

## **PG MALL TERMS & CONDITIONS**

### **1 INTRODUCTION**

- 1.1 PG Mall Sdn. Bhd. (Company No: 200801035285 (836625-K). (“**PG Mall**”, “**we**”, “**us**” or “**our**”) welcomes you to our Platform, <https://pgmall.my/> (“**Website**”) and PGMall mobile device application (“**App**”) (hereinafter, the Website and the App collectively referred to as “**Platform**”). PG Mall is the owner and operator of the Platform that allows a Seller to advertise, list, offer, sell or make available any of the Products and/or services for their business to a Shopper who may purchase such Products on the Platform. PG Mall is merely an intermediary Platform and is not a party to the transaction between the Seller and Shopper.
- 1.2 Your access and use of the Platform and the use of any services, information and functions made available by us at the Platform (“**Services**”) is governed by the following terms and conditions (“**Terms and Conditions**”), the Terms of Service, the Policies and any other terms and conditions and policies posted on the Platform from time to time (collectively, “**All Terms**”). Before using this Platform and/or the Services, you must read carefully and accept All Terms and consent to the processing of your personal data as described in the Privacy Policy posted on the Platform which may be found at <https://pgmall.my/index.php?route=common/privacy>.
- 1.3 By accessing the Platform and/or using the Services, you agree to be bound by All Terms and any amendments to the foregoing published by us from time and time. If you do not agree to All Terms, please do not access and/or use the Platform and/or Services.
- 1.4 The terms of the Policies form an integral part of these Terms and Conditions and represent a legally binding agreement between the Members and PG Mall. For the avoidance of doubt, in the event of any inconsistency between the Terms and Conditions and any other terms and conditions or policies published by us, the terms and conditions in these Terms and Conditions shall prevail.
- 1.5 For the avoidance of doubt, a general reference to “**Terms and Conditions**” here in shall where applicable includes the terms and conditions in the Policies.

### **2 DEFINITIONS**

- 2.1 In this Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

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| <b>“Applicable Laws”</b> | 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 or any court, arbitrator or tribunal with competent jurisdiction and to which such person is subject; |
| <b>“Business Day”</b>    | means a day on which the banks are open for business in Kuala Lumpur, and excludes weekends or public holidays;   |

<b>“ConsuMerchant Concept”</b>	has the meaning as ascribed to it in Clause 14;
<b>“Frontline”</b>	means the referee referred by a Shopper in ConsuMerchant Concept as set out in Clause 14 and the term <b>“Frontlines”</b> shall be construed accordingly;
<b>“Intellectual Property Rights”</b>	means all copyright and Intellectual Property Rights howsoever arising and in whatever media, whether or not registered, including (without limitation) confidential information, trade secrets, goodwill and reputation, patents, trademarks/service marks, trade names, registered designs and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;
<b>“Member”</b>	means a member of the Platform, registered either as a Shopper or a Seller, who has agreed to be bound by All Terms, and who is entitled to use the Platform to purchase and/or sell Products to other Members via the Platform;
<b>“Order”</b>	means the order of the Products and/or services placed by the Shopper via the Platform;
<b>“Payment Protection Services”</b>	has the meaning ascribed in Article 10.1.1;
<b>“Platform”</b>	means the online market place owned and operated by the Company, and known as “PG Mall”, being an e-commerce platform that enables Transactions between registered Members, having its domain at <a href="http://www.pgmall.my">www.pgmall.my</a> ;
<b>“Policies”</b>	shall collectively refer to: - <ul style="list-style-type: none"> <li>(a) Privacy Policy;</li> <li>(b) Cancellation, Exchange, Returns and Refunds Policy; and</li> <li>(c) all other policies posted on the Platform from time to time (including but not limited to, policies related to fraud actions, off-site transactions, feedback manipulations, and temporary or permanent suspensions of membership of Members);</li> </ul>
<b>“Privacy Policy”</b>	means the Company’s policies relating to the collection, use, disclosure, and management of personal data on the Platform;
<b>“Products”</b>	means a Seller’s products and/or services listed for sale on the Platform;

<b>“Seller Center”</b>	means a virtual online store on the Platform which allows a Seller to upload and list Products for sale and enable Transactions for the same to be conducted;
<b>“Seller”</b>	<p>means a Member who sells the Products through the Platform, subject to the Terms and Conditions as herein contained as well as the Terms of Service and Policies. For the avoidance of doubt, the word “Seller” whenever used in these Terms and Conditions or the Terms of Service, depending on the context in which it occurs, refers to one or more of the following: -</p> <ul style="list-style-type: none"> <li>(a) natural person who sells Products or provides services via the Platform;</li> <li>(b) local entity which is incorporated and registered under Companies Act 2016; and/or</li> <li>(c) foreign entity which is incorporated and registered outside Malaysia;</li> </ul>
<b>“Services”</b>	means services that are offered by the Company through the Platform to the Members and may include such services provided by third party service providers such as payment gateway services and logistics management services;
<b>“Shopper”</b>	“Shopper” means a Member purchasing any of the Product and/or services from the Seller via the Platform;
<b>“Terms and Conditions”</b>	means these terms and conditions governing the membership of the Platform setting out, among others, eligibility requirements of Members, services available to Members under the Platform, benefits which Members are entitled to and Members’ rights and obligations;
<b>“Terms of Service”</b>	means the general terms and conditions setting out the rights and obligations of Sellers who sell their Products on the Platform;
<b>“Transaction”</b>	means a sale and purchase transaction of the Products between a Shopper and a Seller which is conducted online via the Platform;
<b>“Upline”</b>	means the referrer who refers the Shopper(s) in ConsuMerchant Concept as set out in Clause 14 and the term <b>“Uplines”</b> shall be construed accordingly.

### **3 USE OF SERVICE AND THE PLATFORM**

- 3.1 PG Mall provides e-commerce facilities and Services in facilitating the transaction between Shopper and Seller on the Platform. The parties to such Transaction shall be solely responsible for all transactions entered into between them.

- 3.2 By accessing, browsing and/or using the Platform, you are deemed to have irrevocably and unconditionally agreed to All Terms.
- 3.3 You must not access and/or use our Services or Platform if you are not agreeable to any of terms as set out in All Terms.
- 3.4 If you are under the age of 18 or the legal age of giving consent hereunder pursuant to the applicable laws in your country, you must get permission from your parent or legal guardian to open an account on the Platform. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Platform and/or Services.
- 3.5 If the Shopper is the parent or legal guardian of a minor who is creating an account, the Shopper must agree and comply with All Terms for and on behalf of the minor's use of the Services and/or the Platform or Order made on the Platform. The parent or legal guardian shall also be responsible for all use of the account or and for the minor's actions, any charges or purchase of Product or services associated with the minor's use of the Platform.
- 3.6 You agree to use the Platform at your own risk. We do not take any responsibility or agree to indemnify you for losses you suffer arising from such use, and you irrevocably agree to hold us harmless and indemnify us from any losses that you may suffer therefrom.

#### **4 USE OF MEMBERS' PERSONAL DATA**

- 4.1 Before using this Platform and/or Services, you must read and consent to the processing of your personal data as described in the Privacy Policy. For a complete description of how PG Mall uses and protects a Member's personal data, you may refer to the Privacy Policy which can be found at <https://pgmall.my/index.php?route=common/privacy>.
- 4.2 By continuing to access the Platform and using the Services, you are deemed to have accepted the terms of the Privacy Policy. Please do not use our Services or the Platform if you object to your personal data being used in the ways described in the Privacy Policy.

#### **5 AMENDMENT OF TERMS AND CONDITIONS**

- 5.1 PG Mall shall be entitled at any time and from time to time, to modify, amend or change or add any part or portion of these Terms and Conditions at its sole and absolute discretion. In such instance, PG Mall shall notify you of such amendments or changes (including the effective date for the same) via an announcement to be published on the Platform, and by continuing to access the Platform and/or use the Services, you agree to be bound by such modified Terms and Conditions. As such, it is your responsibility to regularly visit the Platform, view the Terms and Conditions and Policies, and keep updated on any changes made to the Terms and Conditions.
- 5.2 Please cease to use the Platform if you are not agreeable to any amendments or modifications to any part or portions of the Terms and Conditions. By accessing the Platform and/or using the Services, you agree to use or browse or view the Platform at your own risk.

- 5.3 PG Mall shall not be liable to you for any losses suffered by you arising from any of the modified Terms and Conditions or arising out of, in connection with your own failure to keep yourself updated on the modifications or changes to any part or portion of the Terms and Conditions, and you irrevocably agree to hold us harmless and indemnify us from any losses that you may suffer therefrom.

## **6 APPLICATION AND REGISTRATION AS MEMBER**

### **6.1 Registration as Member**

- 6.1.1 In order to access or use certain Services or purchase Products on the Platform, you are required to register an account at the Platform as a member ("Member") in order to gain access to use of any the Services and functionality that may be offered by PG Mall at the Platform in its sole discretion. Unless otherwise specified by the Company, registration as a Member is free of charge.
- 6.1.2 By registering or creating an account, you gave your irrevocable acceptance and consent to these Terms and Conditions, including All Terms.
- 6.1.3 PG Mall grants a non-transferable and revocable license to you to access the Platform and/or use the Services provided by PG Mall subject to All Terms. Any breach of All Terms shall result in the immediate revocation or suspension of the license granted herein without notice to you.
- 6.1.4 PG Mall reserves the right to restrict, suspend or terminate your access to or use of the Platform or the Services (or any part of the same), at PG Mall's sole and absolute discretion, in the event you are in breach of any of All Terms.

### **6.2 Membership Categories**

- 6.2.1 Membership of the Platform can fall under any one or more of the following categories: -
- (a) Shopper.
  - (b) Natural person who sells Products or provides services via the Platform.
  - (c) Local entity which is incorporated and registered under Companies Act 2016; and/or
  - (d) Foreign entity which is incorporated and registered outside Malaysia.

### **6.3 Application Requirements**

- 6.3.1 To become a Member, you are required to comply with the following requirements: -
- (a) if you are a company / registered business, you must be an incorporated legal entity with a business registration number and are authorized to conduct business with PG Mall in accordance with the laws of Malaysia;
  - (b) if you are an individual, you must provide all necessary information and documents required to support the application, as required or requested by PG Mall in processing your membership application including but not limited to your personal details and personal identification documents.

- 6.3.2 You warrant that all information submitted to PG Mall as part of the registration process is true, accurate, current and complete at all times and you will immediately let us know if there are any changes to the same.
- 6.3.3 Upon a successful registration of your membership, , you irrevocably agree that you shall indemnify us (and our officers, directors, shareholders, employees, affiliates, agents, subsidiaries, joint ventures and any third-party service provider) and keep us indemnified and hold us harmless for any expense, loss or damages of every kind and nature, known and unknown, that PG Mall may suffer arising out of, in connection with, or from any inaccurate or false statement or misrepresentation of facts submitted to us by you.
- 6.3.4 PG Mall reserves all rights to accept or reject or suspend your application to become a Member at our sole and absolute discretion in the following circumstances including but not limited to:
- (a) where we are not able to verify your identity with absolute certainty;
  - (b) where the data provided or submitted by you upon registration of membership (including but not limited to your email address, telephone number, company/business registration number etc.) is identical to an existing and/or registered membership account with the Platform;
  - (c) where you have provided false or inaccurate information or omitted to provide the necessary information and documents as required or requested by PG Mall during the application process;
  - (d) where you have signed up as a Member under another account, which is either temporarily or permanently suspended at the time of application for a new Member account;
  - (e) where you have breached any of the Terms and Conditions and/or All Terms; and/or
  - (f) any other reason which leads to the rejection or refusal of your membership application as may be determined by PG Mall, at its sole and absolute discretion.

For the avoidance of doubt, our decision above cannot in any event, be contested.

#### **6.4 Completion of Registration**

- 6.4.1 You will become a Member upon the successful completion of the registration process as may be determined by PG Mall. Our registration process may, where necessary, require you to provide or submit your personal data such as recent identity photograph, bank account details and/or any certain documentary evidence that may be requested by us for verification purposes.
- 6.4.2 Upon providing your personal data and/or any other documentary evidence, you hereby authorise PG Mall to use, process and transfer your personal data to facilitate your use of the Platform and/or Services. Further, you hereby agree and authorise PG Mall to use your personal data to make any inquiries we may consider necessary in validating your identity with the appropriate entity such as your bank. You further acknowledge, agree and consent that PG Mall shall be entitled to collect, access, transfer, process, preserve and disclose your personal data (including Member account information) in accordance with the terms of the Privacy Policy at <https://pgmall.my/index.php?route=common/privacy>.
- 6.4.3 Please note that you are not allowed to change your email address once your membership request is submitted and approved as your membership account is linked to the email address.

In the event if you would like to change your email address, termination of your membership and account is necessary before a new registration of membership with your new email address can be done.

## **6.5 Protection of Account Details**

- 6.5.1 Each Member is solely responsible for maintaining the confidentiality of the Member's account information, including keeping your account password secure, ensure your account information is accurate and up-to-date, and for all activity that occurs under the Member's account. You agree to promptly notify us immediately should there be any unauthorized use of your account or password or of any other breach of security.
- 6.5.2 If a legal dispute or law enforcement action is commenced related to your account for any reason, PG Mall may terminate the Shopper's account immediately with or without notice. PG Mall shall not be responsible or liable for any loss or damage arising out of, in connection to, or incurred from the unauthorized use of your account or password or your failure to comply with this article.
- 6.5.3 You hereby agree that you shall not use anyone else's password or Member account at any time, with or without the consent given by the owner of the Account. PG Mall reserves the right to disable, terminate or suspend any Member ID or password at any time at our sole and absolute discretion for any reason, including where you have breached any provision of these Terms and Conditions. Any of PG Mall's determination as aforesaid shall be final and conclusive.

## **6.6 Use of Platform and Services**

- 6.6.1 The access of and to the Platform is free.
- 6.6.2 However, certain Services or functions on the Platform provided to Sellers may require the payment of fees as further described in the Terms of Service, Policies and/or other agreements as may be entered into between the Seller and PG Mall from time to time.
- 6.6.3 Any fees imposed shall be charged, settled and/or otherwise dealt with in accordance with the terms of the Terms of Service, Policies and/or any other agreement a Seller may enter into with PG Mall in respect of the same.
- 6.6.4 The Products and/or promotional events expressed on the Platform are those of the Seller and are not made by the Platform. Submissions or opinions expressed on the Platform are those of the person posting such content is not reflective of PG Mall's opinions and views on the matter. PG Mall is not liable for any loss or damage Shopper may suffer as a result of the publishing of inaccurate, misleading or fake information by the Seller or any omission of information as well as any reviews, posts and contents posted by Shoppers.
- 6.6.5 The Seller is solely responsible for the price and quality, merchantability, fit for purposes, safe for consumption, legality, title, non-infringement of its respective Products (if applicable) and/or promotional events, and compliance with the applicable laws, including laws with respect to expiration dates. The availability of the Products may be limited, however, the Seller is responsible to ensure that the quantity set by the Seller is sufficient to meet all promotional events issued by the Seller.

- 6.6.6 PG Mall is not responsible for additional or different terms, conditions, limitations and restrictions that may be imposed by the Seller on the Products. In the event that the Seller refuses to honour the Products without cause or contrary to law or All Terms or for any reason whatsoever, the Shopper may have a recourse against the Seller and PG Mall shall not be held liable for the Seller's default. PG Mall also reserves the right at its sole discretion, to cancel, terminate or alter any Products at any time.

## 6.7 Suspension and Termination of Membership

### 6.7.1 *Limitation of Access, Suspension or Termination by the Company.*

Subject to Article 6.8, PG Mall reserves the right to restrict your access to the Services and/or use of this Platform and/or temporarily or permanently suspend the Services and/or your account, terminate your account and and/or take any such measures or actions that PG Mall may, at its sole and absolute discretion, deems necessary without prior notice to you, in the following circumstances if: -

- (a) you committed a breach of any of All Terms;
- (b) you committed and/or attempt to commit any one of the prohibited conducts in violation of Article 8.1.
- (c) you have committed or are suspected to commit any prohibited or wrongdoing or unlawful act or where you have committed or are suspected of breaching or are in attempt to breach any of these Terms and Conditions; and/or
- (d) there are any other reasonable grounds or suspicions as may be determined by PG Mall at its sole and absolute discretion.

For the avoidance of doubt, any of the PG Mall's determination and decision as aforesaid shall be final and conclusive.

### 6.7.2 *Termination by Member*

Subject to Article 6.8, you may terminate your membership at any time by writing to us at enquiry@pgmall.my provided that all sale and purchase transactions of any Product and/or Services that are currently in progress must be either be completed or cancelled.

### 6.7.3 *Consequences of Termination of Membership*

Termination of your membership, either in accordance with Article 6.7.1 or Article 6.7.2, will result in you losing:

- (a) all Benefits as may be offered by PG Mall including credits in your c-wallet accumulated; and
- (b) your shopping history.

For the avoidance of doubt, you hereby agree that PG Mall shall not be liable to you or to any other person for any and all consequences or any loss or damage resulting from the suspension or termination hereunder.

## 6.8 Rights of PG Mall upon Suspension/Termination of Membership



6.8.1 PG Mall shall have the rights at its sole discretion upon Suspension/Termination of Membership to: -

- (a) cancel and/or reverse any and all Transactions under your account, including cancelling the delivery of any Product purchased and refunding all payments made for the same (where applicable);
- (b) cancel, forfeit or deduct any credits, points and/or coupons (collectively, “**Benefits**”) as may be granted or provided by PG Mall to you under your account on the date of termination;
- (c) cancel, forfeit or deduct other benefits which may be granted or provided by PG Mall to you as a Member;
- (d) disallow or restrict the use of all or part of the Services and/or the Platform;
- (e) deny or decline any new application for membership submitted by you within one (1) month from the date of termination;
- (f) disallow the use of your previous membership for any new Member account applied for by you, at our sole and absolute discretion; and/or
- (g) claim for compensation or damages pursuant to **Article 6.9**.

6.8.2 PG Mall shall provide you prior notice of the steps to be taken under **Article 6.8.1** above by telephone or e-mail provided by you. In the event where you are not reachable or contactable or in the case of emergency circumstances, the steps set out above may be taken by us without further notice to you.

## 6.9 Compensation for Losses

6.9.1 Where, in using any of the Services and/or accessing the Platform, any of your actions or your omission or your failure to comply with All Terms has resulted or caused any losses, damages, penalties, claims (whether criminal or civil) or liabilities to PG Mall, you shall solely be liable for and shall compensate us for all costs and expenses incurred or suffered by us or any other third party service provider. In the event of any inquiries, complaints or claims raised by third parties due to the said actions by you, you shall be solely responsible and liable to the said third parties to resolve such inquiries, complaints or claims at your own cost and shall indemnify and keep indemnified and hold us harmless at all times in respect thereof.

## 6.10 Dormant Account

6.10.1 PG Mall shall deem your account to be dormant if you fail to log in to the Platform for a duration exceeding the term specified below: -

Type of Membership	Duration
Seller	6 months

6.10.2 In the event that your account is deemed dormant, PG Mall may send you an email to inform you the same. PG Mall reserves the right to adopt the necessary measures such as suspending or deactivating your Account.

6.10.3 In addition to the foregoing, if you are a Seller, PG Mall may further purge and remove your Product listings from your Seller Store on Platform. PG Mall shall not be responsible or liable,

directly or indirectly, in any way for any loss or damage of any kind incurred or as a result of your failure to comply with this article.

#### **6.11 Reactivation of Account**

- 6.11.1 To continue or resume using the Services on our Platform again after your account is deemed dormant/suspended, you shall take necessary steps and procedures as determined by us, at our sole and absolute discretion to authenticate and verify your identity in accordance with such procedures as determined by PG Mall to reactivate your account.

### **7 RELATIONSHIP OF PARTIES**

#### **7.1 Role of Company**

- 7.1.1 PG Mall primarily operates, manages and provides the Platform for the purpose of enabling safe and reliable Transactions between Members, in their capacity as Shopper ("**Shopper**") and sellers ("**Seller**"). PG Mall does not own, operate or control any of the Product that is offered, supplied and/or operated by the Seller, save and except for the Product being sold by PG Mall.
- 7.1.2 For the avoidance of doubt, if you make a purchase of any Product listed on the Platform, you are purchasing the Product from an independent Seller and not from PG Mall, unless we are specifically named as the Seller on record.
- 7.1.3 Subject to Article 7.1.1 and 7.1.2, the actual contract for sale of any Transaction via the Platform is directly between the Seller and the Shopper and PG Mall is not a party to that or any other contract between the Seller and the Shopper and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods and warranty of purchase. PG Mall is not involved in the transaction between the Seller and the Shopper.

### **8 USE OF PLATFORM AND SERVICES**

#### **8.1 Compliance**

- 8.1.1 The Member shall at all times, be responsible and comply with the following: -
- (a) Compliance with law. You hereby agree to be solely responsible for your own actions on the access and/or use of the Platform or its Services and compliance with all applicable laws and regulations, whether or not referenced herein; and/or shall not conduct or take part or involve in any illegal activities including but not limited to:
    - (i) Conduct yourself in a manner that is fraudulent, deceptive, false, misleading or unconscionable, for example making purchases or representing yourself or conducting yourself on the Platform using another person's identity, credit card or bank account whether or not such person suffers losses or damages arising out from your acts;
    - (ii) Distributing, uploading, sending or facilitating the sending of any unsolicited or unauthorized electronic commercial messages, or engage in any form of spamming activities; or

- (iii) Using the Services provided to you by PG Mall on the Platform to advertise, upload, promote or to facilitate any activities relating to the promotion of pyramid schemes.
- (b) Compliance with Terms and Conditions. You shall comply with All Terms as may be published by PG Mall.
- (c) Uploading and Use of Contents. You shall not, without obtaining our prior written consent, upload, post, reproduce, encourage, promote or facilitate the use of any information, text, images, graphics, video clips, sound, directories, files, databases or listings made available via the Platform and the Services ("**Contents**"):
  - (i) which are false, inaccurate, misleading, unlawful, defamatory, libellous, discriminatory, obscene, offensive, invasive of privacy, harassing, threatening or abusive; and/or
  - (ii) which infringe or misappropriate any of the Intellectual Property or Proprietary Rights of PG Mall or any other third parties.
- (d) Resale of our Services and Contents. You shall not, without our prior written consent, copy, duplicate, republish, reproduce, reverse engineer, compile, modify, distribute or resell any of PG Mall's Services or Contents, or otherwise exploit the same for commercial purposes.
- (e) Use of Personal Data. You shall not collect, post, disseminate, upload or publish any personal information about other Members or other third parties, including but not limited to their email addresses, without their consent.
- (f) Conduct yourself with abusive behaviour that is harmful to others. You shall not use the Services, access the Platform or manipulate the Platform's system and/or processes in a manner that is fraudulent or deceptive, dishonest, not authorised and/or not in conformance with the any of the Terms and Conditions, which shall include but is not limited to:
  - (i) Unauthorized transfer of Member Account. You shall not transfer your Member account to any other party and/or allow or grant a third party access to your Member account and Member ID without obtaining our prior written consent;
  - (ii) directly entering into and completing any Transaction with another Member outside of the Platform and/or without using the Payment Protection Services (as described in Article 10) provided by PG Mall on the Platform ("**direct dealing Transactions**");
  - (iii) exploiting or attempting to exploit any benefits (including but not limited to discounts and/or coupons) granted or provided to you by PG Mall or the Seller, (by signing up for multiple accounts and/or purchasing a Product with no intention to complete the sale and purchase transaction;
  - (iv) manipulating the price of any item or interfering with other Members' listings; or

- (v) taking any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information from the Platform or using it for purposes unrelated to the Platform).
- (g) Disruption of Platform and Services. You shall not engage or attempt to engage in any activities to interrupt, or that are likely to interrupt, the smooth processing of the Platform or the Website or the Company's operations and/or business, including but not limited to:
  - (i) distributing viruses or any other technologies that may harm or disrupt or interrupt or interfere with the Platform, or the interests or property of other Members;
  - (ii) undertaking any action to undermine the integrity of, or gain access to, the Platform system, which includes the computer or communication systems, network, software application, or networks and computing devices used in connection with the Services ("System");
  - (iii) monitoring data or traffic on the System or conducting crawling of the System without the Company's permission;
  - (iv) engaging in any denial of service (DoS) attacks, distributed denial of service (DDoS) attacks, or any other forms of network attacks; or
  - (v) engaging in any behavior that may interfere with the proper functioning of the System; including mail/news-bombing, broadcast attacks, flooding, and any other relevant network interference techniques.
- (h) Acting in Good Faith. You shall at all times conduct yourself in accordance with good public order and morals, and shall refrain from:
  - (i) Persistently raising complaints without any reasonable grounds or justification;
  - (ii) Repeatedly cancelling or returning Products that are not particularly defective or unsatisfactory without reasonable grounds or justification; or
  - (iii) Engaging in any kind of behavior which violates public order or is destructive to generally accepted customs or norms.

8.1.2 PG Mall shall have the right to, without notice, remove, delete any postings or contents created, posted or published by you and/or restrict or prohibit you from posting, publishing, uploading any content or using specific Services on the Platform and/or terminate or suspend your access to the Platform and the Services or take any other measures, at PG Mall's sole and absolute discretion as it deems fit on the occurrence of a breach of any of the conditions specified under Article 8.1.1 above.

8.1.3 You are required and advised to promptly notify and report to us in the event you have been asked or encouraged or recommended or requested to enter into any direct dealing Transactions, as described in Article 8.1.1(f)(ii) above. PG Mall shall not be liable for any problems or issues or consequences or losses suffered by any Member arising out of, or in relation to your dealing or involvement in such direct dealing Transaction.

## 8.2 Liability for Third Party Websites

- 8.2.1 PG Mall shall have no liability whatsoever in the event PG Mall posts any information provided by its partners, or provides reference information or contents provided or given by a third party at the Website or links on the Website for your convenience, and you hereby agree and shall only visit such third party sites at your own risk.

### **8.3 Suspension of Services**

- 8.3.1 PG Mall cannot guarantee a continuous or secure access to our Services and operation of the Platform may be interfered with or disrupted by factors in or outside of PG Mall's control. As such, PG Mall may restrict or temporarily suspend the provision of all or part of the Services to you in the event such Services are unable to be provided due to:

- (a) regular maintenance work on the Platform;
- (b) the occurrence of power or communications outage;
- (c) technical problems on the part of our third party suppliers or partners;
- (d) the occurrence of a natural disaster, act of terrorism or other force majeure events; and/or
- (e) any other reason(s) that the Company may deem necessary for such suspension.

Upon the suspension of the Services, PG Mall shall post a notice on the Platform on the suspension of the Services as soon as reasonably practicable.

- 8.3.2 PG Mall shall not be liable for any damages or losses suffered by you or any third party arising out of or as a result of any restriction or temporary suspension of any Services in accordance with the terms of these Terms and Conditions.
- 8.3.3 Accordingly, to the extent legally permitted, PG Mall makes no representations or warranties of any kind with respect to the systems operated by PG Mall 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 Seller or the Shopper 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.

## **9 SALE AND PURCHASE OF PRODUCTS**

### **9.1 No Representation**

- 9.1.1 Except where expressly stated otherwise, the Shopper and the Seller are independent individuals or businesses and they are not, in any way associated with PG Mall and PG Mall is not an agent for, and nor acting as an agent on the Platform. PG Mall does not represent either a Shopper or a Seller and does not hold any interests or rights and/or legal ownership on any of the Products listed on the Platform, save and except for the Product being sold by PG Mall.
- 9.1.2 Whether in your capacity as a shopper or a Seller (as the case may be), you shall be solely and directly responsible for all liabilities (whether criminal or civil) related to any Transactions entered into between you and other Members, the Product purchased and/or sold by you on the Platform and in relation to any personal information provided by you to other Members

and vice versa. PG Mall shall not be liable for any losses, damages, liabilities or misrepresentations incurred or sustained by you in the course or the performance of Transaction entered by you and any other Member on the Platform.

## 9.2 No Guarantee

- 9.2.1 PG Mall will exercise its reasonable effort to ensure the good behavior of Members and the accuracy and authenticity of the information provided or published by Members that is made available on the Platform. However, PG Mall does not warrant or guarantee the listings of Product and its description, details, information or price that are posted, published or uploaded by Sellers or any other third party are true, accurate and error-free. PG Mall has no control over and do not guarantee the Product offered by the Seller and PG Mall is not responsible or liable for any of the following: -
- (a) The existence, quality, morality, completeness, appropriateness, safety or legality of any aspect of the Product listed on the Platform;
  - (b) The veracity of any actual intent, or ability to sell or purchase Product by a Shopper or Seller;
  - (c) Whether a Product infringes the Intellectual Property Rights of any other third party;
  - (d) The truthfulness or accuracy or legality of any information posted by a Seller or a Member in respect of a Product; or
  - (e) That all Transactions will be completed.
- 9.2.2 Any liabilities and risks relating to Transactions undertaken between a Shopper and a Seller shall be borne by the relevant parties.
- 9.2.3 As such, before proceeding with any transaction on the Platform, you are responsible to make your own independent assessment and determination and due diligence regarding the authenticity of statements, Product descriptions, the representations of the Seller and whether the Product offered by the Seller meets the specifications and conditions as prescribed by you.
- 9.2.4 A minor, being a person below the age of 18, shall not enter into any Transaction without the consent of his parents or legal guardian, and such Transaction shall be deemed to be entered between the minor's parent or legal guardian and the Seller. The minor's parent or legal guardian shall be directly responsible and liable for the Transaction entered into on behalf of the minor and any losses or damages or liabilities incurred from any of the actions or conduct by the minor. Any transaction entered into without such consent may be cancelled by PG Mall or the parents or legal guardian, as the case may be, and the Transaction shall be deemed void thereafter.
- 9.2.5 Should the Shopper have any dispute, complaint and/or claim against with respect to the sale or purchase of any Product listed on the Platform, the Shopper's recourse is to initiate a claim against the relevant Seller. PG Mall does not bear any responsibility and liability whatsoever for any Transaction, arrangement and/or agreement entered between the Seller and the Shopper of the Platform.

### 9.2A Licence and Permit

- 9.2A.1 The Platform is not responsible to obtain any licenses or permits required for the import or export of any Products. It is the sole responsibility of the Members to comply with the Applicable Laws, including obtaining any necessary licenses, approvals or permits from any relevant authorities, in accordance with Applicable Laws.
- 9.2A.2 By purchasing any Products, Members acknowledge and agree that they are solely responsible for obtaining any necessary licenses, approvals or permits related to the import or export of the Products into or from Malaysia (including all States therein) or other places where the Products are being imported into or exported from, and shall further be liable and responsible to comply with all Applicable Laws. In the event of any inquiries, complaints or claims raised by the relevant authorities for non-compliance with the Applicable Laws related to the Products, Members shall be solely responsible and liable to the said authorities to resolve such inquiries, complaints or claims at its own cost and shall fully indemnify and hold PG Mall harmless at all times against any claims, damages, costs, judgments, fines, losses or expenses (including reasonable legal costs on a solicitor and client basis) that may be suffered by PG Mall.

### **9.3 Placing of Order**

- 9.3.1 If you, as a Shopper, places an Order on the Platform to purchase a Product on the Platform and such Order is accepted by the Seller, you are responsible to make payment of the Product as instructed on the Platform. Upon successful payment, a Transaction or contract for sale is deemed to be entered between the Shopper and the Seller and the parties are bound by such additional terms and conditions specified by the Seller on the Seller's store on the Platform in fulfilling the Transaction, unless: -
- (a) the Transaction is prohibited by law or these Terms and Conditions;
  - (b) the Seller materially changes the Product's description or the Product does not conform or no longer are in conformity to the Seller's original description of the Product; or
  - (c) a manifest error exists in the Product listing information which materially affects the terms of the sale.
- 9.3.2 An Order may be cancelled by a Shopper at any time before acceptance of the said Order by the Seller.
- 9.3.3 The Platform shall notify a Seller of all Orders made, and upon the Seller's acceptance of an Order, the status for the Transaction shall be reflected as "Processing".
- 9.3.4 In the event an Order is submitted and the Shopper has already paid for the Product but the Seller fails to confirm acceptance of the Order within such period of time as required and specified under the Terms of Service, the Shopper may request for a cancellation of such transaction and the Shopper will receive refund of the Product, subject to PG Mall's respective cancellation, exchange, returns and refunds policy and Article 12 of these Terms and Conditions.

### **9.4 Offer and Acceptance**

- 9.4.1 Invitation to Treat. For the avoidance of doubt, any and all information on this Platform, including the prices and details posted or listed by the Seller, constitutes an invitation to treat

(an invitation for a Shopper to make an offer to form a contract), and shall not be considered a binding offer.

- 9.4.2 Offer Made by Shopper. Where you place an Order and make payment for a Product on the Platform, you are actually making an offer to purchase the Products from the Seller, based on the information and description of the Product applicable at the time of purchase.
- 9.4.3 Acceptance by Seller. While a Seller will make every effort to supply Products ordered, a Seller shall only be legally bound to do so when the Seller confirms acceptance of your offer via the Platform. An Order is deemed accepted and a binding contract is in place only when the status of an Order on the Platform is updated to "Processing".
- 9.4.4 Right to Cancel for Technical/Operational Errors. In the event of an electronic, computer, operational and/or technical error affecting details and pricing of a Product or any promotion on the Platform, we reserve the absolute right to rectify such error and/or cancel any Transaction which has been entered into in reliance on the said error.
- 9.4.5 Compensation Limited to Refund of Price Paid. You agree and understand that your remedy as a Shopper in the event of any cancellation made pursuant to this Article 9.4 is the refund of the amount paid by you in respect of any such cancelled Transaction. Nothing in this Article shall entitle you to further or additional compensation, and you shall have no right to insist on the completion of the Transaction and/or delivery of the Products under the Order.

## 9.5 Purchase and Payment for Products

- 9.5.1 Shoppers are advised to read and understand the Product details and review information such as the price, additional charges and such other terms and conditions may be expressed by the Seller for the Product before purchasing or make payment to the Product.
- 9.5.2 Payment for Products purchased on the Platform can be made via the following methods: -
  - (a) Credit card;
  - (b) Debit card;
  - (c) Online banking;
  - (d) C-Wallet;
  - (e) Boost;
  - (f) GrabPay;
  - (g) Maybank QRPAY;
  - (h) Touch 'n Go; and
  - (i) PGPay.
- 9.5.3 PG Mall will notify the Shopper if for any reason PG Mall is unable to process the Shopper's request, or any part of it (in which case PG Mall shall not accept the payment from the Shopper in respect of the cancelled request, or the partially cancelled request). The circumstances where PG Mall may not be able to process and accept the Shopper request includes but is not limited to:
  - (a) where the Product ordered by the Shopper is no longer available in stock;
  - (b) where the payment made by the Shopper has not been authorised;
  - (c) where PG Mall has identified a description error on the Product; and/or



- (d) where the Shopper has failed to comply in any way with any of the terms as set out in All Terms.

- 9.5.4 Transaction entered directly into and completed with another Member outside of the Platform or using any offline payment method other than the payment method specified in Article 9.5.2 and/or without using the Payment Protection Services as described in Article 10 provided by PG Mall on the Platform shall be regarded as “direct dealing Transactions” and PG Mall will not bear any liability arising from or in connection with such direct dealing Transactions (if any).
- 9.5.5 In the event of any cancellation or refund, the refund methods shall be dealt with in accordance with the respective Cancellation, Exchange, Returns and Refunds Policy.
- 9.5.6 Payment for any purchase of Products on the Platform shall be made within 24 hours from the date and/or time the Order is submitted. If payment is not completed within such time period such Order shall be automatically deemed as cancelled by the Platform system.
- 9.5.7 Monies to be paid arising out of or in connection with the Product shall be collected by PG Mall or PG Mall’s authorised agent(s), as may be determined at its sole and absolute discretion. The Shopper hereby agrees and irrevocably authorises PG Mall to release such payment to the Seller in the following manner: -
  - (a) the Product was successfully sold through the Platform by the Seller to the Shopper;
  - (b) the Shopper has sent acknowledgement and confirmation to PG Mall, at the Platform, that delivery of the Product is completed, or there is no dispute made by the Shopper in respect of successful delivery of the Product for three (3) days after confirmation of successful delivery of the Product by PG Mall’s appointed logistics partner, as the case may be; and
  - (c) such other terms & conditions as may be prescribed by PG Mall from time to time at its sole and absolute discretion.

All the above conditions shall be fulfilled in order for a Transaction to be deemed a “**Successful Transaction**”. What constitutes a Successful Transaction shall be determined by PG Mall in its absolute discretion. For the avoidance of doubt, if any of the above described conditions are not met, a Transaction is not deemed as completed and PG Mall is not obliged to pay the Seller any amount in respect of that Transaction.

- 9.5.8 PG Mall takes no responsibility and assumes no liability for any loss or damages arising from the Product information and/or the Seller’s inability to process the Shopper’s purchase and/or payer information entered by the Shopper or wrong remittance by the Shopper in connection with the payment for the purchase. Further, PG Mall shall not be held liable for relying on any information uploaded or posted by the Seller or third party on the Platform.
- 9.5.9 When making payment, you must only use payment methods that are legally available to you, and shall not fraudulently use any means of payment under another party’s name. Pursuant to the same, we shall reserve the right to take all such actions to review any payment Transactions and where deemed necessary, to suspend the processing of such Transactions until our investigations are complete.
- 9.5.10 As a Shopper, you warrant that all personal information and/or details provided or submitted by you are accurate, true and up to date and agree to be responsible for all damages and losses

suffered or sustained by us, the owner of such payment methods and the Seller, which arise out of any fraudulent actions discovered under this Article 9.

## **10 PAYMENT PROTECTION SERVICES**

### **10.1 Purpose and Mechanism**

10.1.1 The Company provides payment protection services ("Payment Protection Services") to help create a safe and reliable environment for Members to undertake e-commerce Transactions. Payment Protection Services is an escrow payment service provided by the Company whereby any payment made by a Shopper for the purchase of Product is withheld by the Company and only released to the Seller upon confirmation that delivery of a Product has been made and such other appropriate criteria in order to protect the Shopper's interest being fulfilled. Payment Protection Services applies to all Products purchased on the Platform and is a free service.

10.1.2 Under the Payment Protection Services, if you have purchased any Product and completed full payment for the same but: -

- (a) have not received the Product within the time period stated by the Seller in the Product page; or
- (b) have received a Product which is defective, significantly not as described or does not materially conform to the product details as stated on the Platform; you may contact the Company, and we shall, upon the appropriate investigations being made, refund the payment made by you for the Product.

### **10.2 Cessation of Payment Protection Services**

10.2.1 Please note that you are entitled to Shopper protection under the Payment Protection Services only until the Product purchased is successfully delivered and accepted by you, which for the purpose of this Article 10, shall be at any point of time before Purchase Confirmation, being the updating of the status of a Transaction to reflect "Purchase Confirmed" on the Platform.

10.2.2 Order Received can be effected either by way of: -

- (a) Purchase Confirmation by Shopper. You may confirm your purchase by accessing to "My Profile > My Orders" on the website/mobile apps, and clicking on the "Confirmed Received" button; or
- (b) Automatic 'Shipment Received' by PG Mall. Where you do not take active steps to confirm receipt of the Product in the manner set out in Article 10.2.2, and where you have not taken any active steps to return the Product received or request for an exchange.

10.2.3 Once the status of a Transaction is changed to "Shipment Received" on the Platform, protection for the said Transaction under the Payment Protection Services will no longer be available to you, and your payment for the Product will be released to the Seller in accordance with our standard practice and Policies.

- 10.2.4 Please note that any request for cancellation and refund of the Order after the cessation of the Payment Protection Services shall need to be made directly to the Seller, subject to the Seller's approval and such terms and conditions as the Seller may impose.

### **10.3 No Representation**

- 10.3.1 The provision of Payment Protection Services by PG Mall does not make PG Mall a representative of a Seller or a Shopper, nor does it mean that PG Mall is acting as a proxy for any Shopper or Seller in performing their obligations in connection with any Transaction.

## **11 DELIVERY OF PRODUCTS**

### **11.1 General**

- 11.1.1 The delivery of the Products to respective Shopper in connection to any Transaction shall be subject to a separate delivery policy and such other procedures as may be determined and published by PG Mall from time to time, at its sole and absolute discretion.

### **11.2 Proper Delivery Address**

- 11.2.1 Delivery of the Products shall be made to the address provided or specified by you in your Order on the Platform.
- 11.2.2 You agree to bear the risk for any Products wrongly delivered due to incorrect details in respect to the address and/or phone number and/or name of the person to be contacted upon delivery provided by you.

### **11.3 Failure to Deliver by Seller**

- 11.3.1 In the event where payment is made to a Transaction but the Seller fails to fulfil its obligation to deliver the Product within the period specified on the Product page without any proper, reasonable and acceptable justification made to the Shopper, the Shopper may request for a cancellation of the Transaction.
- 11.3.2 In such event, PG Mall shall refund any payment made by you in accordance with the respective Cancellation, Exchange, Return and Refunds Policy in force at such time.

## **12 CANCELLATION, RETURNS, EXCHANGE AND REFUNDS**

- 12.1 Please refer to the Cancellation, Exchange, Return and Refunds Policy for further information in relation to the obligations of a Seller or Shopper in respect of cancellation, exchange, returns and refunds of Products at [https://pgmall.my/index.php?route=common/return\\_and\\_refund\\_policy](https://pgmall.my/index.php?route=common/return_and_refund_policy).
- 12.2 For the avoidance of doubt, the Cancellation, Exchange Return and Refunds Policy shall be read together with the Terms of Service, these Terms and Conditions and such other Policies in force from time to time.

## **13 PROMOTIONAL EVENTS**

- 13.1 PG Mall may also, at its sole discretion, from time to time offer various promotions, events and activities in any form as it deems appropriate to the Shopper to participate on the Platform to create, encourage and sustain Shopper's interest in the Products listed on the Platform ("**Promotion**").
- 13.2 The Promotion shall be subject to a separate promotion policy and such other procedures as may be determined by PG Mall from time to time, in its sole and absolute discretion ("**Respective Promotion Policy**").
- 13.3 PG Mall reserves the rights to introduce the Promotion (individually or collectively) at intervals of its choice. PG Mall may also provide separate terms and conditions governing each one of its Promotion. While choosing to participate in the Promotion, the Shopper is, apart from these Terms and Conditions, requested to peruse and understand the separate terms which governs each individual Promotion. Under certain circumstances, PG Mall may, at its sole discretion, at any time and with prior notice to the Shopper, withdraw, modify, suspend, cancel or delete all, or a part of the Promotion, the Respective Promotion Policy or other terms and conditions governing such Promotion.

#### **14 CONSUMERMERCHANT CONCEPT**

- 14.1 As a Shopper and/or by actively purchasing Products on the Platform, the Shopper may be entitled to participate in PG Mall's ConsuMerchant Concept ("**ConsuMerchant Concept**") as may be determined by PG Mall in its sole discretion. ConsuMerchant Concept offers our Shopper continuous cashback rewards in return for their purchase and continued support, in which they will also be rewarded for referring new shoppers to shop with PG Mall through this first of its kind referral program in the world.
- 14.2 The Shopper's entitlement and eligibility in participating in ConsuMerchant Concept shall be determined by PG Mall in its sole and absolute discretion and may be subject to change by PG Mall, from time to time, without notice to the Shopper.
- 14.3 The rights and benefits offered to the Shopper pursuant to the ConsuMerchant Concept shall be subject to a separate program policy and such other procedures as may be determined by PG Mall from time to time, in its sole and absolute discretion ("**Respective Program Policy**"). PG Mall may, at its sole discretion, at any time and with prior notice to the Shopper, withdraw, modify, suspend, cancel or delete all, or any part of the ConsuMerchant Concept, the Respective Program Policy and/or other terms and conditions governing such ConsuMerchant Concept.
- 14.4 PG Mall reserves the right to suspend the Shopper's participation and entitlement under the ConsuMerchant Concept for any reason whatsoever, including in the event the Shopper breaches any of All Terms or in the event the Shopper's account is suspended, investigated, or terminated. Any of PG Mall's determination as aforesaid shall be final and conclusive.

#### **14A BUSINESS CENTER**

- 14A.1 In connection with PG Mall's ConsuMerchant business model, PG Mall operates a page on the Platform known as "Business Center" that records and displays the details and information on both Frontlines and Uplines.

- 14A.2 As a Frontline, the Shopper will be able to access to the Business Center and view the information of its Uplines, including but not limited to name, PC code, email, group status, branch and such other information as PG Mall may from time to time consider necessary.
- 14A.3 As an Upline, the Shopper will be able to see the details and information of its Frontlines, including but not limited to name, email, contact, last order date, contact, purchases, and such other information as PG Mall may from time to time consider necessary.
- 14A.4 By continuing to access the Platform and using the Services, the Shoppers are deemed to have consented to the collection, use, access, display, transfer, storage and processing of its personal data for the purpose of operating and maintaining the Business Center, subject always that such personal data is processed in accordance with the terms of the Privacy Policy. In addition, PG Mall may amend the Shoppers' personal data at the Business Center from time to time without providing prior notice or obtaining any consent from the Shoppers.

## **15 FEEDBACK AND REVIEW SYSTEM**

### **15.1 Submission of Feedback**

- 15.1.1 Upon purchasing a Product, the Shopper shall be entitled to provide feedback or review in relation to the Product purchased and the Shopper's user experience on the Platform. Such feedback from our Shoppers is welcomed as it will enable PG Mall to improve the quality of service provided.
- 15.1.2 You may submit your review or feedback of such Product via the feedback and review mechanism provided on the Platform, which can be in the form of writing, image and/or video clip. Your feedback on the level of satisfaction with the Product as well as experience with the Seller will contribute to and reflected on the Seller's rating on the Platform.
- 15.1.3 Any review/feedback of a Product submitted, published or posted by you under the review section provided on the Platform shall be made publicly available. You shall be solely responsible for your review and PG Mall is not responsible to ascertain whether any opinion expressed is true. As such, you should ensure that any review posted is fair and truly reflect your opinion and review on the Product based on your personal shopping experience and the review shall not made in a manner which is unlawful, defamatory, derogatory or untrue.

### **15.2 Right to Remove Feedback**

- 15.2.1 In the event any of your review/feedback posted or uploaded on the Platform violates any of All Terms, or is made in a manner which is deemed as malicious, defamatory or derogatory or violates any applicable laws, PG Mall reserves all rights to remove any or all of the applicable review/feedback at its sole and absolute discretion, without prior notice to you.
- 15.2.2 Provided that the review/feedback does not violate any of terms herein, PG Mall reserves its right, and at its sole discretion, to maintain any negative review/feedback pertaining to the Products unless it is proven otherwise by the Seller in writing to PG Mall that the review/feedback contains mistakes, omissions, falsehoods, defamation, obscenity, pornography or profanity, any breach of law or interference with the rights of a third party.

## **16 DISPUTES BETWEEN SHOPPER AND SELLER**

### **16.1 Discussions in Good Faith**

16.1.1 In case of any disputes relating to the sale and purchase of the Products listed on the Platform between you and another Member or the Seller (collectively referred to as “**Disputing Parties**”), you shall first attempt to resolve the dispute with such Member (“**Dispute**”) in good faith.

### **16.2 Referral of Dispute to Company**

16.2.1 In the event the Disputing Parties have attempted but failed to resolve their Dispute pursuant to Article 16.1 within any time periods prescribed in these Terms and Conditions and/or the Terms of Service, the Disputing Parties may submit such Dispute to the PG Mall as a neutral party in assessing the Dispute to provide for a final determination and resolution.

16.2.2 You hereby agree that PG Mall shall have the full power, authority and discretion to make a final decision for such Dispute.

### **16.3 Decision given by PG Mall**

16.3.1 PG Mall shall at its sole discretion, review and carefully consider all the evidence received from the Disputing Parties based on a case-by-case basis, and shall without bias to either of the Disputing Parties, issue its final decision in respect of the Dispute (“**Decision**”), taking into consideration commonly accepted principles and practices in the relevant industries and the interests of the both parties.

16.3.2 You agree to abide by and be bound by the Decision and comply with all directions and instructions issued by PG Mall. In furtherance of the same, you expressly acknowledge and agree that PG Mall shall be entitled to, in relation to the Dispute and the Decision:

- (a) Cancel any Transaction on the Platform;
- (b) Release any funds held under the Payment Protection Services to either of the Disputing Parties (as applicable);
- (c) Temporarily or permanently suspend either or both of the Disputing Parties’ accounts on the Platform.
- (d) Temporarily or permanently remove listings of a particular Product from the Platform;
- (e) Require the removal of or the Company, of its own accord, may remove any unlawful content from a Seller store on the Platform;
- (f) Revise the rating for either or both of the Disputing Parties’ accounts on the Platform;
- (g) Cancel, forfeit or deduct any Coupons, Credits and/or Points issued; and
- (h) Carry out all such other actions, steps and/or measures deemed necessary to ensure the Decision is enforced fairly and reasonably.

16.3.3 Notwithstanding the aforementioned clauses, you acknowledge that PG Mall is not a judicial or arbitration institution and will make the determinations only as an ordinary non-professional

person. PG Mall does not act as the agent of either of the Disputing Parties, but acts as facilitator for dispute resolution. Consequently, you agree not to hold PG Mall liable and shall waive any claim you may have against PG Mall in respect of the Decision and the Dispute.

## **17 INTELLECTUAL PROPERTY RIGHTS**

- 17.1 **Site Contents.** PG Mall is the sole owner or lawful licensee of all the rights and interests in the Platform and its contents ("Site Contents"). All title, ownership and Intellectual Property Rights in the Platform and Site Contents shall remain with the Company, our affiliates or licensors of the Site Contents, as the case may be. All rights not otherwise claimed under these Terms and Conditions or by PG Mall are hereby reserved.
- 17.2 **Trademarks.** "PG MALL", "SHOP.SHARE.EARN", "SHAKE THE WORLD", "WHAT'S IN THE BOX", "HOT DAY SALE", "SUPER SHOCKING SALE", "WOW STORE", "CONSUMERCHANT" and related icons and logos are registered trademarks or trademarks or service marks owned or licensed by PG Mall and are protected under applicable copyright, trademark and other proprietary rights laws. You are strictly prohibited from undertaking any unauthorized copying, modification, use or publication of these marks.
- 17.3 **Infringements.** Any person may protect their rights by contacting PG Mall in the event their copyright or other intellectual property has been infringed or violated on the Platform by any person. Pursuant to the same, PG Mall may at its sole and absolute discretion take down the Product listing, information, specification and/or photograph complained of and suspend sales of the corresponding Products until such time that PG Mall at its sole and absolute discretion deems that evidence provided is sufficient to prove that the complaints and/or that the alleged claims are invalid.
- 17.4 **Compliance.** You shall ensure that all content including without limitation listings, information, specifications, photographs, and products for sale as supplied or provided by you on the Platform do not infringe or violate trade mark rights, patent rights, copyrights, trade names, domain names, portrait rights, design rights, utility models, trade secrets, know-how, confidential information, database rights, software rights, semiconductor and/or circuit layout rights and all various other Intellectual Property Rights. You shall also ensure that the use of such Intellectual Property Rights is with the prior, approval or consent of Intellectual Property Rights owner or intellectual Property Rights subsisting in any part of the world belonging to third parties.
- 17.5 **Ownership of Photographs or Videos of Products Arranged by the Company.** For the avoidance of doubt, the Intellectual Property Rights in any photographs or videos of Products which are arranged by and/or taken by PG Mall as part of any additional support under the Services shall vest in PG Mall.
- 17.6 **Affiliates.** In order to boost sales, information regarding Products displayed for sale by any Member on the Platform may be disclosed to PG Mall's affiliated third parties, including Platforms and blogs owned by and / or affiliated to such third party, and any such disclosure shall be subject to the Terms of Service and the Terms and Conditions.
- 17.7 **Indemnity.** You shall indemnify and hold harmless PG Mall and its directors and employees from all actions, claims and demands which may be instituted or made against you arising from your use of Intellectual Property Rights or violation of any applicable intellectual property laws.
- 17.8 **Claims from a Third Party.** Where you have received claims from a third party that your postings made on the Platform infringe or violate the Intellectual Property Rights of any third party or the contents of

such postings are open to any other form of attack whether related or unrelated to a legal action, you shall to the furthest extent possible exempt and not involve PG Mall, its directors and employees, and the Platform from and in such claims.

- 17.9 **Complaints.** You shall notify PG Mall as soon as practicable of any complaints or alleged claims of infringement of Intellectual Property Rights by any third party. All losses and costs to PG Mall, its directors and employees and / or the Platform arising from your use of any Intellectual Property Rights must shall be fully compensated by you.

- 17.10 **Usage.** If you post content or submit material to the Platform, and unless PG Mall indicates otherwise, you are deemed to have a granted PG Mall a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

## 18 LIABILITY

- 18.1 In the event of a dispute between you and a Member in relation to Products purchased on the Platform, you shall release and indemnify PG Mall from all claims, (whether criminal and civil), demands, liabilities and damages, actual and consequential, of every kind and nature, known and unknown arising out of or in any way connected with such dispute.
- 18.2 PG Mall does not guarantee and warrant the quality, safety, merchantability or legality of the Products, the truth or accuracy of the content, description, details of the Product published by the Seller on the Platform and any other content published, posted, uploaded or disseminated by other Members on the Platform or that a Member will actually complete a particular Transaction.
- 18.3 PG Mall cannot and does not guarantee continuous or secured access to the Platform and its services, and operation of the Platform may be affected by numerous factors outside of the Company's control.
- 18.4 All materials, information, software, products, services and other content contained on the Platform or from a linked site, is provided to you on "as is" basis and without warranty or conditions of any kind, express or whether implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.
- 18.5 PG Mall assumes no responsibility for any errors, inaccuracies or omissions whatsoever in the information on the Platform and under no circumstances will PG Mall be liable for any loss or damage by your reliance on information obtained through the Platform. It shall be your responsibility to evaluate the accuracy, completeness and usefulness of any information and provided, and use of the Platform is solely at your own risk.
- 18.6 PG Mall shall not be liable to you either in tort, contract, negligence or otherwise for any loss, damage, injury or expense, howsoever arising, out of or in connection with the supply or use of the Products. Under no circumstances will the Company be liable for any loss of profits, loss of data or for any other special, indirect, incidental or consequential damages, whether foreseeable or unforeseeable, based on claims of a Member or whether in action for contract, breach of warranty, tort or otherwise.
- 18.7 PG MALL SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THIS PLATFORM. SPECIFICALLY, YOU AGREE THAT THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF



ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. SPECIFICALLY, YOU ALSO AGREE THAT PG MALL IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING THE COMMUNICATION SERVICES AND / OR INCLUDED IN THIS SITE BY ANY THIRD PARTY. IN NO EVENT SHALL PG MALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM: (1) RELIANCE ON THE MATERIALS PRESENTED, (2) COSTS OF REPLACEMENT PRODUCTS, (3) LOSS OF USE, DATA OR PROFITS, (4) DELAYS OR BUSINESS INTERRUPTIONS, (5) NEGLIGENCE, (6) AND ANY THEORY OF LIABILITY, OUT OF OR IN ARISING CONNECTION WITH THE USE OF, INABILITY OR TO USE THIS PLATFORM, WHETHER OR NOT PG MALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **19 NO WARRANTIES**

- 19.1 You shall not hold PG Mall responsible for other Members' content, actions or inactions, or Products listed by Members, including content they post on the Platform.
- 19.2 You understand and agree that Transactions between you and Members on the Platform are deemed to be private contractual arrangements between you and such Members, and PG Mall is not a party to, and does not represent the Members or you in such transactions. PG Mall shall only be responsible for operating and managing the Platform and making reasonable efforts in order to maintain efficient Services and facilitate the sale and purchase Transactions on the Platform.
- 19.3 PG Mall and the Platform have no control over and do not guarantee the merchantability, quality, safety or legality of Products advertised, promoted or published by Sellers, the truth or accuracy of Members' content or listings, the ability of any Member to sell or purchase any Products or that any Transaction will be successfully completed.
- 19.4 PG Mall and the Platform do not hold any legal ownership of Products and are not involved in the transferring of legal ownership of Products from a Seller to a Shopper. Unless a Shopper and Seller agrees otherwise, Shopper will become the Product's lawful owner upon acknowledgement of the physical receipt of the Product from Seller.
- 19.5 If a you have a dispute with one or more Members, you hereby release and indemnify PG Mall (our officers, directors, agents, subsidiaries, joint ventures and employees) and keep us indemnified t from any claims, demands and damages, actual and consequential, of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
- 19.6 Accordingly, to the extent that is legally permitted, PG Mall excludes all implied warranties, terms and conditions. PG Mall is not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Platform and Services.
- 19.7 ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND OTHER CONTENT CONTAINED IN THE PLATFORM, OR FROM A LINKED SITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. PG MALL HAS MADE REASONABLE EFFORTS TO POST CURRENT AND ACCURATE INFORMATION ON THIS PLATFORM; HOWEVER, PG MALL ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, INACCURACIES OR OMISSIONS WHATSOEVER IN THE INFORMATION PROVIDED IN THIS PLATFORM. UNDER NO CIRCUMSTANCES WILL PG MALL BE LIABLE FOR ANY LOSS OR DAMAGE TO THE MEMBERS CAUSED BY RELIANCE ON INFORMATION OBTAINED

THROUGH THIS PLATFORM. IT IS THE MEMBERS' RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED AND USE OF THIS PLATFORM IS SOLELY AT YOUR OWN RISK.

## **20 ACCESS AND INTERFERENCE**

- 20.1 The Platform contains robot exclusion headers. Most of the information on the Platform is updated on a real time basis and is proprietary or is licensed to PG Mall by Platform's Members or third parties. You agree not to use any robot, spider, scraper or other automated means to access the Platform for any purpose without the prior written permission from PG Mall.
- 20.2 Additionally, you agree that you will not: -
- 20.2.1 Take any action that imposes or may impose, at PG Mall's sole and absolute discretion, an unreasonable or disproportionately large load on the Platform's infrastructure;
  - 20.2.2 Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content, except for your own information and reference, from the Platform without the prior written permission of PG Mall;
  - 20.2.3 Interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform; or
  - 20.2.4 Bypass PG Mall's robot exclusion headers or any other measures we may use to prevent or restrict access to the Platform.

## **21 GENERAL**

- 21.1 **Governing Law.** These Terms and Conditions shall be governed by the laws of Malaysia. Unless and otherwise required by applicable laws, any controversy, claim or dispute arising out of or relating to these Terms and Conditions and/or the Terms of Service and/or the Policies will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Malaysia and governed by Malaysian laws. The arbitrator shall be a person who is legally trained and who has experience in the information technology and e-commerce industry in Malaysia and is independent of either party. Notwithstanding the foregoing, PG Mall reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.
- 21.2 **Notices.** Unless specified otherwise in these Term and Conditions or by PG Mall, any notice, request, demand or other communication to PG Mall under All Terms shall be given or made in writing and delivered personally or sent by prepaid registered post to the following address:
- PG Mall Sdn. Bhd.**  
Menara Public Gold @TRX  
249, Jln Tun Razak, Imbi,  
50400 Kuala Lumpur.
- 21.3 **No Assignment.** PG Mall shall have the right to assign and/or novate the Terms and Conditions or any part of the same to any person or entity, by providing written notice to you which shall be posted on the Platform, and you hereby irrevocably agree and consent to any such assignment and/or novation. You may not assign, in whole or part, any of these Terms and Conditions to any person or entity.

- 21.4 **Force Majeure.** PG Mall shall not be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hindered or delayed by strikes, industrial disputes, fire, floods, acts of any government, riots, war, national emergency, Act of God, impediment by government laws, rules, regulations or orders or other events of force majeure and in such case its obligations shall be suspended for so long as such event continues.
- 21.5 **Severability.** If any provision of these Terms and Conditions and/or the Terms of Service and/or the Policies is found to be illegal, void or unenforceable under the law, these Terms and Conditions shall continue in force save that such provision shall be deemed severed with effect from the date of such decision or such earlier date as PG Mall may decide or the parties may agree, as the case may be.
- 21.6 **Waiver.** A failure by PG Mall to exercise or enforce any rights conferred upon it by these Terms and Conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

Last updated 25/5/2023