

TERMS & CONDITIONS OF USE

1. INTRODUCTION

1.1 Welcome to the MyMALL platform (the "Site"). Please read the following Terms of Service carefully before using this Site or opening a MyMALL account ("Account") so that you are aware of your legal rights and obligations with respect to **Small Medium Enterprise Development Bank Malaysia Berhad (49572-H) join venture together with Kementerian Pembangunan Usahawan dan Koperasi Malaysia (KUSKOP)** and its affiliates and subsidiaries (individually and collectively, "MyMALL", "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by MyMALL client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by MyMALL.

1.2 The Services include an online platform service that provides a place and opportunity for the sale of goods between the buyer ("Buyer") and the seller ("Seller") (collectively "you", "Users" or "Parties"). The actual contract for sale is directly between Buyer and Seller and MyMALL is not a party to that or any other contract between Buyer and Seller and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. MyMALL is not involved in the transaction between Users. MyMALL may or may not pre-screen Users or the Content or information provided by Users. MyMALL reserves the right to remove any Content or information posted by you on the Site in accordance to Section 6.4 herein. MyMALL cannot ensure that Users will actually complete a transaction.

1.3 Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

1.4 MyMALL reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. MyMALL may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. MyMALL may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.5 MyMALL reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

BY USING MYMALL SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO OPEN AN ACCOUNT AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

2. PRIVACY

2.1 Your privacy is very important to us at MyMALL. To better protect your rights we have provided the MyMALL's Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how MyMALL collects and uses the information associated with your Account and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you:

(i) consent to MyMALL's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy;

(ii) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and MyMALL; and

(iii) shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without MyMALL's prior written consent.

2.2 Users in possession of another User's personal data through the use of the Services (the "Receiving Party") hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

3. LIMITED LICENSE

3.1 MyMALL grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("Intellectual Property") displayed in the Site are the property of MyMALL and where applicable, third party proprietors identified in the Site. No right or licence is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright,

trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

3.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with MyMALL. You acknowledge that MyMALL may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

4. SOFTWARE

4.1 Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. MyMALL reserves all rights to the software not expressly granted by MyMALL hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by MyMALL.

5. ACCOUNTS AND SECURITY

5.1 Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. If you select a User ID that MyMALL, in its sole discretion, finds offensive or inappropriate, MyMALL has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. MyMALL has not reviewed, and assumes no responsibility for any third party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.

5.2 You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify MyMALL of any unauthorised use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. MyMALL will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.

5.3 You agree that MyMALL may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately suspend, freeze or terminate your Account and your User ID, remove or discard from the Site any Content associated with your Account and User ID, withdraw any subsidies offered to you, cancel any transactions associated with your Account and User ID, temporarily or in more serious cases permanently withhold any sale proceeds or refunds, and/or take any other actions that MyMALL deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive

behaviour (d) having multiple user accounts, (e) buying products on the Site for the purpose of commercial re-sale, (f) abnormal or excessive purchase of products from the same Seller or related group of Sellers, (g) voucher abuse (including, but not limited to, selling of vouchers to third parties, selling of vouchers or other credits at a significant markup above face value and/or abnormal or excessive use of vouchers on the Site), or (h) behaviour that is harmful to other Users, third parties, or the business interests of MyMALL. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, MyMALL may terminate your Account immediately with or without notice.

5.4 Users may terminate their Account if they notify MyMALL in writing (including via email at contact@mymallmalaysia.my) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and Users must contact MyMALL after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. MyMALL shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users agree to waive any and all claims based on any such action taken by MyMALL.

6. TERM OF USE

6.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, MyMALL may effect such termination with or without notice to you.

6.2 You agree not to:

(a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) violate any laws, including without limitation any laws and regulation in relation to export and import restrictions, third party rights or our Prohibited and Restricted Items Policy;

(c) upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way;

(d) use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;

(e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

- (f) remove any proprietary notices from the Site;
- (g) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of MyMALL;
- (h) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- (i) use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- (j) open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- (k) access the MyMALL platform, open a user account, or otherwise access your user account using an emulator, simulator, bot or other similar hardware or software;
- (l) manipulate the price of any item or interfere with other User's listings;
- (m) take any action that may undermine the feedback or ratings systems;
- (n) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by MyMALL with respect to the Services and/or data transmitted, processed or stored by MyMALL;
- (o) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- (p) upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (q) upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (r) upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;

(s) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;

(t) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;

(u) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

(v) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;

(w) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;

(x) use the Services in violation of or to circumvent any sanctions or embargo administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or Her Majesty's Treasury;

(y) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;

(z) infringe the rights of MyMALL, including any intellectual property rights and any passing off of the same thereof;

(aa) use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above; and/or

(bb) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.

(cc) direct or encourage another user to conduct a transaction other than on the Site.

6.3 You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not MyMALL, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site. You understand

that by using the Site, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. To the maximum extent permitted by applicable law, under no circumstances will MyMALL be liable in any way for any Content, 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, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the Site.

6.4 You acknowledge that MyMALL and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Site without any liability to you. Without limiting the foregoing, MyMALL and its designees shall have the right to remove any Content (i) that violates these Terms of Service or our Prohibited and Restricted Items Policy; (ii) if we receive a complaint from another User; (iii) if we receive a notice or allegation of intellectual property infringement or other legal instruction or request for removal; or (iv) if such Content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by MyMALL or submitted to MyMALL, including, without limitation, information in MyMALL Forums and in all other parts of the Site.

6.5 You acknowledge, consent to and agree that MyMALL may access, preserve and disclose your Account information and Content to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over MyMALL or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service or our Prohibited and Restricted Items Policy; (c) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of MyMALL, its Users and/or the public.

7. VIOLATION OF OUR TERMS OF SERVICE

7.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

- Listing deletion
- Limits placed on Account privileges
- Account suspension and subsequent termination
- Criminal charges
- Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

7.2 If you believe a User on our Site is violating these Terms of Service, please contact contact@mymallmalaysia.my.

8. PURCHASE AND PAYMENT

8.1 MyMALL supports one or more of the following payment methods :

(i) Debit Card / Credit Card / Online Transfer

Card payments and online transfer are processed through third-party payment channels and the type of debit card or credit cards accepted by these payment channels may vary depending on the jurisdiction you are in. Integrity Business Solution Sdn Bhd is appointed as the sole agency to operate and collect payment for MyMALL platform.

8.2 Buyer may only change their preferred mode of payment for their purchase prior to making payment.

8.3 MyMALL takes no responsibility and assume no liability for any loss or damages to Buyer arising from shipping information and/or payment information entered by Buyer or wrong remittance by Buyer in connection with the payment for the items purchased. We reserve the right to check whether Buyer is duly authorised to use certain payment method, and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

9. SELLER WALLET

9.1 Your Account allows the storage of money you receive from your sales proceeds made on the Platform ("Seller Wallet"). The sum of this money, minus any withdrawals example bank charges, will be reflected as your Seller Wallet's balance.

9.2 You may transfer funds from your Seller Wallet (up to the amount of your MyMALL Wallet balance) to your linked bank account ("Linked Account") by submitting a transfer request ("Withdrawal Request") a maximum of once per day. MyMALL may also automatically transfer funds from your Seller Wallet to your Linked Account on a regular basis, as determined by MyMALL. MyMALL shall only process such transfers on business days and such transfers may take up to two business days to be credited to your Linked Account.

9.3 Sellers are entitled to one (1) free Withdrawal Request per week ("Weekly Withdrawal Limit"). MyMALL may impose a fee of RM 0.10 for each additional Withdrawal Request made in excess of the Weekly Withdrawal Limit ("Withdrawal Fee"). The Withdrawal Fee is subjected to Sales and Service Tax ("SST"). The Weekly Withdrawal Limit and the Withdrawal Fee are subject to change at MyMALL's discretion.

9.4 Money from your sale of items on MyMALL shall be credited to your Seller Wallet within five (5) working days after the item is delivered to Buyer or immediately after Buyer has acknowledged that they have received the item.

9.5 Once submitted, you may not modify or cancel a Withdrawal Request.

9.6 If there is an error in the processing of any transaction, you authorize us to initiate debit or credit entries to your designated Seller Wallet, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. If we are unable to debit your designated bank account for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that you have on file with us or to deduct the debit and applicable fees from your Seller Wallet in the future. If we are unable to credit your Alternative Account, for any reason, we reserve our right to handle or process such money in accordance with the applicable law, including lodging such money with the Registrar of Unclaimed Moneys (Jabatan Akautan Negara Malaysia) ("Registrar") in accordance with the requirements under the Malaysia Unclaimed Moneys Act. In such instance, you may recover your unclaimed money directly from the Registrar less any fees or charges that may be imposed, with no further recourse to us.

9.7 You authorize us to initiate debit or credit entries to your Seller Wallet:

- (i) to correct any errors in the processing of any transaction;
- (ii) where MyMALL has determined that you have engaged in fraudulent or suspicious activity and/or transactions;
- (iii) in connection with any lost, damaged or incorrect items;
- (iv) in connection with any rewards or rebates;
- (v) in connection with any uncharged fees;
- (vi) in connection with the settlement of any transaction dispute, including any compensation due to, or from, you;
- (vii) in connection with any banned items or items that are detained by customs;
- (viii) in connection with any change of mind agreed to by both Buyer and Seller;
- (ix) to recover any outstanding amounts owed by you to us;

9.8 We have the right to limit, freeze or suspend your Seller Wallet for any reason, including where you fail to repay outstanding amounts due to us by the due date.

10. MYMALL GUARANTEE

10.1 MyMALL Guarantee is a service provided by MyMALL or its authorised agent to protect purchases. To protect against the risk of liability, payment for purchases made to Seller using the Services will be held by MyMALL or its

authorised agent ("MyMALL Guarantee Account"). Seller will not receive interest or other earnings from the sum you have paid into MyMALL Guarantee Account.

10.2 After Buyer makes payment for his/her order ("Buyer's Purchase Monies"), Buyer's Purchase Monies will be held in MyMALL Guarantee Account until:

(a) Buyer sends confirmation to MyMALL that Buyer has received his/her goods, in which case, unless 10.2(d) applies, MyMALL will release Buyer's Purchase Monies (less the Seller's proportion of the Shipping fee (if applicable), the Transaction Fee and Tax Amount (defined below), and (if applicable) the Cross Border Fee (defined below)) in MyMALL Guarantee Account to Seller;

(b) MyMALL Guarantee Period (or any approved extension under 10.3) expires, in which case, unless 10.2(c) or 11.2(d) applies, MyMALL will release Buyer's Purchase Monies (less the Seller's proportion of the Shipping Fee (if applicable), the Transaction Fee and Tax Amount (defined below), and (if applicable) the Cross Border Fee (defined below)) in MyMALL Guarantee Account to Seller;

(c) MyMALL determines that Buyer's application for a return of goods and/or refund is successful, in which case, unless 10.2(d) applies, MyMALL will provide a refund to Buyer, subject to and in accordance with the Refunds and Return Policy;

(d) such other time as MyMALL reasonably determines that a distribution of Buyer's Purchase Monies (less the Seller's proportion of the Shipping Fee (if applicable), the Transaction Fee and Tax Amount (defined below), and (if applicable) the Cross Border Fee (defined below)) is appropriate, including, without limitation, where it deems reasonably necessary to comply with applicable law or a court order or to enforce these Terms of Service.

MyMALL Guarantee is only offered to Buyers who have made payment through the channels provided by MyMALL into MyMALL Guarantee Account. Offline arrangements between Buyer and Seller will not be covered under MyMALL Guarantee.

10.3 Payments made through MyMALL channels will be held in the MyMALL Guarantee Account for a specified period of time (the "MyMALL Guarantee Period"). Buyer may apply for a one-time extension of MyMALL Guarantee Period prior to the expiry of the applicable MyMALL Guarantee Period, subject to and in accordance with the Refunds and Return Policy. Upon Buyer's application, MyMALL Guarantee Period may be extended for a maximum period of seven (7) days unless MyMALL in its sole discretion determines that a longer extension is appropriate or required.

10.4 If, for any reason, the Seller's bank account cannot be credited and/or the Seller cannot be contacted, MyMALL will use reasonable endeavours to contact the Seller using the contact details provided by him/her. In the event that the Seller cannot be contacted for more than twelve (12) months after the balance of the Buyer's Purchase Monies becomes due to the Seller and such money remains unclaimed, we reserve our right to handle or process such money in accordance with the applicable law, including lodging such money with the Registrar in accordance with the requirements under the Malaysia Unclaimed Moneys Act. In such instance, you may recover your

unclaimed money directly from the Registrar less any fees or charges that may be imposed, with no further recourse to us.

10.5 Seller/Buyer must be the beneficial owner of the Account and conduct transaction on the Site only on behalf of him or herself. MyMALL may require Seller or Buyer to provide his or her personal data such as recent identity photograph, bank account details and/or any other such documentation necessary, for verification purposes, including verification required by third party payment processing and logistic service providers. Seller/Buyer hereby grants MyMALL his/her consent to use or provide to third party his/her personal data to facilitate his/her use of the Site. Further, Seller/Buyer authorises MyMALL to use his/her personal data to make any inquiries we consider necessary to validate his/her identity with the appropriate entity such as his/her bank. For more information in relation to how MyMALL handles your personal information, please visit our Privacy Policy page.

10.6 The MyMALL Guarantee is in addition and without limitation to Buyer's and Seller's obligations under applicable law, which may go above and beyond what is provided for by the MyMALL Guarantee. The MyMALL Guarantee is neither intended nor designed to assist Buyer or Seller in complying with its own legal obligations, for which each party will remain solely responsible, and MyMALL accepts no liability in connection with the same. Without limitation, the MyMALL Guarantee does not constitute a product warranty.

10.7 Buyer and Seller acknowledge and agree that MyMALL's decision (including any appeals) in respect of and relating to any issues concerning the MyMALL Guarantee is final.

10.8 For the avoidance of doubt, any transactions not conducted on the Site will not qualify for the protection offered by MyMALL Guarantee.

11. DELIVERY

11.1 MyMALL will inform Seller when MyMALL receives Buyer's Purchase Monies. Unless otherwise agreed with MyMALL, Seller should then make the necessary arrangements to have the purchased item delivered to Buyer and provide details such as the name of the delivery company, the tracking number, etc. to Buyer through the Site.

11.2 Seller must use his/her best effort to ensure that Buyer receives the purchased items within, whichever applicable, the MyMALL Guarantee Period or the time period specified (for offline payment) by Seller on Seller's listing.

11.3 Users understand that Seller bears all risk attached to the delivery of the purchased item(s) and warrants that he/she has or will obtain adequate insurance coverage for the delivery of the purchased item(s). In the event where the purchased item(s) is damaged, lost or failure of delivery during the course of delivery, Users acknowledge and agree that MyMALL will not be liable for any damage, expense, cost or fees resulted therefrom and Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute.

11.4 Where the Buyer elects to have a purchased item delivered by any other shipping method, the fee payable to the delivery company ("Shipping Fee") shall be borne by the Buyer, Seller and MyMALL in such proportions as may be determined by MyMALL and published on the Site from time to time. MyMALL shall (i) collect the Buyer's proportion of the Shipping Fee from the Buyer, (ii) deduct the Seller's proportion of the Shipping Fee from the Buyer's Purchase Monies in accordance with Section 10.2, and (iii) pay the total Shipping Fee to the delivery company.

12. CANCELLATION, RETURN AND REFUND

12.1 Buyer may only cancel his/her order prior to the payment of Buyer's Purchase Monies into MyMALL Guarantee Account.

12.2 Buyer may apply for the return of the purchased item and refund prior to the expiry of MyMALL Guarantee Period, if applicable, subject to and in accordance with MyMALL's Refunds and Return Policy. Please refer to MyMALL's Refunds and Return Policy for further information.

12.3 MyMALL reserves the right to cancel any transaction on the Site and Buyer agrees that Buyer's sole remedy will be to receive a refund of the Buyer's Purchase Monies paid into MyMALL Guarantee Account.

12.4 MyMALL does not monitor the cancellation, return and refund process for offline payment.

12.5 Refunds to Buyers shall be made to their MyMALL IN-SYSTEM wallet within three (3) working days of the return or refund request being approved.

13. SELLER'S RESPONSIBILITIES

13.1 Seller shall properly manage and ensure that relevant information such as the price and the details of items, inventory amount and terms and conditions for sales is updated on Seller's listing and shall not post inaccurate or misleading information.

13.2 The price of items for sale will be determined by the Seller at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc. and Seller shall not charge Buyer such amount additionally and separately.

13.3 Seller agrees that MyMALL may at its discretion engage in promotional activities to induce transactions between Buyer and Seller by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustment is applied to.

13.4 For the purpose of promoting the sales of the items listed by Seller, MyMALL may post such items (at adjusted price) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign) operated by MyMALL.

13.5 Seller shall issue receipts, credit card slips or tax invoices to Buyer on request.

13.6 Seller acknowledges and agrees that Seller will be responsible for paying all taxes, customs and duties for the item sold and MyMALL cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.

13.7 Seller acknowledge and agrees that Seller's violation of any of MyMALL's polices will result in a range of actions as stated in Section 7.1.

14. PURCHASE AND SALE OF ALCOHOL

14.1 The purchase and sale of alcoholic products ("Alcohol") on the Site is permitted by MyMALL subject to the terms and conditions of this Section 19. If you are a buyer of Alcohol ("Alcohol Buyer"), you will be deemed to have consented to the terms and conditions in this Section 19 when you purchase Alcohol on the Site. Similarly, if you are an approved seller of Alcohol ("Alcohol Seller"), you will be deemed to have consented to the terms and conditions in this Section 14 when you sell Alcohol on the Site.

14.2 If you are an Alcohol Buyer:

(i) you represent and warrant that you and (if applicable) the person receiving the Alcohol ("Recipient") are (a) aged 21 or above; (b) are not Muslim or otherwise prohibited from buying Alcohol under any law, regulation or religion; and (c) understand the following: "MEMINUM ARAK BOLEH MEMBAHAYAKAN KESIHATAN"; and

(ii) if requested by an Alcohol Seller or MyMALL (or its agents), you and/or the Recipient shall provide photo identification for age verification purposes.

14.3 If you are an Alcohol Seller, you represent and warrant that:

(i) you are not Muslim or otherwise prohibited from selling Alcohol under any law, regulation or religion;

(ii) you hold all necessary licences and/or permits to sell Alcohol through the Site, and shall provide a copy of such licences and/or permits and supporting documents to MyMALL immediately upon request for verification purposes; and

(iii) all information and documents provided to MyMALL are true and accurate.

14.4 When delivering Alcohol to an Alcohol Buyer:

(i) the delivery agent reserves the right to request for valid photo identification for age verification purposes; and

(ii) MyMALL (via the delivery agent) reserves the right to refuse the delivery of Alcohol if the Alcohol Buyer and/or the Recipient appears intoxicated or is unable to provide valid photo identification for age verification purposes.

14.5 Each Alcohol Buyer and Alcohol Seller severally agrees to indemnify, defend and hold harmless MyMALL, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any inaccuracy or breach of its representations in Section 17.2 and/or Section 17.3 (as applicable); and (b) its breach of any law or any rights of a third party.

15. DISPUTES

15.1 In the event a problem arises in a transaction, the Buyer and Seller agree to communicate with each other first to attempt to resolve such dispute by mutual discussions, which MyMALL shall use reasonable commercial efforts to facilitate. If the matter cannot be resolved by mutual discussions, Users may approach the claims tribunal of their local jurisdiction to resolve any dispute arising from a transaction.

15.2 Each Buyer and Seller covenants and agrees that it will not bring suit or otherwise assert any claim against MyMALL or its Affiliates (except where MyMALL or its Affiliates is the Seller of the product that the claim relates to) in relation to any transaction made on the Site or any dispute related to such transaction.

15.3 Users covered under MyMALL Guarantee may send written request to MyMALL to assist them in resolving issues which may arise from a transaction upon request. MyMALL may, at its sole discretion and with absolutely no liability to Seller and Buyer, take all necessary steps to assist Users resolving their dispute. For more information, please refer to MyMALL's Refunds and Return Policy.

15.4 To be clear, the services provided under this Section 16 are only available to Buyers covered under MyMALL Guarantee. Buyer using other payment means for his/her purchase should contact Seller directly.

15.5 Seller shall issue receipts, credit card slips or tax invoices to Buyer on request.

15.6 Seller acknowledges and agrees that Seller will be responsible for paying all taxes, customs and duties for the item sold and MyMALL cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.

15.7 Seller acknowledge and agrees that Seller's violation of any of MyMALL's polices will result in a range of actions as stated in Section 7.1.

16. FEEDBACK

16.1 MyMALL welcomes information and feedback from our Users which will enable MyMALL to improve the quality of service provided. Please refer to our feedback procedure below for further information:

(i) Feedback may be made in writing through email to or using the feedback form found on the App.

(ii) Anonymous feedback will not be accepted.

(iii) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.

(iv) Vague and defamatory feedback will not be entertained.

17. DISCLAIMERS

17.1 THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY MYMALL OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYMALL DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

17.2 YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17.3 MYMALL HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR: (A) THE FITNESS FOR PURPOSE, EXISTENCE, QUALITY, SAFETY OR LEGALITY OF ITEMS AVAILABLE VIA THE SERVICES; OR (B) THE ABILITY OF SELLERS TO SELL ITEMS OR OF BUYERS TO PAY FOR ITEMS. IF THERE IS A DISPUTE INVOLVING ONE OR MORE USERS, SUCH USERS AGREE TO RESOLVE SUCH DISPUTE BETWEEN THEMSELVES DIRECTLY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELEASE MYMALL AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

18. EXCLUSIONS AND LIMITATIONS OF LIABILITY

18.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MYMALL BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR:

(i) (A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR

(ii) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF MYMALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND/OR DISCONTINUE ANY USE OF THE SERVICES.

18.3 IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, MYMALL IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF: (A) ANY AMOUNTS DUE AND PAYABLE TO YOU PURSUANT TO THE MYMALL GUARANTEE.

18.4 NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY MYMALL'S NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY ON THE PART OF MYMALL THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED.

19. LINKS TO THIRD PARTY SITES AND SHARING VIDEOS FROM YOUTUBE

19.1 Third party links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of MyMALL in any manner whatsoever and you therefore

access them at your own risk. MyMALL is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. MyMALL is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by MyMALL of any linked site and/or any of its content therein.

19.2 MyMALL allows you to share videos from YouTube on the MyMALL Livestream feature ("YouTube Content"). By sharing YouTube Content, you hereby agree to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>).

20. YOUR CONTRIBUTIONS TO THE SERVICES

20.1 By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to MyMALL. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any Content contribution. You hereby grant MyMALL and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.

20.2 Any Content, material, information or idea you post on or through the Services, or otherwise transmit to MyMALL by any means (each, a "Submission"), is not considered confidential by MyMALL and may be disseminated or used by MyMALL without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By making a Submission to MyMALL, you acknowledge and agree that MyMALL and/or other third parties may independently develop software, applications, interfaces, products and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant MyMALL and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the items identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our privacy policy except to the extent that you make such personal information publicly available on or through the Services.

21. THIRD PARTY CONTRIBUTIONS TO THE SERVICES AND EXTERNAL LINKS

21.1 Each contributor to the Services of data, text, images, sounds, video, software and other Content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their Content contribution. As such, MyMALL is not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated

with any contribution of Content. You will not hold MyMALL responsible for any User's actions or inactions, including, without limitation, things they post or otherwise make available via the Services.

21.2 In addition, the Services may contain links to third party products, websites, services and offers. These third party links, products, websites and services are not owned or controlled by MyMALL. Rather, they are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. MyMALL has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. By using the Services, you agree that MyMALL shall not be liable in any manner due to your use of, or inability to use, any website or widget. You further acknowledge and agree that MyMALL may disable your use of, or remove, any third party links, or applications on the Services to the extent they violate these Terms of Service.

22. YOUR REPRESENTATIONS AND WARRANTIES

22.1 You represent and warrant that:

(a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and

(b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

23. FRAUDULENT OR SUSPICIOUS ACTIVITY

23.1 If MyMALL, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect MyMALL, other Buyers or Sellers, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

(a) We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;

(b) We may suspend your eligibility for MyMALL Guarantee;

(c) We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by a competent court or elsewhere and directed to MyMALL;

(d) We may refuse to provide the Services to you now and in the future;

(e) We may hold your funds for a period of time reasonably needed to protect against the risk of liability to MyMALL or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

For the purposes of this Section:

"Chargeback" means a request that a Buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

"Claim" means a challenge to a payment that a Buyer or Seller files directly with MyMALL.

"Reversal" means the reversal of a payment by MyMALL because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by MyMALL, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated these Terms of Service or any other MyMALL policy, or (e) MyMALL decided a Claim against you.

24. INDEMNITY

24.1 You agree to indemnify, defend and hold harmless MyMALL, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction (except where MyMALL or its Affiliates is the Seller in the transaction that the dispute relates to), (b) the MyMALL Guarantee, (c) the hosting, operation, management and/or administration of the Services by or on behalf of MyMALL, (d) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (e) your use or misuse of the Services, (f) your breach of any law or any rights of a third party, or (g) any Content uploaded by you.

25. SEVERABILITY

25.1 If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

26. GOVERNING LAW

26.1 These Terms and Conditions of Use of Service shall be governed by and construed in accordance with the laws of Malaysia and irrevocably submit to the exclusive jurisdiction of the Malaysian courts in respect of all disputes, which cannot be amicably resolved by the Parties.

26.2 The Parties agree to attempt to resolve all disputes arising through good faith negotiations promptly, equitable and in a good faith manner. If any decision on a dispute is mutually agreed by the Parties, such decision shall be final, conclusive and binding onto the Parties.

27. GENERAL PROVISIONS

27.1 MyMALL reserves all rights not expressly granted herein.

27.2 MyMALL may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

27.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

27.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and MyMALL, nor does it authorise you to incur any costs or liabilities on MyMALL's behalf.

27.5 The failure of MyMALL at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

27.6 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for MyMALL's affiliates and subsidiaries (and each of MyMALL's and its affiliates' and subsidiaries' respective successors and assigns).

27.7 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

27.8 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation to the Malaysian Anti-Corruption Commission Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.

27.9 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at: contact@mymallmalaysia.my.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE "SIGN UP" BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.

Last Updated: 26 September 2022