

# Terms of Service

## 1. INTRODUCTION

- 1.1 Please read the following Terms of Service carefully before using the goReward Mobile Loyalty Platform (the "App") or opening a goReward account ("Account") so that you are aware of your legal rights and obligations with respect to this App and its affiliates and subsidiaries (individually and collectively, "goReward", "we", "us" or "our"). The "Services" we provide or make available include (a) the App, (b) the services provided by the App and by goReward client software made available through the App, and (c) all information, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application services (including, without limitation, any web application services) or other materials made available through the App or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service.
- 1.2 The Services include a Mobile Loyalty Platform service that allow a Merchant to offer loyalty program to its customer and also the opportunity for the Merchant ("Seller") to engage, interact, advertise, offer, promote and sell the goods to its customer ("Buyer") directly. The actual contract for sale is directly between Buyer and Seller and goReward 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. goReward is not involved in the transaction between Users. goReward may or may not pre-screen Users or the Content or information provided by Users. goReward reserves the right to remove any Content or information posted by you on the App in accordance to Section 6.4 herein. goReward cannot ensure that Users will actually complete a transaction.
- 1.3 Before becoming a User of the App, 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 goReward reserves the right to change, modify, suspend or discontinue all or any part of this App or the Services at any time or upon notice as required by local laws. goReward 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. goReward may also impose limits on certain features or restrict your access to parts of, or the entire, App or Services in its sole discretion and without notice or liability.
- 1.5 goReward reserves the right to refuse to provide you access to the App or Services or to allow you to open an Account for any reason.

BY USING goREWARD 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 APP. 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 goReward. To better protect your rights we have provided the detail in <http://go-Reward.com>. Please review the Privacy Policy to understand how goReward collects and uses the information associated with your Account and/or your use of the Services. By using the Services or providing information on the App, you consent to goReward's collection, use, disclosure and/or processing of your Content and personal data as described in the Privacy Policy.
- 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**

goReward 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 App are the property of goReward and where applicable, third party proprietors identified in the App. No right or license is granted directly or indirectly to any party accessing the App to use or reproduce any Intellectual Property, and no party accessing the App 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 App 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 App or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this App 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 website).

#### **4. SOFTWARE**

Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. goReward reserves all rights to the software not expressly granted by goReward 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 goReward.

#### **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 goReward, in its sole discretion, finds offensive or inappropriate, goReward 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. goReward 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 App, (c) immediately notify goReward 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. goReward 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 goReward may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the App 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 withhold any sale proceeds or refunds, and/or take any other actions that goReward deems necessary. Grounds for such actions may include, but are not limited to, (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 for illegitimate reasons, or (e) behaviour that is harmful to other Users, third parties, or the business interests of goReward. 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, goReward may terminate your Account immediately with or without notice.
- 5.4 Users may terminate their Account if they notify goReward in writing (including via email at [support@go-reward.com](mailto:support@go-reward.com)) 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 goReward after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. goReward shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this section. Users waive any and all claims based on any such action taken by goReward.

- 5.5 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

## **6. TERM OF USE**

- 6.1 The license for use of this App 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, goReward 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) use the Services to harm minors in any way;
- (d) use the Services 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 App;
- (g) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of goReward;
- (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 for fraudulent purposes;
- (j) manipulate the price of any item or interfere with other User's listings;
- (k) take any action that may undermine the feedback or ratings systems;
- (l) 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 goReward with respect to the Services and/or data transmitted, processed or stored by goReward;
- (m) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- (n) 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);

- (o) 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;
- (p) 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;
- (q) 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;
- (r) 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;
- (s) 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 App;
- (t) 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;
- (u) 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;
- (v) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;
- (w) infringe the rights of goReward, including any intellectual property rights and any passing off of the same thereof;
- (x) 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
- (y) 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.

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 goReward, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the App. You understand that by using the App, 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 goReward 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 App.

6.4 You acknowledge that goReward and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, remove or move any Content, including without limitation any Content or information posted by you, that is available on the App. Without limiting the foregoing, goReward and its designees shall have the right to remove any Content (i) that violates these Terms of Service; (ii) if we receive a complaint from another User; (iii) if we receive a notice of intellectual property infringement or other legal instruction 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 goReward or submitted to goReward, including, without limitation, information in goReward Forums and in all other parts of the App.

- 6.5 You acknowledge, consent to and agree that goReward may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over goReward 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; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of goReward, 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 App is violating these Terms of Service, please contact [support@go-Reward.com](mailto:support@go-Reward.com).

## **8. REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT**

- 8.1 The Users are independent individuals or businesses and they are not associated with goReward in any way. goReward is neither the agent nor representative of the Users and does not hold and/or own any of the merchandises listed on the App.
- 8.2 Complaints under this Section 8 must be provided in the form prescribed by goReward, which may be updated from time to time, and must include at least the following: (a) a physical or electronic signature of an IPR Owner or IPR Agent (collectively, "Informant"); (b) a description of the type and nature of intellectual property right that is allegedly infringed and proof of rights; (c) details of the listing which contains the alleged infringement; (d) sufficient information to allow goReward to contact the Informant, such as Informant's physical address, telephone number and e-mail address; (e) a statement by Informant that the complaint is filed on good faith belief and that the use of the intellectual property as identified by the Informant is not authorised by the IPR Owner or the law; (f) a statement by the Informant that the information in the notification is accurate,

indemnify us for any damages we may suffer as a result of the information provided by and that the Informant has the appropriate right or is authorised to act on IPR Owner's behalf to the complaint.

## **9. PURCHASE AND PAYMENT**

9.1 goReward supports one or more of the following payment methods in each country it operates in:

- Debit/Credit Card  
Card payments are processed through third-party payment channels and the type of debit/credit cards accepted by these payment channels may vary depending on the jurisdiction you are in.
- PayPal
- JomPAY via Malaysia Internet Banking System or ATM  
Buyer may make payments through JomPAY to our designated goReward Biller Code and entering the Ref1 and Ref2 number as provided. If payment confirmation is not received by goReward within 15 minutes, Buyer's order will be cancelled.

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

9.3 goReward 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.

9.4 At the moment, goReward is only able to make payment to Users via bank transfer. Hence, Users are required to provide goReward with his/her banking details in order to receive payments i.e. from the sale of item or refund from goReward.

## **10. goReward Holding Account**

10.1 To protect against the risk of liability, payment for purchases made to Seller using the Services will be held by "goReward Holding Account" and goReward will not use your funds for its operating expenses or any other corporate purposes. Seller will not receive interest or other earnings from the sum you have paid into goReward Holding Account.

10.2 After Buyer makes payment for his/her order, the payment from Buyer will be held in goReward Holding Account until:

- (a) Buyer sends confirmation to goReward that Buyer has received his/her goods, in which case, unless 10.2(d) applies, goReward will release payment from Buyer in goReward Holding Account to Seller;

- (b) goReward will hold the payment from Buyer for a specific period of time (or any approved extension under 10.3) expires, in which case, unless 10.2(c) or 10.2(d) applies, goReward will release payment from Buyer in goReward Holding Account to Seller;
- (c) goReward determines that Buyer's application for a return of goods and/or refund is successful, in which case, unless 10.2(d) applies, goReward will provide a refund to Buyer, subject to and in accordance with the Refunds and Return Policy;
- (d) such other time as goReward reasonably determines that a distribution of payment from Buyer 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.

10.3 Payments made through goReward channels will be held in the goReward Holding Account for 10 (Ten) days after product delivered to Buyer. Buyer may apply for a one-time extension prior to the expiry period, subject to and in accordance with the Refunds and Return Policy. Upon Buyer's application, the period may be extended for a maximum period of three (3) days unless goReward in its sole discretion determines that a longer extension is appropriate or required.

10.4 Seller/Buyer must be the beneficial owner of the Account and conduct transaction on the App only on behalf of him or herself. goReward may require Seller or Buyer to provide his or her personal data such as recent photocopy of identity, 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 goReward his/her consent to use or provide to third party his/her personal data to facilitate his/her use of the App. Further, Seller/Buyer authorises goReward 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 goReward handles your personal information, please visit our Privacy Policy page.

10.5 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 goReward. This term of use 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 goReward accepts no liability in connection with the same. Without limitation, goReward does not constitute a product warranty.

## **11. DELIVERY**

11.1 goReward will inform Seller when goReward receives Payment from Buyer. Unless otherwise agreed with goReward, 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 App.

11.2 Seller must use his/her best effort to ensure that Buyer receives the purchased items within, whichever applicable, the time period specified 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 goReward 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 For Cross-Border Transaction. Users understand that all cross-border import and export transaction are subject to local laws and regulations. Seller should familiarise himself/herself with all import and export restrictions that apply to the designating country. Seller acknowledges that goReward cannot provide any legal advice in this regard and agrees that Seller will bear all risks and liabilities associated with import and export of any Seller's item to the designating country.

## **12. CANCELLATION, RETURN AND REFUND**

- 12.1 Buyer may only cancel his/her order prior to the payment into goReward Holding Account.
- 12.2 Buyer may apply for the return of the purchased item and refund prior to the expiry period as specified. Please refer to goReward's Refunds and Return Policy for further information.
- 12.3 goReward reserves the right to cancel any transaction on the App and Buyer agrees that Buyer's sole remedy will be to receive a refund of the payment from Buyer paid into goReward Holding Account.
- 12.4 goReward does not monitor the cancellation, return and refund process for offline payment.

## **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 goReward may at its discretion engage in promotional activities for and on behalf of Seller 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, goReward may post such items (at adjusted price) on third-party website (such as portal sites and price comparison sites) and other websites (domestic or foreign) or App operated by goReward.
- 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 goReward 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 goReward's polices will result in a range of actions as stated in Section 7.1.

#### **14. PAID ADVERTISING**

- 14.1 Seller may purchase goReward advertising services (hereinafter referred to as "Paid Advertising"). goReward provides the Paid Advertising services in accordance with these Terms of Service and any explanatory materials published on go-Rewrad.com. Sellers who purchase Paid Advertising services agree to be bound by the Paid Advertising Rules. If you are not agreeable to being bound by the Paid Advertising Rules, do not buy any Paid Advertising Services.
- 14.2 In order to purchase Paid Advertising services, you must be an eligible Seller under the Paid Advertising Rules. At the time when you purchase and pay for the Paid Advertising Services, your Account must not be suspended.
- 14.3 You may purchase Paid Advertising services by purchasing advertising credits through go-Reward.com ("Advertising Credits"), and fees payable for the Paid Advertising services will be deducted from the Advertising Credits for each posting, as determined by goReward. All Advertising Credits will be subject to goods and services tax. Except as otherwise provided in the applicable Paid Advertising Rules, you may not cancel the order and/or request for a refund after you have purchased Advertising Credits and completed the payment process. goReward will provide an electronic invoice for Paid Advertising services purchased on a monthly basis and Sellers are to ensure that a correct and working e-mail address is provided for receiving such invoices. The invoice will contain the name and address provided by you, the amount of Advertising Credits purchased and the remaining balance of your Advertising Credits as at the date of the invoice.
- 14.4 The goods you list on the App must comply with all relevant laws and regulations, the Paid Advertising Rules, these Terms of Service and the Prohibited and Restricted Items Policy. You understand and agree that goReward has the right to immediately remove any listing which violates any of the foregoing and any Paid Advertising fees that you have paid or Advertising Credits you have used in relation to any listing removed will not be refunded. goReward will also not be liable to compensate you for any loss whatsoever in relation to listings removed.
- 14.5 You understand and agree that goReward does not warrant or guarantee any increase in viewership or sales of your items as a result of the Paid Advertising services.
- 14.6 You are advised to only purchase Paid Advertising services after fully considering your budget and intended advertising objectives. Except as otherwise provided in these Terms of Service or the Paid Advertising Rules, goReward shall not be liable for any compensation or be subject to any liability (including but not limited to actual expenses and lost profits) for the results or intended results of any Paid Advertising service.

14.7 IF, NOTWITHSTANDING ANYTHING IN THESE TERMS OF SERVICE, GOREWARD IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE) IN RELATION TO ANY PAID ADVERTISING SERVICE, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PAID ADVERTISING SERVICE IN QUESTION ONLY.

## **15. FEES**

15.1 Unless otherwise stated, goReward does not charge Users for the use of the App.

15.2 Where fees are payable, the same will be subject to GST and other applicable taxes. Unless otherwise agreed, Seller is responsible for such taxes. Seller acknowledges and agrees that goReward may deduct its fees and any applicable taxes from the payment collected from Buyers. goReward shall issue receipts or tax invoices for fees and tax paid by Seller on request.

## **16. DISPUTES**

16.1 goReward encourages Users to communicate with each other in the event where problem arises in a transaction. As goReward is a platform for Users to conduct trading, Buyer should contact Seller directly for any issue relating to the Item purchased. In the alternative, Users may approach the claims tribunal of their local jurisdiction to resolve any dispute arising from a transaction.

16.2 Users may send written request to goReward to assist them in resolving issues which may arise from a transaction upon request. goReward 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 goReward's Refunds and Return Policy.

## **17. FEEDBACK**

17.1 goReward welcomes information and feedback from our Users which will enable goReward 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.

## **18. DISCLAIMERS**

18.1 THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY GOREWARD 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, goReward DOES NOT WARRANT THAT THE SERVICES, THIS APP 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 APP 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.

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

18.3 goReward 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 GOREWARD AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

## **19. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

19.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL goReward 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:

19.1.1 (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

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

19.2 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.

19.3 IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, goReward IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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

## **20. YOUR REPRESENTATIONS AND WARRANTIES**

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.

## **21. INDEMNITY**

You agree to indemnify, defend and hold harmless goReward, 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) the hosting, operation, management and/or administration of the Services by or on behalf of goReward,
- (b) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein,
- (c) your use or misuse of the Services, or
- (d) your breach of any law or any rights of a third party.

## **22. SEVERABILITY**

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.

## **23. GOVERNING LAW**

These Terms of Service shall be governed by and construed in accordance with the laws of the Malaysia without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, to the

extent applicable, are expressly disclaimed. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms of Service against or relating to goReward or any Indemnified Party under these Terms of Service shall be referred to and finally resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Malaysia for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be English.

## **24. GENERAL PROVISIONS**

- 24.1 goReward reserves all rights not expressly granted herein.
- 24.2 goReward may modify these Terms of Service at any time by posting the revised Terms of Service on this App. Your continued use of this App after such changes have been posted shall constitute your acceptance of such revised Terms of Service.
- 24.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.
- 24.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and goReward, nor does it authorise you to incur any costs or liabilities on goReward's behalf.
- 24.5 The failure of goReward 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.
- 24.6 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 goReward's affiliates and subsidiaries (and each of goReward's and its affiliates' and subsidiaries' respective successors and assigns).
- 24.7 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 App 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.
- 24.8 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-Corruption Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.

24.9 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the App, please contact us at: [support@go-Reward.com](mailto:support@go-Reward.com).

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 " OR "CONNECT WITH FACEBOOK" BUTTON BELOW, 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.