

TERMS AND CONDITIONS OF USE

1. INTRODUCTION

- 1.1 DeLuxury Paradise Sdn. Bhd. (Company No. 199701008634 (424130-D)), who is the owner and operator of the online platform known as “[i]” (hereinafter “**DeLuxury**”) is in the business of advertising, listing, offering, selling or making available any of the products and/or services for its business that its Buyers may purchase through its mobile device application (the “**App**”), its Facebook and Instagram page, Whatsapp, WeChat, and Telegram group and/or other social media pages or groups (“**Social Media Page**”) (hereinafter, the App and the Social Media Page shall collectively referred to as the “**Platform**”) in accordance with the following Terms and Conditions of Use, and any other terms and conditions and privacy policy posted on the Platform (collectively, “**Terms**”).
- 1.2 These Terms govern the Buyer’s access and use of the Platform and the use of any services, information and functions made available by us at the Platform (“**Services**”). Before using this Platform or the Services, the Buyer must read carefully and accept these Terms and the Buyer must consent to the processing of the Buyer’s personal data as described in the privacy policy posted on the Platform.
- 1.3 By accessing the Platform and/or using the Services, the Buyer agrees to be bound by these Terms and any amendments to the foregoing issued by DeLuxury from time to time. If the Buyer does not agree to these Terms, please do not access and/or use the Platform and/or the Services.
- 1.4 If the Buyer is under the age of 18 or the legal age for giving consent hereunder pursuant to the Applicable Laws in the Buyer’s country, the Buyer must obtain permission from his/her parent(s) or legal guardian(s) to open an account on the Platform. If the Buyer is the parent or legal guardian of a minor who is creating an account, the Buyer must accept and comply with these Terms on the minor’s behalf and the Buyer will be responsible for the minor’s actions, any charges associated with the minor’s use of the Platform and/or Services or purchases made on the Platform. If the Buyer does not have consent from his/her parent(s) or legal guardian(s), the Buyer must stop using/accessing this Platform and/or Services.

2. VARIATION

- 2.1 DeLuxury may at its sole discretion change, amend, modify, add or remove these Terms at any time and the revised version will be effective immediately on the date that it is displayed on the Platform with no other notices provided to the Buyer. By continuing to use the Platform, the Buyer shall be bound by any revisions to these Terms.

3. DEFINITIONS

- 3.1 The following terms shall have the following respective meanings:
 - (a) “**Applicable Laws**” means with respect to any person, any and all applicable constitutions, treaties, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock

exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction and to which such person is subject;

- (b) “**Buyer**”, “**you**” or “**your**”, means the person accessing or using the Platform or the Services or purchasing and/or reselling the Products (as defined below) from the Seller (as defined below) via the Platform and “**Buyers**” shall be construed accordingly.
- (c) “**Business Day**” means a day on which banks are open for business in Malaysia (other than a Saturday or Sunday or gazetted public holidays);
- (d) “**Confidential Information**” means all financial, business and technical or other data and all other confidential information (whether written, oral or in electronic form or on magnetic or other media) concerning the business of a disclosing party that a receiving party receives or accesses as a result of any discussions or dealings under this Agreement;
- (e) “**Force Majeure**” means an event arising out of or caused by, directly or indirectly, beyond a party’s reasonable control, including, without limitation, strikes, lock-outs, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or the acts, decrees, legislation, regulations or restrictions of any government, shipping, postal or other relevant transport strike, failure or accidents and/or any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication services;
- (f) “**Products**” means the goods and/or services and/or promotions provided, supplied and offered by DeLuxury;
- (g) “**Products Value**” means the price and value of the Products;
- (h) “**Successful Transaction**” shall have the meaning ascribed to it as set out under Clause 8.5; and
- (i) “**Transaction**” means the transaction effected between the Buyer and DeLuxury in consideration of Products purchased by Buyer.

4. ACCOUNT AND SECURITY

- 4.1 To purchase the Products and/or use the Services, the Buyer is required to create an account at the Platform in order to gain access to the use of any services and functionality at the Platform that DeLuxury may establish and maintain at all material times and in its sole discretion.
- 4.2 The Buyer’s permission to use the Platform and/or the Services is conditional upon the Buyer’s agreement that the Buyer will provide accurate information when creating an account or registering with DeLuxury. DeLuxury has the absolute discretion to reject, approve, suspend or terminate the Buyer’s creation of an account with DeLuxury and/or the Buyer’s usage of the Platform and/or Services.
- 4.3 By creating an account, the Buyer irrevocably accepts and consent to the Terms, and to receive weekly email newsletter and communication by DeLuxury. The Buyer hereby

acknowledges and consents that DeLuxury may access, preserve and disclose the Buyer account information and Content (as defined below) to any legal regulatory, or government authority, the relevant rights owner, or third parties if required to do so by the Applicable Laws pursuant to an order of court or lawful request by any governmental or regulatory authority having jurisdiction over DeLuxury in accordance with the terms of the privacy policy at [**].

- 4.4 The Buyer is solely responsible for the activity that occurs on the Buyer's account even if such activities or uses were not committed by the Buyer, and the Buyer must keep its account password secure. If a legal disputes or law enforcement action is commenced related to the Buyer's account for any reason, DeLuxury may terminate the Buyer's account immediately with or without notice. DeLuxury shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the Buyer's failure to comply with this section.
- 4.5 The Buyer must notify DeLuxury immediately of any breach of security or unauthorized use of its account. DeLuxury shall not be liable for any losses caused by any unauthorized use of the Buyer's account.

5. CONDITIONAL USE OF OUR PLATFORM AND SERVICES

- 5.1 DeLuxury grants the Buyer a non-transferable and revocable license to use the Platform and/or the Services, subject to these Terms. Any breach of these Terms shall result in the immediate revocation of the license granted herein without notice to the Buyer.
- 5.2 The Products and/or promotional events expressed on the Platform are those of DeLuxury. Submissions or opinions expressed on the Platform are those of the individual posting such content and may not reflect DeLuxury's opinions. DeLuxury is responsible in publishing accurate, true and correct information of the Products on the Platform.
- 5.3 The availability of the Products may be limited, and DeLuxury is not responsible to ensure that the quantity set by DeLuxury is sufficient to meet all promotional events issued by DeLuxury.
- 5.4 DeLuxury is not responsible for additional or different terms, conditions, limitations and restrictions that are not imposed by DeLuxury on the Products. In the event that DeLuxury refuses to honour the Products without cause or contrary to law or these Terms, the Buyer may lodge a Complaint to DeLuxury under Clause 14 below, and DeLuxury shall use its best endeavours to address the Complaint. DeLuxury shall not be held responsible and liable for any of the Buyer's default in relation to the Products. DeLuxury also reserves the right at its sole discretion, to cancel, terminate or alter any Products at any time.

6. THE PLATFORM

- 6.1 The Buyer hereby acknowledges and agrees that the Platform is a platform managed and operated by DeLuxury for the sale and purchase of the Products.
- 6.2 The Buyer is responsible to conduct his/her own due diligence with respect to whether the Products offered or provided by DeLuxury is original, of merchantable quality, genuine and/or meets the specifications and conditions as prescribed by the Buyer.

- 6.3 Should the Buyer has any dispute, complaint and/or claim against with respect to the sale or purchase of any Products listed on the Platform, the Buyer's recourse is to initiate a Complaint against DeLuxury in accordance with Clause 14 below. DeLuxury does not bear any responsibility and liability whatsoever for any transaction, arrangement and/or agreement entered between the Buyer and any other third parties under the Platform.
- 6.4 DeLuxury cannot guarantee continuous or secure access to the Services, and operation of the Platform may be interfered with by numerous factors outside of DeLuxury's control. Accordingly, to the extent legally permitted, DeLuxury makes no representations or warranties of any kind with respect to the systems operated by DeLuxury or any software and hardware provided, or any part thereof, express or implied, and shall not be liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages which may be suffered or incurred by the Buyer or any third party in connection with the use of the Platform including (without prejudice to the generality of the foregoing) any loss of profit in consequence of a breakdown in providing the Services or part thereof.
- 6.5 Without limiting the foregoing and to the maximum extent permitted by applicable law, DeLuxury does not warrant that the Services and the Platform will be available, accessible, uninterrupted, timely, secure, accurate, complete, error-free or are free of viruses, worms, software locks, trojan-horses, routings, or any other harmful codes, instructions, programs or components.
- 6.6 The Buyer acknowledges and accepts that the risk arising out of the use or performance of the Platform and/or the Services remains with the Buyer to the maximum extent permitted by applicable law.
- 6.7 If there are any disputes involving one or more Buyers of the Platform, such Buyers agree to resolve such dispute between themselves directly, and to release DeLuxury from any and all claims, demands and damages arising out of or in connection with any such dispute.

7. GOODS AND SERVICES

- 7.1 DeLuxury shall post, list and/or publish the Products details and information such as price, charges, descriptions, conditions, pictures, photos, graphics, videos, specifications, options and such other terms and conditions ("**Product General Details**") on the Platform.
- 7.2 The Buyer is entitled to ask, enquire and/or request for additional and/or specific details in relation to the condition and quality of the Products ("**Specific Details Requests**"), whereby DeLuxury shall send and/or submit additional photos, graphic, pictures and/or videos in relation to the Products ("**Product Specific Details**") to address the Buyer's Specific Details Requests.
- 7.3 Upon the Buyer's review and satisfaction on the Product General Details and Product Specific Details, the Buyer may place an order with DeLuxury on the Platform for the purchase of the Products ("**Order**"). By placing an Order with DeLuxury, the Buyer is offering to purchase the Products on and subject to these Terms. Upon DeLuxury's receipt of the Order, DeLuxury shall provide a booking form to the Buyer ("**Booking Form**"). The Buyer's submission of the Booking Form shall be deemed as acceptance to these Terms, and the Buyer's purchase of the Products shall be subject to the following procedures as prescribed by DeLuxury at its sole and absolute discretion under these Terms.

- 7.4 Upon submitting the Booking Form to DeLuxury, the Buyer shall proceed to make payment to DeLuxury in accordance with Clause 8 below. Once the Order and purchase of the Products is confirmed and completed upon successful payment of the same by the Buyer, the Products will be arranged for pick-up and/or delivery in accordance with the terms and conditions that may be imposed by DeLuxury.
- 7.5 Whilst DeLuxury will try and ensure that all details, descriptions and prices which appear on the Platform are accurate, errors (including processing errors) may occur. DeLuxury does not warrant that the Products' descriptions or other content are accurate, complete, reliable, current, or error-free. DeLuxury also reserves the right to alter the details and information of the Products available on the Platform.
- 7.6 If DeLuxury discovers an error in the price or payment of the Products which the Buyer has ordered, DeLuxury will inform the Buyer of this as soon as possible and provide the Buyer option of reconfirming the Order at the correct price or cancelling it. If DeLuxury is unable to contact the Buyer, the Order is deemed to be cancelled. If the Order is cancelled and the Buyer has already paid for the Products, the Buyer will receive a full refund, net of all bank, finance and any other charges (if applicable).
- 7.7 The information pertaining to the Products may also contain typographical errors or other errors or inaccuracies and may not be complete or current. DeLuxury therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. DeLuxury also reserves the right to refuse to fulfil any Orders that the Buyer may place based on information on the Products that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, taxes, shipping, payment terms, or return policies.

8. PURCHASE AND PAYMENT

- 8.1 The Buyer should carefully read the Products details and review information under the Product General Details, Product Specific Details and such other terms and conditions of the Products before submitting the Booking Form, purchasing or collecting the Products from DeLuxury. DeLuxury shall not be held responsible and liable for any monetary refunds in relation to the conditions and/or quality of the Products after the Buyer's submission of the Booking Form with DeLuxury. For the avoidance of doubt, the Booking Form does not in itself constitute a valid and binding contract between the Buyer and DeLuxury and shall not be deemed accepted by DeLuxury until the Buyer has received a booking confirmation from DeLuxury.
- 8.2 DeLuxury will notify the Buyer if for any reason DeLuxury is unable to process the Buyer's request, or any part of it (in which case DeLuxury shall not take payment from the Buyer in respect of the cancelled request, or the partially cancelled request). The circumstances where DeLuxury may not be able to process and accept the Buyer request including but not limited to:
- (a) where the Products that the Buyer has ordered is no longer available in stock;
 - (b) where the payment has not been authorised;
 - (c) where DeLuxury has identified a description error on the Products; and/or
 - (d) where the Buyer has not complied in any way with these Terms.
- 8.3 The Buyer shall be entitled to make payment for the Products using the various payment methods made available on the Platform, including bank account, Touch-N-Go,

credit/debit card payments, any payment gateway and/or service providers as determined by DeLuxury.

8.4 Upon placing an Order and submitting the Booking Form to DeLuxury, the Buyer shall make selection for the payment and collection options of the Products, and to make payment (“**Payment**”) to DeLuxury in accordance with the respective options, as follows:

- (a) **Pick-Up Option-** The Buyer shall pay a strictly non-refundable deposit amounting to 50% of the Products Value within 24 hours from the submission of the Booking Form (“**Deposit**”), and the remaining 50% of the Products Value shall be payable upon pick-up of the Products. For Products that are available in stock, the Buyer shall pick-up the Products within 7 working days from the date of Booking Form, and for Products that are not available in stock, DeLuxury shall notify the Buyer to pick-up the Products within 7 days from the date that the Products are available in stock. If the Buyer fails to pick-up the Products within the stipulated timeline stated under this clause 8.4 (a), DeLuxury is entitled to cancel the Order and the Booking Form, and to forfeit the Buyer’s Deposit ; or
- (b) **Delivery Option-** The Buyer shall make full payment amounting to 100% of the Products Value within 24 hours from **the submission of the Booking Form**.

8.5 Upon the Buyer’s successful Payment, DeLuxury will proceed to arrange for pick-up and/or delivery of the Products, and the Buyer will not be entitled to cancel the Transaction for any reasons whatsoever. Upon the completion of pick-up or delivery of the Products by DeLuxury, the Transaction shall be deemed a “**Successful Transaction**”. What constitutes a Successful Transaction shall be determined by DeLuxury in its absolute discretion.

8.6 DeLuxury takes no responsibility and assumes no liability for any loss or damages arising from DeLuxury’s inability to process the Buyer’s purchase and/or payer information entered by the Buyer or wrong remittance by the Buyer in connection with the payment for the purchase. DeLuxury reserves the right to check whether the Buyer is duly authorized to use certain payment method, and may suspend the Transaction until such authorization is confirmed or cancel the relevant Transaction where such confirmation is not available or when DeLuxury has verified that the relevant Transaction is an unauthorized payment.

8.7 Where applicable, the Buyer warrants that the credit or debit card details that the Buyer provides is of the Buyer’s own credit or debit card and that the Buyer has sufficient funds to make the payment.

9. RATINGS AND REVIEWS

9.1 The Buyer may submit content to the Platform, including but not limited to any questions, ratings, reviews, communications, comments, texts, photographs, videos, sound, music, graphics, suggestions, ideas, code or any other data or materials pertaining to the Products (collectively, “**Content**”).

9.2 By posting or otherwise making available any Content via the Platform, the Buyer represents and warrants to the following:

- (a) The Buyer shall not use a false e-mail address, pretend to be someone other than the Buyer or otherwise mislead DeLuxury or any third party as to the origin of any Content.
- (b) That the Content supplied by the Buyer constitutes personal and true opinion based on the Buyer first-hand experience on the Products.

- (c) All content that the Buyer submits is true, accurate, current and complete.
- (d) The content the Buyer supply does not breach any of these Terms.
- (e) That neither the Buyer nor any family member of the Buyer is employed by or has any affiliation with DeLuxury the Buyer is rating or reviewing, or a competitor of DeLuxury.

9.3 The Buyer further agrees and warrants that the Buyer shall not at any time, submit any Content:

- (a) That is negative, untrue, inaccurate, misleading, offensive, abusive, and/or defamatory on the Platform or any other online websites, social media and/or platforms.
- (b) That is known by the Buyer to be false, inaccurate or misleading.
- (c) That infringes any third party's copyright, patent, trademark, trade secret or any other intellectual or proprietary rights or rights of publicity or privacy.
- (d) That breaches any law, statute, regulation or ordinance (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).
- (e) That discloses private information of any third party, including without limitation, addresses, phone numbers, email addresses, national insurance numbers and credit card numbers, or otherwise violates the rights of any third party, including without limitation, privacy rights.
- (f) That is, or may reasonably be considered to be, defamatory, libellous, hateful, racially or religiously biased or unlawfully threatening or harassing or discriminatory based on sex or gender to DeLuxury and/or any third party.
- (g) That is profane, vulgar, obscene or inappropriate language.
- (h) That impersonates, or misrepresents the Buyer's connection with, any entity or person.
- (i) That contains any computer viruses, worms or other potentially damaging computer programs or files.
- (j) That may undermine the feedback or ratings systems.

9.4 The Buyer agrees that the Buyer be solely responsible for the Content of its submission, and any comments the Buyer makes. The Buyer shall be solely liable for any damages resulting from any breach by the Buyer from any harm resulting from the Buyer's submission of Content. DeLuxury does not represent or warrant that any Content submitted by the Buyer is accurate, and or that it is free from mistakes, omissions, falsehoods, defamation, obscenity, pornography or profanity.

9.5 The Buyer agrees to indemnify DeLuxury (and its officers, directors, employees, affiliates, agents, subsidiaries, joint ventures, and any third-party service provider) and keep DeLuxury indemnified from any and all losses, damages (actual and consequential), liabilities (whether criminal or civil), claims, disputes, demands, causes of actions, costs and expenses (including reasonable legal fees and expenses), fines, or penalties of every kind and nature, known and unknown, arising out of, in connection with, or related to: (i) the Buyer's Content; (ii) any breach of the Buyer's representations and warranties as set out above; and/or (iii) any breach of any Applicable Laws, or the Buyer's interference with the rights of a third party.

9.6 The Buyer understands the Platform is public and that if the Buyer posts any Content, DeLuxury may use, modify, edit, delete, translate or republish such Content and that the Buyer agrees that any submission is non-confidential and non-proprietary and may be used in any manner or medium whatsoever by DeLuxury. For the avoidance of doubt, DeLuxury shall have the right, but not the obligation, to pursue any one or more of the

following actions with regard to the Buyer's submissions and the Buyer's interactions via the Platform:

- (a) to monitor or review the Buyer's submission of Content;
- (b) to remove or refuse to post any Content within the Platform that DeLuxury deems, in its sole discretion, which violates the submission guidelines as may be prescribed by DeLuxury;
- (c) to suspend or terminate the Buyer's access to the submission of Content on the Platform as DeLuxury deems appropriate in the circumstances; and
- (d) to suspend the Buyer's account that violate the submission guidelines noted in this Clause 9.

9.7 Provided that the Content does not violate any of DeLuxury's content policy, DeLuxury reserves its right, and at its sole discretion, to remove any negative Content pertaining to the Products if the Content contains mistakes, omissions, falsehoods, defamation, obscenity, pornography or profanity, any breach of law or interference with the rights of a third party.

9.8 DeLuxury reserves the right at any time, at its sole discretion, to change or otherwise modify any part of these Terms with notice to the Buyer, and the Buyer continued submission of Content signifies the Buyer's acceptance of the updated or modified terms.

10. PROMOTIONAL EVENTS

10.1 DeLuxury may also, at its sole discretion, from time to time offer various promotions in any form as it deems appropriate on the Platform to create, encourage and sustain Buyer's interest in the Products ("**Promotion**").

10.2 DeLuxury reserves the rights to introduce the Promotion (individually or collectively) at intervals of its choice. DeLuxury may also provide separate terms and conditions governing each one of its Promotion. While choosing to participate in the Promotion, the Buyer is, apart from these terms, requested to peruse and understand the separate terms which governs each individual Promotion. Under certain circumstances, DeLuxury may, at its sole discretion, at any time and with prior notice to the Buyer, withdraw, modify, suspend, cancel or delete all, or a part of the Promotion or the terms and conditions governing such Promotion.

11. DELUXURY ACTIVITY

11.1 DeLuxury may also, at its sole discretion, from time to time conduct various events and activities in any form as it deems appropriate for the Buyer to participate on the Platform to encourage and sustain Buyer's interest in the Products ("**DeLuxury Activity**").

11.2 The DeLuxury Activity shall be subject to a separate activity policy and such other procedures as may be determined by DeLuxury from time to time, in its sole and absolute discretion ("**Respective DeLuxury Activity Policy**").

11.3 DeLuxury reserves the rights to introduce the DeLuxury Activity (individually or collectively) at intervals of its choice. While choosing to participate in the DeLuxury Activity, the Buyer is, apart from these Terms, requested to peruse and understand the Respective DeLuxury Activity Policy. Under certain circumstances, DeLuxury may, at its sole discretion, at any time and with prior notice to the Buyer, withdraw, modify, suspend, cancel or delete all, or any part of the DeLuxury Activity, the Respective DeLuxury Activity Policy and/or other terms and conditions governing such DeLuxury Activity.

12. DELUXURY POINTS

- 12.1 As a Buyer and by actively purchasing Products on the Platform, the Buyer may be entitled to be gifted certain reward points on the Platform (“**DeLuxury Points**”) which can be used to redeem, purchase rewards, offers, goods, services, benefits, Promotion and more access on the Platform (collectively “**Benefits**” and individually a “**Benefit**”) that is granted or provided by DeLuxury on the Platform.
- 12.2 The Buyer’s entitlement and usage of the DeLuxury Points and/or Benefits shall be determined by DeLuxury in its sole and absolute discretion and may be subject to change by DeLuxury, from time to time, without notice to the Buyer.
- 12.3 The DeLuxury Points can only be used for the redemption and exchange of the Benefits on the Platform or such other purposes as may be prescribed by DeLuxury from time to time.
- 12.4 The DeLuxuryPoints shall not be exchangeable for cash or cash equivalents or used as a means for transaction for any monetary gain (cash or otherwise) and shall not be used as legal tender.
- 12.5 The granting and issuance of the DeLuxury Points to the Buyer shall be subject to a separate DeLuxury points policy and such other procedures as may be determined by DeLuxury from time to time, in its sole and absolute discretion (“**Respective DeLuxury Points Policy**”). DeLuxury may, at its sole discretion, at any time and with prior notice to the Buyer, withdraw, modify, suspend, cancel or delete all, or any part of the DeLuxury Activity, the Respective DeLuxury Points Policy and/or other terms and conditions governing such DeLuxury Points.
- 12.6 DeLuxury reserves the right to suspend the Buyer’s use and relinquish, terminate and cancel the DeLuxury Points for any reason whatsoever, including in the event the Buyer breach any of these Terms or in the event the Buyer’s account is suspended, investigated, or terminated. Any of DeLuxury’s determination as aforesaid shall be final and conclusive.

13. DELIVERY

- 13.1 The delivery of the Products to respective Buyer in connection to any Transaction shall be subject to the delivery policy and such other procedures as may be determined by DeLuxury from time to time, in its sole and absolute discretion (“**Delivery Policy**”).
- 13.2 For any delivery of the Products within West Malaysia, DeLuxury, through its designated third party logistics service providers (“**DeLuxury’s Logistics Partner**”), will provide delivery services to the Buyer at DeLuxury’s costs, in accordance with the terms and conditions under the Delivery Policy. DeLuxury shall fulfil the Order through and cooperate fully with DeLuxury’s Logistics Partner to carry out the delivery services. For any delivery in accordance with this Clause 13.2, DeLuxury shall be responsible for all payment of all delivery fees, costs, taxes and any other charges related to the shipping and/or delivery of the Products.
- 13.3 For any delivery of the Products within East Malaysia and/or outside of Malaysia, DeLuxury may at its discretion, use any method or route to perform the delivery of the Products to the respective Buyer, who are located within East Malaysia and/or outside of Malaysia, which DeLuxury deems appropriate at the Buyer’s costs. For any delivery in accordance with this Clause 13.3, the Buyer shall be responsible for payment of all delivery fees, customs duties, taxes and any other charges related to the shipping and

custom clearance of the Products. Any costs assessed against or incurred by DeLuxury in relation to shipping and customs clearance shall be payable by the Buyer.

13.4 DeLuxury's delivery of the Products to the Buyer through DeLuxury's Logistics Partner shall be in accordance with the following estimated timeline:

- (a) East Malaysia- 5 to 7 working days
- (b) West Malaysia- 3 to 5 working days

The delivery timeline stated under this Clause 13.5 and/or any dates quoted for delivery of the Products are approximate only, and DeLuxury shall not be held responsible and liable for any delay in delivery of the Products howsoever caused.

DeLuxury will procure from DeLuxury's Logistics Partner a basic insurance coverage up to RM10,000.00 only for every Product to protect the Buyer's Order against any loss or damage during delivery ("**Insurance Coverage**"). The total liability of DeLuxury to the Buyer in the event there is any loss or damage to the Products which are the subject of delivery by DeLuxury's Logistics Partner and where DeLuxury is responsible for the risk, shall be only limited to the aggregate amount of the Insurance Coverage for the Products only. The Buyer shall have the option to top up and/or increase the amount of the Insurance Coverage for the Products, at the Buyer's own costs and expenses, by submitting a written request to DeLuxury ("**Increased Insurance Coverage**").

13.5 In the event that there is any loss or damage to the Products which such loss or damage is caused by the Buyer's instructions/information wrongly provided to DeLuxury, Buyer's failure to comply with these Terms or the Delivery Policy, or otherwise directly or indirectly caused by Buyer, DeLuxury shall not be liable for any such loss or damage.

14. COMPLAINT

14.1 The Buyer shall notify and report any complaints in relation to the Products to DeLuxury ("**Complaints**"), immediately and no later than **three (3) days from the receipt of the Products**. If the Buyer fails to provide such notification or report within the prescribed period, DeLuxury shall be discharged from any liability for the defects, conditions and/or quality of the Products, and the Buyer shall be deemed to have fully accepted to the Products, and there shall be no further disputes in relation to the condition, quality and merchantability of the Products can be made by the Buyer.

14.2 DeLuxury places great value on our Buyer's satisfaction and shall use its best endeavours to take and address all Complaints seriously. Upon the Buyer's submission of the Complaints, DeLuxury shall within three (3) business days attend to and evaluate the Complaints ("**Evaluation**"). Upon DeLuxury's Evaluation, DeLuxury shall have the sole discretion to accept and/or reject the Buyer's Complaints. In the event that the Buyer's Complaint has been rejected, the Buyer shall not be entitled to any recourse option by DeLuxury. If the Buyer's Complaint has been accepted, DeLuxury shall attempt to address and resolve the Buyer's Complaint within three (3) business days, failing which Clause 14.3 shall apply.

14.3 In the event that the Complaint cannot be resolved within the stipulated timeline as set out under Clause 14.2, , DeLuxury shall have the right to request the Buyer to return the Products to DeLuxury for DeLuxury's inspection ("**Return Request**"), whereby the Buyer must proceed to return the Products to DeLuxury within three (3) business days from the date of the Return Request. DeLuxury aims to complete the inspection of the Products within seven (7) business days ("**Inspection Completion**") from the date of receipt of the returned Products, and shall at DeLuxury's sole discretion, either return

the Products to the Buyer in the event that DeLuxury's Inspection on the Products reveal no faults from DeLuxury, or make determination on the Buyer's recourse option for return, refund or resale procedures in accordance with Clause 15 below. All Complaints should be addressed to DeLuxury Customer Service at: (a) our page at [**]; (b) our helpline: [**]; or (c) our email: [**].

15. RETURN, REFUND OR RESALE

- 15.1 Upon receipt of the Buyer's Complaints, and completion of the Inspection Completion, DeLuxury reserves the right to determine whether the Complaint is valid or to make a determination on the Buyer's recourse options i.e. for either a return, refund or resale of the Products in accordance with this Clause 15.
- 15.2 The return or refund of the Products (or any part thereof) shall subject to the procedures as may be determined by DeLuxury from time to time, in its sole and absolute discretion ("**Refund Policy**"). DeLuxury shall not be liable for any matter arising from or incidental to the return or refund of the Products.
- 15.3 Pursuant to DeLuxury's Refund Policy, the Buyer shall only be entitled to the return or refund of the Products, subject to the following conditions: -
- (a) full refund of the Products is only available if the Products are proven to be not authentic. The determination of the Product's authenticity shall be conducted by a designated third party inspector to be mutually agreed by DeLuxury and the Buyer;
 - (b) notwithstanding clause 15.3(a) above, full refund of the Products may be available subject to DeLuxury's sole discretion in accordance with Clause 15.4; and
 - (c) partial refund of the Products is strictly not allowed.
- 15.4 If there are any unreported defects and/or any minor deviations, including any flaws, imperfections, scratches, blemishes and/or taints on any of DeLuxury's Products, which cannot be reasonably discovered from the Product General Details and/or Product Specific Details, the Buyer may lodge a Complaint under the Clause 14, whereby this will be treated by DeLuxury as a special case, and DeLuxury may at its sole discretion, inspect the Products and access the Complaint and the return or refund of such Products in accordance with this Refund Policy, on a case-to-case basis.
- 15.5 The Buyer may submit application to DeLuxury at [**] for return or refund of the purchased Products. Any monies to be refunded pursuant to a successful application shall be subject to a deduction such administrative charges as may be imposed by DeLuxury, from time to time, in its sole and absolute discretion or such other charges as may be imposed by any third party.
- 15.6 Each Buyer's application for return or refund of the Products will be assessed based on this Refund Policy or a case-by-case basis, at its sole discretion and DeLuxury's decision shall be final and the Buyer agrees to be bound by the same.
- 15.7 Further, if the Buyer is unsatisfied on the condition and quality of the Products, including any defects and/or wear and tear, the Buyer shall not be entitled to the return, replacement or refund of the Products under this Refund Policy. However, the Buyer is entitled to resell the Products through DeLuxury at the Platform, subject to the procedures as may be determined by DeLuxury from time to time, in its sole and absolute discretion ("**Resale Policy**").

15.8 Pursuant to the Resale Policy, DeLuxury shall endeavour to assist the Buyer to resell the Products on the Platform at the same Products Value of the Products within one (1) month period (“**Resale Period**”). However, should any potential customer request for discount on the respective Products, DeLuxury will first obtain consent from the Buyer before offering the discount to the potential customer.

15.9 The resale of the Products shall be subjected to the following conditions:

- (a) Successful resale- DeLuxury shall remit all proceeds obtained from the resale of the Products to the Buyer within 3 to 5 working days; or
- (b) Unsuccessful resale- The Buyer shall has the option to continue the resale of the Products at the Platform for another term of Resale Period, or to cancel the resale of the Products and request for DeLuxury to return the Products to the Buyer.

15.10 For any pre-loved and/or pre-owned Products, the Buyer hereby acknowledges and accepts that there may be defects including flaws, imperfections, blemishes, taints, scratches and/or fair wear and tear on such Products. In the event that the Buyer is unsatisfied with the pre-loved and/or pre-owned Products for any reasons, the Buyer may submit an application to DeLuxury at [**] for the resale of such Products at the Platform subject to the Resale Policy. Notwithstanding this Clause 15.10, DeLuxury reserves the right to reject the Buyer’s request for resale of the Products.

16. WARRANTIES/NO WARRANTIES

16.1 DeLuxury shall not be held responsible and/or liable to the Buyer for the following:

- (a) any defects, wear and tear condition, minor deviations, including any flaws, imperfections, scratches, blemishes and/or taints on any of DeLuxury’s Products which have been shown/disclosed from the Product General Details and/or Product Specific Details;
- (b) any defects in the Products arising from the Buyer’s neglect, negligence, misuse, abuse, damage, external action, carelessness, alteration, repair or from normal wear and tear of the Products;
- (c) any delay in performing, or any failure to perform any of DeLuxury’s obligations in relation to the Products, if the delay or failure was due to cause beyond DeLuxury’s reasonable control;
- (d) delivery delays beyond the estimated delivery date; or
- (e) all other warranties expressed or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose and all such warranties are expressly excluded to the extent permitted by law.

16.2 The Products claimed to be defective shall be returned to us for inspection in accordance with Clause 14. DeLuxury may refuse to provide for the return, refund, replacement and/or resale of the Products under Clause 15 to the Buyer if the Buyer has not complied with the request to return the Products claimed to be defective within the stipulated timeline herein.

17. INDEMNITY

17.1 The Buyer agrees to defend, indemnify (and keep indemnified) and hold DeLuxury and its affiliates, and their agents, directors, officers, employees, successors and/or assignees, harmless from and against any claims, liabilities, damages, costs, judgments,

losses or expenses (including reasonable legal fees on a full indemnity basis), arising out of or in connection with:

- (a) The Buyer's violation or breach of any terms, conditions, representations and warranties of these Terms or any Applicable Laws, including any local laws or ordinances, whether or not referenced herein; and/or
- (b) DeLuxury's enforcement or attempt to enforce the obligations of the Buyer; other than where any such claim, liabilities, damages, costs, judgments losses or expenses arises solely as a result of DeLuxury's negligence.

17.2 Notwithstanding any other provision herein, it is agreed that neither party shall be liable to the other party for any loss of profit, goodwill, business opportunity, and anticipated savings or for any indirect, special or consequential loss or damage suffered or flowing from this Agreement, even if reasonably contemplated or if such other party has been advised of the possibility of such loss or damage.

18. EXCLUSIONS AND LIMITATIONS OF LIABILITY

18.1 In no event shall DeLuxury be held liable whether in contract, warranty, tort (including, without limitation negligence, product liability, strict liability or other cause of action at law, in equity, by statute or otherwise for:

- (a) Any direct or indirect loss of use, loss of profits, loss of revenues, loss of data, loss of good will, or failure to realise anticipated savings; or
- (b) Any indirect, incidental, special or consequential damages, arising out of or in connection with the use or inability to use the Platform or the Services, including without limitation, any damages resulting therefrom.

18.2 The Buyer acknowledges and agrees that the Buyer's only right with respect to any problems, issues or dissatisfaction with the Services and/or Products is to request for termination of account and/or discontinue any use of the Services, and to the return, refund, replacement and/or resale of the Products under Clause 15.

18.3 In the event that DeLuxury is found by a court of competent jurisdiction to be liable, DeLuxury's liability to the Buyer or any third party is limited to the total amount of the Insurance Coverage and/or Increased Insurance Coverage (whichever applicable) in relation to the sale of the relevant Products.

19. FORCE MAJEURE

19.1 DeLuxury shall not be liable to the Buyer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of DeLuxury's obligations under this Agreement, if the delay or failure was due to a Force Majeure, provided that DeLuxury shall:

- (a) as soon as practicable, serve on the Buyer written notice thereof specifying the particulars of the Force Majeure event, the extent to which DeLuxury is unable to discharge or perform its obligations, the cause(s) for the inability of DeLuxury to perform or discharge its obligations and the estimated period during which DeLuxury is unable to perform or discharge its obligations; and
- (b) where applicable, promptly take and continue to take all action within its powers to minimise the duration and effect of the Force Majeure event on the Buyer.

19.2 DeLuxury that may invoke this Section shall use commercially reasonable efforts to reinstate its ongoing obligations to the other party as soon as practicable.

20. TERMINATION

20.1 DeLuxury may without prior notice to the Buyer, immediately terminate or revoke any all of the Buyer's rights granted under these Terms. Upon any termination of these Terms, the Buyer shall immediately cease all access to and use of this Platform and/or Services in whole or in part. Any termination of these Terms shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. DeLuxury shall not be liable to the Buyer or to any other person as a result of any such suspension or termination.

21. GOVERNING LAW

21.1 These Terms shall be governed by and construed in accordance by the laws in force in Malaysia. Unless and otherwise required by applicable laws, any dispute, controversy, claim, difference or breach of any kind whatsoever shall arising out of or relating to these Terms against or relating to DeLuxury or any indemnified party under these Terms shall be settled by arbitration in accordance with the AIAC Arbitration Rules whereas: -

- (a) The seat of arbitration shall be in Kuala Lumpur.
- (b) The language to be used in the arbitral proceedings shall be in English.
- (c) Before referring the dispute to arbitration, the Parties shall seek on an amicable settlement of that dispute by mediation in accordance with the AIAC Mediation Rules as in force on the date of the commencement of mediation.
- (d) The arbitration judgement shall be final and shall have binding effect over the Party. Unless otherwise decided by arbitrator, the losing party shall assume all arbitration charges and expenses.
- (e) Notwithstanding above article, when there is any breach of this Agreement or confidentiality in this Agreement, or when injunctive relief may be requested due to irreparable damage, the Party of this Agreement may request for injunctive relief.

22. NOTICES

22.1 The Buyer hereby consent to all notices and other communications which are required under these Terms can be given by DeLuxury in any one of the following manners:

- (a) By ordinary post to the Buyer's last known address in our records and such notification shall be deemed received two (2) days after posting;
- (b) By electronic mail to the Buyer's last known email address in our records and such notification shall be deemed received twenty-four (24) hours after sending;
- (c) By being displayed on the Platform and such notification shall be deemed effective upon such display;
- (d) By notification in whichever form as DeLuxury deems fit to the Buyer's account on the Platform; or
- (e) By notification to the Buyer in any other manner as DeLuxury deems fit.

22.2 Any notice to be given to DeLuxury shall be in writing and shall be delivered by hand or by prepaid, registered or recorded delivery post or by electronic transmission to the following address and/or email address:-

Address : [**]

Email : [**]

23. INTEGRAL PART OF THESE TERMS

23.1 The Parties hereby acknowledge that the Privacy Policy, Respective DeLuxury Activity Policy, the Respective DeLuxury Points Policy, the Delivery Policy, the Refund Policy, the Resale Policy and all other policies that may be prescribed by DeLuxury from time to time shall constitute an integral part of these Terms.

Last Updated: [1]