

## **Refunds and Return Policy**

### **1. Application for Returns/Refunds**

1.1 Subject to the terms and conditions in this Refunds and Return Policy and the Terms and Conditions of Use, Buyer may apply for return of the purchased items ("Item") and/or refund prior to the expiry of the MyMALL Guarantee Period as stated in the Terms and Conditions of Use of Service.

1.2 MyMALL Guarantee is a service provided by MyMALL, on User's request, to assist Users in dealing with certain conflicts which may arise during the course of a transaction. Users may communicate with each other privately to resolve their differences or approach their relevant local authorities to assist them in overcoming any dispute prior, during or after using MyMALL Guarantee.

### **2. Application for the Return of an Item**

2.1 Buyer may only apply for the refund and/or return of the Item in the following circumstances:

- The Item has not been received by Buyer;
- The Item was defective and/or damaged on delivery;
- The Item received is incomplete (missing quantity or accessories);
- Seller has delivered an Item that does not match the agreed specification (e.g. wrong size, colour, etc.) to Buyer;
- The Item delivered to Buyer is materially different from the description provided by Seller in the listing of the Item;
- The Item received has physical damage (e.g. dented, scratched, shattered);
- The Item received is faulty (e.g. malfunction, does not work as intended);
- By way of private agreement with Seller and Seller must send his/her confirmation to MyMALL confirming such agreement;

2.2 Buyer's application must be submitted via the MyMALL platform.

2.3 MyMALL will review each Buyer's application on a case-by-case basis and, in its sole discretion, determine whether Buyer's application is successful.

2.4 Please note that, if required by MyMALL, Buyer must ship the Item to a location designated by MyMALL within ten (10) calendar days after the return request is raised.

2.5 The approval of your request for refund and return will be made by MyMALL in its sole discretion. Buyer acknowledges and agrees that MyMALL's decision is final, conclusive and binding, and covenants and agrees that it will not bring suit or otherwise assert any claim against MyMALL or its affiliates in relation to such decision.

2.6 In the event where Buyer has commenced legal action against Seller, Buyer may provide the formal notification from the appropriate authority to MyMALL to request MyMALL to continue to hold the purchase monies until a formal determination is available. MyMALL will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

### **3. Rights of Sellers**

3.1 When MyMALL receives an application from Buyer for the return of the Item and/or refund, MyMALL will notify Seller in writing. Seller may respond to Buyer's application according to the steps provided by MyMALL in the written notification. Seller must respond within the time-frame stipulated in the written notification (the "Stipulated Period"). Should MyMALL not hear from Seller within the Stipulated Period, MyMALL will assume that Seller has no response to Buyer's application and will proceed to assess Buyer's application without further notice to Seller. MyMALL will review each Seller's response on a case-by-case basis and, in its sole discretion, determine whether Buyer's application may be successful against the circumstances stated by Seller.

### **4. Condition of Returning Item**

4.1 To enjoy a hassle-free experience when returning the Item, Buyer should ensure that the Item, including any complimentary items such as accessories that come with the Item, must be returned to Seller in the condition received by Buyer on delivery. We will recommend Buyer to take a photo of the Item upon receipt.

### **5. Liability of Return Shipping Fee**

(a) In the scenario of an unforeseen error from the seller's end (i.e. - damaged, faulty or wrong Item delivered to the buyer), the seller will bear buyer's return shipping fee.

(b) In the scenario of the buyer's change of mind, buyer shall get seller's consent prior to the return request and buyer will bear the return shipping fee.

(c) In the scenario where both seller-buyer disputing the party liable for the return shipping fee, MyMALL at its sole discretion will determine the party liable for the return shipping fee.

## **6. Refunds**

6.1 Buyer will only be refunded after MyMALL has received the confirmation from Seller that Seller has received the returned Item. In the event where MyMALL does not hear from Seller within a specified time, MyMALL will be at liberty to refund the applicable sum to Buyer without further notice to Seller. The refund will be made to Buyer's designated bank account, whichever is applicable. 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.

## **7. Communication Between Buyer and Seller**

7.1 MyMALL encourages Users to communicate with each other in the event where problem arises in a transaction. As MyMALL is a platform for Users to conduct trading, Buyer should contact Seller directly for any issue relating to the Item purchased.

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