



# Likwid General Terms of Service

## Introduction

Welcome to Likwid's social entertainment and ecommerce services platform available through Likwid Pte. Ltd.'s mobile application. In this General Terms of Service, references we make to Likwid shall also be referred to as "We", "Us" and "Our" means either Likwid Pte Ltd (BRN: 201936366-N), a Singapore corporation, with its principal business address at Plus @ 20 Cecil Street #05-03 Singapore 049705 and/or any of its affiliates and subsidiaries. In order to use Our Platform you must agree to Our Terms and Privacy Policy and consenting to Us processing your personal data. By using any services on Our Platform, you agree to be bound by these Terms, Community Guidelines and Privacy Policy.

Please read them carefully.

## 1. Interpretation

1.1 In this Terms, unless the context requires otherwise, all capitalized words shall have the following meaning:

"Actual Currency"	means your in app currency of the Seller's proceed account on Likwid credit counter for Goods sold to Buyers on Our Platform;
"Buyer"	means the person who have made purchases Goods on Our Platform;
"Conditions"	means these Terms and Conditions of Sale below;
"Contract"	means the contract formed when Seller accepted the order placed by Buyer on Our Platform for the purchase of Goods sold by Seller;
"Goods"	means the physical goods made available for sale on Our Platform;
"Intellectual Property Rights"	means all patents and copyright, moral rights, trademarks, design rights, rights in or relating to databases, and/or confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world;
"Platform"	means Our website <a href="http://www.likwid3.com">www.likwid3.com</a> . and/or Our Likwid's mobile app;
"Seller"	means a Business Account User which uses Our Platform and/or Services to sell Goods to the Buyers;

“Services”	means the use of any services, information and functions made available by us at Our Platform;
“Terms”	means the Likwid’s General Term of Service, the Terms of Sales, Seller Terms and all other terms and conditions and policies pertaining to the use of Our Platform and/or the Services.  These Terms describe the conditions governing Our relationship with you and your use and access to Our Platform. These Terms apply to all users of Our Platform, including without limitation users who are browsers, vendors, customers, sellers, and/ or contributors of content;
“Us, We, Our”	means Likwid Pte Ltd, a Singapore corporation, with its principal business address at Plus @ 20 Cecil Street #05-03 Singapore 049705 or any of its affiliates and/or subsidiaries; and
“Your Content”	means the content which you have uploaded on our Platform or our Services.

- 1.2 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.
- 1.3 The headings in these Terms are for convenience only and shall not affect the interpretation of any parties.

## General Terms of Service

### 2. Who can use Our Platform

- 2.1 You may only use Our Platform if you agree to enter a binding contract with Us and other users, Sellers and you are not a person forbidden to receive these services under the laws of the applicable jurisdiction.
- 2.2 In order to use Our Platform, you must be age 18 and above. If you are a parent or legal guardian of a child under the age of 18("Parent"), you agree to these Terms on behalf of yourself and your child and/ person under your guardianship and be responsible over the action of your child or your guardianship. If you do not agree to these Terms, Our Community Guidelines and Privacy Policy, you must not use Our Services or Our Platform.
- 2.3 If you are using Our Platform on behalf of a company or other entity, you agree to be authorized to grant any authorization specified in these Terms and to accept these Terms on behalf of the Company or the subject in question.

### 3. Terms of Platform Changes

- 3.1 We constantly improve Our Platform, so We reserve the right to change, modify, add, remove or replace any part of these Terms at any time without notice to you. It is important for you to be aware of any changes made to the Terms as your continued use or access of Our Platform after the posting of the changes, modification, replacement, addition, or removal of any clauses of the Terms means that you agree and accept the changes implemented. The changes to the Terms will be effective when posted on Our Platform without notice provided to you. If you do not agree to comply with the amended Terms, you must cease to use and access to Our Platform.
- 3.2 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, Our Platform or any services, promotion(s) or program within Our Platform and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing Our Platform or any part of the services, promotion(s) or program on Our Platform.

### 4. Your Privacy

- 4.1 For Us, your privacy is very important. By consulting Our Privacy Policy, you can find out how We handle your data when using Our Platform. Therefore, we encourage you to read Our Privacy Policy carefully and by your continued use of Our Platform you agree and authorize that your personal data may be collected and processed by Us.

### 5. Sharing content and information

- 5.1 You are the owner of all content and information that you publish on Our Platform and you can control how this information is shared through the privacy settings, which can be viewed within the Platform under "Settings".
- 5.2 With respect to Intellectual Property Rights, such as photos, music, contents and/or videos which you have uploaded on Our Platform, you grant Us the following permissions, subject to privacy settings and application settings. You hereby grant and provides Us with a non-exclusive, transferable license, which can be licensed as royalty-free, world-wide licensing, which allows the use of Your Content published on our Platform ("IP License"). The IP License term ends when you delete your account or Your Content in your account unless such content has been shared with third parties and that you have not deleted them.
- 5.3 When you delete Your Content, it is similarly when emptying the computer bin. However, the removal of Your Content may be stored as backup copies for a certain period of time on Our Platform (though not visible to others) for purpose of audit and compliance with local regulations.
- 5.4 Whenever you publish the Your Content or information on Our Platform, you authorise Us to provide other users using Our Services and/or Platform access to your information and Your Content through the various services available on Our Platform, unless such information is published with specific services that foresee restrictive access to a reduced group of people.

- 5.5 Whenever you publish Your Content or any information on Our Services and/or Platform you agree that you will not publish content which:
- (a) is sexually explicit, obscene, pornographic or pedophilic character;
  - (b) Incites violence, including violence against women or child, as well as attacks on human dignity, crime, offense, suicide, terrorism, protest and disturbance to public safety and disorder;
  - (c) advocate of war crimes, crimes against humanity, crimes and offenses of collaboration with the enemy or acts of terrorism;
  - (d) Causes discrimination, hatred, violence against a person or a group of persons because of their origin or their belonging or non-belonging to an ethnic group, nation, race or religion;
  - (e) Causes hatred, violence or discrimination to any person or group of persons because of their gender, sexual orientation, gender identity or disability;
  - (f) Causes discrimination among natural persons by reason of their origin, gender, marital status, pregnancy, physical appearance, surname, health status, disability, genetic characteristics, sexual orientation, age, political opinions, trade union activities, true or alleged belonging or non-belonging to an ethnic group, nation or race or a particular religion;
  - (g) Affects the honor, consideration, credibility, defame or image of a person or entity;
  - (h) Interferes with the security, private life, image and privacy of a person, or entity;
  - (i) Is contrary to public order;
  - (j) Infringes or violates any third party(ies) intellectual property rights; or
  - (k) Breach any codes, rules, regulation, statues or law of any country.
- 5.6 We are editor of only contents that is published on Our own initiative on Our Platform. Content published by the users or you on Our Platform is not subject to any control, either a priori or a posteriori, by Us. We are merely hosting the Your Content and the content posted and published by other users of Our Platform. We are not the publisher of the contents published on our Platform. Any representation expressed on Our Platform by other users or sellers are representations of the user and/or sellers and it does not reflect Our opinion. However, We are obliged, in Our role as a host, to act promptly to remove the illicit or improper contents that is hosted on Our Platform or make it impossible to access, as soon as We are made aware of it.
- 5.7 You expressly agree and accept that we may remove from any account of any user or Your Content if Your Content or any content that is published by the user or you is contrary to good morals or does not comply with this Conditions, regulations, directive, codes or law in force with regard to online content, without notice or indemnity in favor of yourself, nor prejudice of the rights of ours.

- 5.8 In any case, you and other user agrees to respect the laws applicable in the countries in which you are using our Services and/or Platform.
- 5.9 If you find any content that does not comply with the stipulations of this Conditions, you agree to inform our Support immediately at [customerservice@likwid3.com](mailto:customerservice@likwid3.com)

## 6. Account Registration and Security

- 6.1 If you want to use certain features of the Services on Our Platform, you will need to create an account with Us. You can create an account if you have (a) a pre-existing Facebook account, (b) a pre-existing Instagram account, (c) a pre-existing Google account or (d) a pre-existing email account. In the case of (a), (b) and (c), the account will be created by extracting certain personal information from your Facebook, Instagram or Google account whose privacy settings allow Us to access it. It is important that you provide Us with accurate, complete, up-to-date information about your account and agree to update this information whenever necessary to keep it accurate, complete and up to date.
- 6.2 We are committed to maintaining the security of Our Services and Platform for all Our users and sellers, but we cannot guarantee it. That is why we need your help. By using Our Platform, you agree to:
- (a) be solely responsible for your conduct on Our Platform, including any text, data, information, screen names, photos, audios, graphics, links, music and video clips that you submit, display, post and/or broadcast on Our Platform;
  - (b) not use and post any URLs in your screen name or under profile description without Our consent nor do you link or route Our Platform to any third party platform without Our consent;.
  - (c) not use Our Platform for illicit purposes or any actions forbidden by the law and also this Conditions;
  - (d) not use any robots, spiders, crawlers, or other automated tools or interfaces to access Our Platform or to extract information from other users;
  - (e) not use or develop any third-party application that interacts with Our Platform or with the contents or information of other users without our written consent;
  - (f) not use Our Platform in a manner that may interfere with other users, disturb them, adversely affect them or prevent them from fully enjoying Our Platform;
  - (g) not use Our Platform in a manner that may harm, disable, overburden, or impair the operation of Our Platform ;
  - (h) not use or attempt to use accounts, username or password of other users without their permission, or use another person's name or identity as to mislead Us, our users, Buyers or Sellers;
  - (i) not ask other users for their login credentials;
  - (j) not post, publish, broadcast, allow viewing of any pornographic content or content which contain violence, threats, hate speech, incite violence or racial disharmony or violence instincts;

- (k) not attempt to circumvent the filtering techniques of the content we use or attempt to access areas or features of Our Platform that you are not authorized to access;
- (l) not probe, analyze, or test the vulnerability of Our Services and/or Platform or any system or network;
- (m) not encourage or promote activities that violate these Conditions;
- (n) not access Our private API by other means except for the usage of Our Platform;
- (o) provide review(s) that are genuine, honest opinion on the Goods purchased on Our Platform and don't to discredit a competitor Seller;
- (p) not to use a username which is offensive, inappropriate or impersonate another person's identity;
- (q) manipulate the price of any item or interfere with Ours, other user's or Seller's listings; and
- (q) not violation of any of the Conditions herein, of which could lead to termination of your account registered with Us. Although Our Platform provides social media services, you understand and agree that We cannot be responsible for the user-generated content posted on the Platform. You understand and agree you may be exposed to such materials and that you use Our Platform at your own risk.

## 7. Your Account on our Platform

- 7.1 You are responsible for all activity that occurs in your account on Our Platform. For this, it is important to keep it safe. One way to do this is to choose a complex password that you will not use for any other account and do not share your account information with anyone.
- 7.2 By using Our Platform, you agree to use them with common sense and:
  - (a) Do not create more than 1 account for yourself;
  - (b) Do not create another account if you have disabled one account previously by Us, unless you have received Our written consent;
  - (c) Do not buy, sell, rent or rent access to your account, your username with anyone or share a friend's link without Our written consent;
  - (d) Do not share your password, account identifier or if you receive a One Time Password ("OTP") via SMS, do not share the OTP with anyone; and/or
  - (e) Do not log in or attempt to access Our Platform through unauthorized third-party applications.
- 7.3 If you believe someone has unauthorised access to your account, please contact Our Support immediately. We 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, your failure to comply with this Conditions.

- 7.4 You also agree not to use Our Platform to violate any applicable law, rule(s), or regulation(s) (including but not limited to the laws of trespass), and you agree not to encourage or enable any other individual to violate any applicable law, code, directives, rule(s), or regulation(s). Without limiting the foregoing, you agree that in conjunction with your use of Our Platform you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property and land without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in any injury, death, property damage, and/or liability of any kind.
- 7.5 You agree that We reserve the right to refuse Our Service and/or Our Platform to anyone at any given time if a violation of any of this Conditions or the law happens.

## 8. Currencies on Likwid

- 8.1 Each Seller (Business Account User) has a Likwid credit counter on Our Platform. Users will be able to see Actual Currency counter on their Account. These Actual Currency are earned from, sales transactions, and/or participating in promotions or Likwid's programs.
- 8.2 Seller's settlement amount from sales of Goods is completed will be credited into the Seller's credit counter once the sales of Good(s) transaction has been completed either by Buyer or by system after 5 days of Goods being delivered.
- 8.3 In scenario where there is error in processing of any transactions, penalties involved due to breach of T&C or refunds of the Goods, you authorize Us to initiate a debit or credit entries to your Likwid Credit Counter:
- (a) to correct errors in processing of transactions;
  - (b) settlement of any transaction disputes;
  - (c) connection to any rewards or rebates;
  - (d) connection to any uncharged fees';
  - (e) connection to any lost, damaged, or incorrect items;
  - (f) connection to any items detained in customs;
  - (g) connection to penalty fees.

## 9. Protection of Third-Party Rights

- 9.1 We respects the rights of others, and you too should do the same. You may not use Our Platform or give the possibility to anyone else to use Our Platform in such a way that your actions :
- (a) violate other rights of disclosure, privacy or other's Intellectual Property Rights;
  - (b) constitute abuse, harassment or intimidation;

- (c) defame Us, any user(s) or groups and/or our Sellers ; and/or
  - (d) creates spam or unwanted solicitation to Our users.
- 9.2 These Conditions do not grant you the right to any of the following actions (nor to put someone in a position to do so):
- (a) use brand, logos, graphics, photographs, videos, or other materials which infringes the copyright, trademark, or other Intellectual Property Rights of a third party on Our Platform;
  - (b) to copy, archive, download, upload, distribute, transfer, transmit, represent, display, make available or otherwise use Our Services or the content of the Our Services and/ Platform, in whole or in part, except as authorised in these Conditions;
  - (c) use Our Platform, the tools provided by Our Platform, or any content on Our Platform for commercial purposes without Our permission; and/or
  - (d) to copy, archive, download, upload, distribute, transfer, transmit, represent, display, make available the content of any of our users or Sellers without the prior consent of the content owner.

## 10. Intellectual Property Rights

- 10.1 All Intellectual Property Rights, whether registered or unregistered, on Our Platform, information content on Our Platform and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain Our Intellectual Property Rights or where applicable, our affiliates or third-party Intellectual Property Rights. The entire contents of Our Platform also are protected by copyright as a collective work under Malaysia copyright laws and international conventions. All rights are reserved.
- 10.2 No part or parts of Our Platform may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, iFrame, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system, or equipment any Intellectual Property Rights without Our prior written permission or that of the relevant Intellectual Property Right owner(s). No party accessing Our Platform shall claim any right, title or interest therein. Permission will only be granted to you to download, print, or use the Intellectual Property Right for personal and non-commercial uses, provided that you do not modify the Intellectual Property Right of the content and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the materials.
- 10.3 We respect the copyright work of all parties. Therefore, we will take reasonable steps to promptly remove from Our Platform any material that infringes Intellectual Property Rights of any third party which we are made aware of. We reserve the right and responsibility to remove any content that is required by the law or is in breach or violation of any Intellectual Property Rights of third parties. You hereby acknowledge and agree that if you are in violation of any Intellectual Property Rights of third party, you agree to indemnify us from any actions taken against Us by any third party and We have the right to remove, delete and close your account without any notice to you if your account is inactive, violates Our Terms or misleading other users.



- 10.4 By agreeing to use Our Platform, you understand and agree that:
- (a) we do not claim any ownership rights to the any Your Content that you post on our Platform, this includes and is not limited to text, images, photos, videos, recorded live broadcast, GIFs, audios, clips, files, music or any other related materials; and
  - (b) Through usage of Our Platform, some advertising or promotions may be displayed to Our users. You hereby grant Us right to use Your Content including licensing to us all the Intellectual Property Rights of Your Content and/or also your username or profile name including for the purpose of advertising and promotion. You agree that Your Content could be altered without notice to you.
- 10.5 If you believe that something within Our Services violates your copyright or trademark, we encourage you to contact Us via [customerservice@likwid3.com](mailto:customerservice@likwid3.com). Alternatively, you can submit a report to Us by providing Us with all the supporting document for Us to investigate this matter at:
- Likwid PTE LTD.
- Attn: Copyright Infringement  
Email: [info@likwid.com](mailto:info@likwid.com)
- 10.6 When submitting an Intellectual Property Right infringement notification to our team with regards to an alleged copyright or trademark infringement, kindly do provide us the following information:
- (a) physical or digital signature of a person authorized to act on behalf of the copyright owner;
  - (b) the content or work allegedly violated;
  - (c) identify material that is believed to be allegedly infringes your Intellectual Property Rights or is subject to illicit activity, and how to remove or identify the access that is to be prevented and provide sufficient information to locate the material in question;
  - (d) contact information, including postal address, telephone number and email address of the Intellectual Property Right owner;
  - (e) a personal notarized statement specifying the details of what the content has infringed your Intellectual Property Rights and the details of the content that is unauthorized by the copyright or trademark holder including provide evidence of the original copyright work of the Intellectual Property Rights owner.
- 10.7 In the event if the owner of the Intellectual Property Right fails to provide us sufficient information with regards to the infringement, We have no obligation to remove alleged infringing content and account that allegedly violates the Intellectual Property Rights.

## 11. Data Tariffs

You are responsible for all applicable mobile phone charges associated with the use of Our Platform

including any Services with Our Platform, including text messages and cost of using data traffic. If you are not sure of the applicable costs, please contact your mobile operator service provider before using Our Platform.

## 12. Resolution

If your actions are not in the form and substance of these Conditions or create legal risks for Us, We reserve the right to terminate your access to Our Platform. We will send a notification email to you or notify you on your next attempt to sign into your account. You can delete your account or disable your Account on Our Platform at any time.

## 13. Disclaimers

- 13.1 We try to keep Our Platform up and running and free of annoyances. We cannot guarantee or promise that we will always succeed.
- 13.2 Our Platform and all data and/or information contained therein and/or Our Services on Our Platform are provided “as is” and “as available” and to the extent permitted by law without warranties of any kind, either express or implied, including, implied warranties, conditions, or other terms relating to:
- (a) seller ability, satisfactory quality, fitness for a particular purpose, title, quiet enjoyment, non-infringement of third-party rights; or
  - (b) arising as a result of using Our Platform.
- 13.3 We will attempt to provide a good user experience. We do not represent or warrant that:
- (a) Our Platform will always be secure, complete, error-free or timely;
  - (b) Our Platform will always function without delays, disruption or imperfections;
  - (c) any content or information you obtain through Our Services and/or Our Platform will be timely or accurate; or
  - (d) that Our Platform 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.
- 13.4 We take no responsibility and assume no liability for any content of any users, Your Content or a content a third party creates, uploads, posts, sends, receives, or stores on or through Our Platform. You understand and agree that you may be exposed to user generated or third-party publisher content that might be offensive, illegal, misleading, or otherwise inappropriate, none of which We will be responsible for.
- 13.5 To the extent permitted by applicable law, We, Our officers, directors, shareholders, employees, partners and Sellers disclaims all liability related to any property damage, personal injury, or death that may occur during your use of any of Our Services on Our Platform, including any claims based on the violation of any applicable law, rule(s), or regulation(s) or your alleged negligence or other tort liability. Further, in the event that you have a dispute with one or more other users on Our Platform, you release Us, including our

officers, directors, agents, subsidiaries, joint ventures, and employees from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## 14. Limitation of Liability

- 14.1 We and our affiliates, directors, officers, stockholders, employees, licensors, suppliers, and agents will not be liable for any indirect, incidental, special, consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:
- (a) your use of Our Platform or inability to use Our Platform;
  - (b) your access to or inability to access Our Platform;
  - (c) the conduct, Your Content or content of other users or third parties on or through Our Services and/or Platform;
  - (d) unauthorised access, use or alteration of Your Content;
  - (e) reliance on any data or information made available through Our Platform and/or through Our Services. You should not act on such data or information without first independently verifying its content(s);
  - (f) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and/or
  - (g) any use of or access to any other website or webpage linked to Our Platform, even if We or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.
- 14.2 In no event will Our aggregate liability for all claims relating to Our Platform exceed the greater of the price of the Goods you purchased on that on Our Platform. For avoidance of doubt, the aggregate liability refers to the disputed order and not the total orders you have made on Our Platform.
- 14.3 If the law of the country where the order took place does not allow limitation of liability provided under this clause, then the limitation will apply to what the law permits.

## 15. Dispute Resolution

- 15.1 If you have concerns, let us talk. Go ahead and contact us on [customerservice@likwid3.com](mailto:customerservice@likwid3.com) first and we'll do our best to resolve the issue.
- 15.2 Any dispute, controversy, difference, or claim arising out of or relating to these Conditions, including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre ("AIAC") under the AIAC Arbitration Rules. The seat of arbitration shall be Kuala

Lumpur with one arbitrator. The arbitration proceedings shall be conducted in English. Notwithstanding the foregoing, if either party believes that it may suffer irreparable harm prior to the resolution of any conflict by following the arbitration procedures, such party may apply to a court of competent jurisdiction for a restraining order or other equitable relief in order to prevent or alleviate such harm pending the arbitration. If you do not agree to this clause, please do not use Our Services and/or Our Platform.

- 15.3 This Conditions shall be governed and construed in all respects in accordance with the Law of Malaysia.

## 16. Severability

If any provision of these Conditions, for any reasons, is found, illegal, invalid, or unenforceable, then that clause(s) will be severed from these Conditions and not affect the validity and enforceability of any remaining clauses of these Conditions.

## 17. Additional terms for specific Services

Given the breadth of Our Services and/or Our Platform, we sometimes need to craft additional terms and conditions for specific Services. Those additional terms and conditions, which will be presented to you before you access the relevant Services, then become part of your agreement with us when you accept them. If any part of those additional terms and conditions conflicts with these Conditions, the additional terms and conditions will prevail.

## 18. Miscellaneous

- 18.1 Any waiver by either party to these Conditions shall not prevent the subsequent enforcement of the Conditions nor shall it be deemed a waiver of any subsequent breach.
- 18.2 These Conditions make up the entire agreement between you and Us and supersede any prior agreements.
- 18.3 You agree that We may assign or novate these Conditions of any of its rights and obligations herein to any third party without your consent.
- 18.4 These Conditions do not create or confer any third-party beneficiary rights.
- 18.5 You shall not use any of Our logos, trademarks, or tradenames (registered or otherwise) in any manner whatsoever without Our prior written consent. All publicity and promotional material carrying Our logo, trademark or tradename must obtain Our prior consent before it is released or published to the public.

## 19. Contact us

We welcome comments, questions, concerns, or suggestions. You can send Us your feedback or get support on [customerservice@likwid3.com](mailto:customerservice@likwid3.com).

# TERMS OF SALES

## 1. Contractual Relationship

- 1.1 Our Platform provides a place and opportunity for the placing of Goods for sale and sale of Goods between the Buyer and the Seller (collectively "Parties"). The identity of the Seller for a particular Goods listed for sale on Our Platform is also stated on the page listing such Goods.
- 1.2 Where the Buyer has placed an order on Our Platform for the purchase of Goods sold by a Seller and the Seller has accepted the same, this shall constitute a Contract entered directly between the Buyer and the Seller. Where the Contract is entered into directly between the Buyer and a Seller, We are not a party to the Contract or any other Contract between the Buyer and Seller and We accepts no obligations in connection with any such Contract. Our Platform is a marketplace which We connect both Buyer with the Seller and also a payment gateway provider. Parties to such contracts shall be entirely responsible for the Contract between them and the Buyer, the listing of Goods, warranty of purchase and the like.
- 1.3 Any information made available on Our Platform in connection with the supply of Goods, including photographs, drawings, video, GIFs, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating materials, operating costs or any information disclosed by Sellers through the chat system are not binding and for information purposes only. In entering the Contract, the Buyer acknowledges that it does not rely on and waives any claim based on any such representations or information so provided. We agree and acknowledge that we do not monitor any chats between you and the Seller. You are to do your own independent research on the Goods you wish to purchase or read the reviews of other buyers or purchasers of the Goods with regards to the Seller and the Goods sold and make your own independent judgement to purchase.
- 1.4 While the Seller endeavors to provide an accurate description of the Goods, neither Us nor Seller warrants that such description is accurate, current, or free from error. In the event that the Goods the Buyer receives is fundamentally different from the Goods as described on Our Platform and which the Buyer has ordered, Clause 6 of these Terms shall apply.
- 1.5 Any typographical clerical or other error or omission in any quotation, invoice or other document or information issued by Us on Our Service and/or Platform shall be subject to correction without any liability on Our part.

## 2. Purchases & Orders

- 2.1 The Buyer may purchase Goods by placing and completing the order process on Our Platform and shall be responsible for ensuring the accuracy of the order. All orders shall be subject to the sole discretion of the Seller's acceptance and each order accepted by the Seller shall constitute a separate Contract and shall be deemed to be irrevocable and unconditional upon transmission through Our Platform. We will process such orders without further confirmation from the Buyer once payment is received. Once an order is placed, you are not allowed to cancel the order without our written consent.

- 2.2 Order acceptance and completion of the Contract between the Buyer and Seller will only be completed when We issue a confirmation of dispatch of the Goods to the Buyer. We will require the Buyer to furnish Us with contact and other verification information, including but not limited to address of delivery and contact numbers prior to issuing a confirmation of dispatch.
- 2.3 In the event if Buyer cancel a concluded Contract with our written consent, the Buyer shall indemnify Us and Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Us and Seller as a result of the modification or cancellation, as the case may be.

### **3. Price of Goods**

- 3.1 The price of the Goods shall be the price listed on Our Platform excluding deliver charges. The total price include delivery will be listed at the time which the Buyer places and completes the order form on Our Platform. The price includes any applicable sales and services tax or similar tax which the Buyer shall be liable to pay to Us in addition to the price of the Goods, the delivery charges will be added to the total payable.
- 3.2 In the event that a Good has been mispriced on Our Platform, the Seller reserves the right to terminate the Contract, in which We shall, on behalf of Seller, notify the Buyer of such cancellation by giving three days' notice. The Seller shall have such right to terminate the Contract notwithstanding that the Goods have been dispatched or are in transit or that payment has been charged to Buyer. A payment refund to the Buyer will then be processed by Us for the Contract which has been terminated by the Seller.

### **4. Terms of Payment**

- 4.1 The Buyer shall be entitled to make payment for the Goods using the various payment methods made available on Our Platform. All payments shall be made to Us, either accepting payment in its own right or as Seller's agent. Buyer acknowledges that We are entitled to collect payments from Buyer on behalf of Seller.
- 4.2 These Terms are applicable to each type of payment, as prescribed by Us on Our Platform, shall be applicable to the Contract. The payment methods may also be subject to the following terms:

#### **4.2.1 Credit Card**

Credit card payment option is available for all Buyers. We accept all Visa, UnionPay and MasterCard credit cards and is 3D Secure enabled. All credit card information of Buyers is protected by industry leading encryption standards. Please take note that additional charges may be incurred if Buyer is using a non-Malaysian issued card due to foreign exchange rates.

#### **4.2.2 Debit Cards**

We accept all Visa and MasterCard debit cards, subject to bank availability. All debit card numbers shall be protected by industry leading encryption standards.

### **4.2.3 Online Banking**

By choosing this payment method, the Buyer shall transfer the amount of the total purchase price for the Goods purchased by Buyer to Our account (including any applicable taxes, fees and delivery charges). The transaction must be payable in Ringgit Malaysia. We, in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time.

- 4.3 Buyer may not claim against Seller or Us, for any failure, disruption, or error in connection with the Buyer's chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to the Buyer or giving any reason.
- 4.4 If the Buyer fails to make any payment pursuant to these Terms, the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to Seller, Seller shall be entitled to:
  - 4.4.1 cancel the Contract or suspend deliveries of the Goods until payment is made in full; and/or
  - 4.4.2 charge the Buyer interest on the amount unpaid at the rate of one per cent (1.0%) per month until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).
- 4.5 All refunds shall be made via the Our Platform. We offer no guarantee of any nature for the timeliness of the refunds reaching your account but generally it will take 10 working days. The processing of payment may take time and it is subject to the payment provider internal processing timeline. All costs associated with the refund process imposed by the processing bank and/or payment provider shall be borne by the Buyer. All refunds are conditional upon Our acceptance of a valid return of the Goods (if required). We reserve the right to modify the mechanism of processing refunds at any time without notice.
- 4.6 All payments for the purchased Goods must be made to Us using the payment methods made available on Our Platform only. We shall not be held responsible for any losses which may arise from payments made directly to Sellers or through payment methods apart from the available payment methods on Our Platform. We will not be responsible to investigate or to process any refund if Buyer chooses to pay the Seller directly without going through Our Platform and thereafter failed to receive the Goods.

## **5. Delivery and Contract Performance**

- 5.1 Delivery of the Goods shall be made to the address specified by the Buyer in its order.
- 5.2 We have the right at any time to sub-contract all or any of its obligations for the delivery of the Goods to any other party as it may from time to time decide without giving notice of the same to the Buyer. The Buyer agrees and acknowledges that in order to fulfill the delivery of the Goods purchased, the Buyer's personal information will be shared delivery company or courier.
- 5.3 Any dates quoted for delivery of the Goods are approximate only and delays may occur. The time for delivery and Contract performance shall not be of the essence, and We shall not be liable for any delay in delivery or performance howsoever caused. Estimated shipping costs, if

any, provided prior to delivery are not binding and you agree that you shall be liable for: (i) the actual delivery costs; or (ii) the estimated shipping costs, even if the carrier determines them to be lower than the estimate submitted to you.

- 5.4 Seller must use their best effort to ensure that Buyer receives the purchased items within, whichever applicable, the estimated period specified by Seller on Seller's listing. If Seller has failed to deliver the Goods in accordance with the Contract or within a reasonable time, the Buyer shall, by serving a written notice to Us, has the option to be entitled to terminate the Contract with Our written consent. This can only happen after 14 working days from the date of successful payment without any delivery update from the Seller, save for booking of Goods which are pending a launch date (e.g. collector's item launch or mobile phone launch).
- 5.5 Where the Goods have been delivered to the Buyer even after such refunds have been claimed by the Buyer pursuant to Clause 5.4 above, Buyer shall immediately notify Us of the delivery. The property in the Goods shall not pass to the Buyer and Buyer shall hold the Goods as Our fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer. We shall be entitled at any time to demand the Buyer to deliver up the Goods to Us and in the event of non-compliance, We reserves the right to take legal action against the Buyer for the delivery of the Goods and also reserves its right to seek damages and all other costs including but not limited to legal fees against the Buyer.
- 5.6 If the Buyer fails to take delivery of the Goods, then without prejudice to any other right or remedy available to Us, We may:
- 5.6.1 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract provided the price has been paid in cleared funds in full or charge the Buyer for any shortfall below the price under the Contract; or
- 5.6.2 terminate the Contract and claim damages from the Buyer.
- 5.7 In the event where the Goods are damaged, lost or failure of delivery during the course of delivery or in transit, Buyers acknowledge and agree that We are not liable for any damage, expense, cost or fees resulted therefrom. The Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute and if it is caused by Our coordinated delivery partner, We will assist you to resolve this dispute.
- 5.8 For Cross-Border Transaction, Buyer understand and acknowledge that, where a product listing states that the product will ship from overseas, such product is being sold from a Seller based outside of Malaysia, and the importation and exportation of such product is subject to local laws and regulations. Buyers should familiarise themselves with all import and export restrictions that apply to the designating country. Buyers acknowledge that We cannot provide any legal advice in this regard and agrees that We shall not bear any risks or liabilities associated with the import and export of such products to Malaysia or any country which Buyer has requested for. For avoidance of doubt, Buyer hereby agrees and acknowledge that Buyer will be liable for all importation or exportation taxes (if any) as may be imposed on the Goods by the Custom authority of the country of import and export.

## **6. Return, and Refund of Goods**

- 6.1 Buyer acknowledges that refunds and returns would only be accepted within 5 days of the receipt of the Goods. After the 5<sup>th</sup> day, all refund requests will not be entertained by Us nor the Seller. This is because after the 5<sup>th</sup> day, payment for the Goods will be released to the Seller. Therefore, Buyers are requested to examine the Goods immediately upon receipt of



the Goods. Any damage to the Goods must be reported through Our Platform and photograph of the damage of the Goods to be attached with the complaint evidencing the damage to Us and the Seller.

- 6.2 We track all delivery via our delivery partner apps as proof of delivery is always provided to Us. Therefore, the time starts to tick when the Goods is delivered to the address you have listed in your order.
- 6.3 In order to process the refunds, or return of Goods, Buyer will need to raise the complaint via Our Platform, or any method prescribed by us from time to time and provide us evidence of the damage, malfunction, or fault or if the Goods does not fit the description as stated Our Platform. We will then investigate the complaint and advice you on the next step. Buyers can go [www.likwid.com](http://www.likwid.com) to download the Refund Request Form and email the form which is fully filled up to: [Customerservice@likwid3.com](mailto:Customerservice@likwid3.com). The information required will be:
- (a) Full name of Buyer as per NRIC, which has to match the profile of the Buyer;
  - (b) order number for the disputed Goods;
  - (c) Email address in order for us to communicate;
  - (d) Bank Name and bank account details as per the name of the Buyer; and
  - (e) Proof of purchase with picture attached.

For avoidance of doubt, We will only refund the monies to name of the Buyer who purchased the Goods and not to any other person. Therefore, it is important to provide us accurate information when setting up your account. Please note that we will review each Buyer's complaint on a case-by-case basis and, in its sole discretion, determine whether Buyer's request for a refund, or return is successful.

- 6.4 If you fail to provide Us evidence to support your complaint, We will not able to assist you to resolve the dispute and therefore will be unlikely that We will be able to refund you or accept the return of Goods. We do not accept return or refund of Goods because you have changed on your mind on purchasing the Goods or have purchased the Goods on impulse.
- 6.5 Buyer may only apply for the refund and/or return of the Goods in the following circumstances:
- (a) The Goods received by the Buyer was defective and/or damaged on delivery;
  - (b) Seller has delivered the Goods which does not match the details which the Buyer has requested for in the order including but not limited to wrong size or wrong item etc;
  - (c) Goods delivered to Buyer is materially different from the description provided by Seller in the listing on Our Platform. For example, you ordered a mop but instead you received toothpaste.

In the event if the Seller has delivered Goods which are as per Clause (b) and (c) above, the Buyer may request for the refund for that particular Good. For avoidance of doubt, We will only be refunding for that particular Goods which have breached Clause (b) and (c) above and not for the rest of the Goods ordered on the same Contract.

- 6.6 If the Goods need to be returned, you should ensure that the following conditions are met before a refund of Good will be processed:
- (a) Goods are still in good condition (physically and functionally, except for malfunction / damaged items when received) and no evidence of use;
  - (b) The original packaging of the Goods should be return with all accessories, freebies, bundled item, user manuals and warranty card (if any);
  - (c) The product tag and labels still attached to Goods and not detached; and
  - (d) Buyer must ship the Goods which is meant for return to a location designated by Us within ten (10) calendar days after the return request is raised unless We agree otherwise.

6.7 Upon receiving the Goods returned under Clause 6.6, and We are satisfied with the returned Goods, we will then start to process the refund into your account.

6.8 All decision of Our team is binding on both Buyer and Seller and Buyer covenants and agrees that it will not bring suit or otherwise assert any claim against Us or Our affiliates in relation to such decision.

## **7. Risk of the Goods**

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when We have tendered delivery of the Goods at the address provided in the order.

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until We have received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Our fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer.

7.4 The Buyer agrees with Us that the Buyer shall immediately notify Us of any matter from time to time affecting Our title to the Goods and the Buyer shall provide Us with any information relating to the Goods as Us may require from time to time.

7.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), We shall be entitled at any time to demand the Buyer to deliver up the Goods to Us and in the event of non-compliance We reserves its right to take legal action against the Buyer for the delivery of the Goods and also reserves its right to seek damages and all other costs including but not limited to legal fees against the Buyer.

7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Ours but if the Buyer does charge by way of security for any indebtedness or pledge the Goods, all moneys owing by the Buyer to Us shall (without prejudice to any other right or remedy of Us) forthwith become due and payable immediately.

7.7 If the provisions in this Clause 7 of these Terms are not effective according to the law of the country in which the Goods are located, the legal concept closest in nature to retention of

title in that country shall be deemed to apply mutatis mutandis to give effect to the underlying intent expressed in this condition, and the Buyer shall take all steps necessary to give effect to the same.

- 7.8 The Buyer shall indemnify Us against all loss damages costs expenses and legal fees incurred by the Buyer in connection with the assertion and enforcement of Our rights under this Terms.

## **8. Termination**

- 8.1 Without prejudice to any other right of termination elsewhere in these Terms, the Seller and/or Us acting on Seller's behalf, may stop any Goods in transit, suspend further deliveries to the Buyer and/or terminate the Contract with immediate effect by written notice to the Buyer on or at any time after the occurrence of any of the following events:

8.1.1 the Goods under the Contract being unavailable for any reason; and/or

8.1.2 the Goods under the Contract has been mispriced on Our Platform.

## **9. Warranties and Remedies**

- 9.1 Subject as expressly provided in these Terms, all other warranties conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.

- 9.2 Subject to this Clause 9 of this Terms, We warrants that the Goods will correspond with their estimated time of delivery, and agrees to remedy any non-conformity therein based on the specified warranty period stated for each Goods commencing from the date on which the Goods are delivered or deemed to be delivered ("Warranty Period"). Where the Buyer is dealing as a consumer (within the meaning of the Sale of Goods Act and the Consumer Protection Act), We further give to the Buyer such implied warranties as cannot be excluded by law. Goods that has Warranty Period will be specifically expressed in the description of the Goods.

- 9.3 The above warranty concerning the Goods are given subject to the following conditions:

9.3.1 No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Goods supplied or that they will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to Us.

9.3.2 Any description provided for the Goods are given by way of identification of the Goods only and the use of such description shall not constitute a sale by description.

9.3.3 Goods listed on Our Platform are given general description under which they were sold, whether or not any special or particular description shall have been given or shall be implied by law. Any such special or particular description shall be taken only as the expression of Our's or Seller's opinion in that behalf. We are not liable for any such special or particular description which may have been provided by Sellers through the chat system. We do not give any warranty as to the quality state condition or fitness of the Goods.

9.3.4 We shall be under no liability for the following measures and actions taken by the Buyer or third parties and the consequences thereof: improper remedy of defects,

alteration of the Goods without the prior agreement of Us, addition, and insertion of parts, in particular of spare parts which do not come from Us.

9.3.5 We shall be under no liability in respect of any defect arising from unsuitable or improper use, defective installation or commissioning by the Buyer or third parties, fair wear and tear, willful damage, negligence, abnormal working conditions, defective or negligent handling, improper maintenance, excessive load, unsuitable operating materials and replacement materials, poor work, unsuitable foundation, chemical, electro-technical/electronic or electric influences, failure to follow instructions (whether oral or in writing) misuse or alteration or repair of the Goods without consent of the manufacturer.

9.3.6 We are not liable for any loss damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without Our prior written approval and the Buyer shall indemnify Us against each loss liability and cost arising out of such claims.

9.3.7 We shall be under no liability whatsoever in respect of any defect in the Goods arising after the expiry of the Warranty Period.

9.4 Where there is any defect in the quality or condition of the Goods or where the Goods fail to correspond with specification, Buyer may request for a refund and return the defective and/or damaged Goods to Us or Seller for a refund in accordance with Our Return Policy and Clause 9 of this Terms.

9.5 When We or Seller has provided the Buyer a refund for the defective or damaged Goods, the defective or damaged Goods or parts thereof shall become Our property or property of the Seller.

## **10. Liability**

10.1 In no event shall We be liable for loss of profit or goodwill, loss of production or revenue or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss were reasonably foreseeable or if We had been advised by the Buyer of the possibility of incurring the same.

10.2 Notwithstanding any other provision of this, Seller's maximum cumulative liability to you or to any other party for all losses under, arising out of or relating to the sale of products under each Contract, shall not exceed the sums that you have paid to Seller under such Contract.

10.3 If a number of events give rise substantially to the same loss they shall be regarded as giving rise to only one claim under this Terms.

## **11. Miscellaneous**

11.1 Neither Us nor Seller shall be liable for non-performance, error, interruption, or delay in the performance of its obligations under this Terms (or any part thereof) or for any inaccuracy, unreliability, or unsuitability of Our Platform's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond Our or Seller's reasonable control.

11.2 Any notice required or permitted to be given by either party to the other under this Terms shall be in writing addressed, if to Us, to its registered office or principal place of business and if to the Buyer, to the address stipulated in the relevant order.

- 11.3 No waiver by Us of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. Further, Our failure to enforce this Terms shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce this Terms.
- 11.4 If any provision of this Terms is held by any competent authority to be illegal, invalid, or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 11.5 No person who is not a party to the Contract (including any employee officer agent representative or sub-contractor of either party) shall have any right to enforce any terms of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Parties.
- 11.6 These Terms shall be governed by the laws of Malaysia and the Buyer agrees to submit to the non-exclusive jurisdiction of the Courts in Malaysia.
- 11.7 In the event a problem arises from these Terms, the Buyer and Seller agree to communicate with each other first to attempt to resolve such dispute by mutual discussions via Our Platform to ensure there is record of communication, which We shall use reasonable commercial efforts to facilitate. If the matter cannot be resolved by mutual discussions, Buyer may bring an action as per Clause 11.9 below to resolve any dispute arising or relating to the Contract.
- 11.8 Each Buyer and Seller covenants and agrees that it will not bring suit or otherwise assert any claim against Us or Our affiliates (except where We or Our Affiliate are the Seller of the Goods that the claim relates to) in relation to the Contract made on Our Platform or any dispute related to the Contract.
- 11.9 Subject to Clause 11.7 in this Terms, Buyer must attempt to resolve any dispute, controversy or claim arises out of or relates to the Contract, or the breach, termination or invalidity thereof by mutual discussion with Seller prior to bringing a claim against Us. Any such actions brought against Us for any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Arbitration of the Asian International Arbitration Centre (AIAC). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the AIAC. The place of arbitration shall be Kuala Lumpur. Any award by the arbitration tribunal shall be final and binding upon the parties.
- 11.10 We may, through Our Platform or by such other method of notification as Us may designate, vary the General Terms of Service and Terms of Sales. Such variation to take effect on the date specified through posting on Our Platform. If Buyer uses Our Platform after such date and with the updated variation Terms, Buyer is deemed to have accepted such variation of the Terms. If Buyer do not accept the variation, Buyer must stop accessing or using Our Platform and terminate these their account on Our Platform.
- 11.11 In the event that these Conditions are executed or translated in any language other than English ("Foreign Language Version"), the English language version of these Conditions shall govern and shall take precedence over the Foreign Language Version.
- 11.12 We reserves the right to delegate or subcontract the performance of any of its functions in connection with the performance of its obligations under this Terms and reserves the right to use any service providers, subcontractors and/or agents on such terms as We deems appropriate.