

GENERAL TERMS AND CONDITIONS (SELLER)

The terms and conditions herein regulate the Seller's subscription of and/or participation in jyh5g.com website and/or the JYH mobile app ("the Platform") and/or any facilities, services and/or functions made available by JYH at the Platform from time to time ("the Services") for use and effect in Malaysian market. JYH may amend, update, improve, alter, add, revise or modify the terms and conditions herein from time to time as JYH deems appropriate. By subscribing the Platform and/or the Services, the Seller shall deem accepted and agreed to be bound by the terms and conditions herein as may be amended, updated, improved, altered, added, revised and/or modified from time to time. Please read each and every term and condition herein carefully.

COMMENCEMENT AND TERM OF SUBSCRIPTION

The Seller's subscription for the access and use of the Platform and/or the Services shall commence on the date of the Seller's application for the subscription of the Platform and/or the Services being approved by JYH ("the Commencement Date") and shall continue in effect for a period expiring on the date that is **TWELVE (12)** months [based on a calendar year] from the Commencement Date ("the Term") unless otherwise extended or renewed or terminated or cancelled in accordance with the terms and conditions herein.

SUBSCRIPTION FEE AND DEPOSIT

The Seller shall pay to JYH for a fee amounting to **Ringgit Malaysia TEN THOUSAND EIGHT HUNDRED (RM10,800-00) ONLY** for the access and use of the Platform and/or the Services solely applicable in Malaysian market and shall upload or provide to JYH the proof of payment for the fee once paid.

The fee comprises of the following: -

- (i) **Ringgit Malaysia ONE THOUSAND (RM1,000-00) ONLY** being the deposit as and by way of security for the due performance and observance by the Seller of the terms and conditions herein contained ("the Deposit"); AND
- (ii) Subscription fee of **Ringgit Malaysia NINE THOUSAND EIGHT HUNDRED (RM9,800-00) ONLY** ("the Subscription Fee").

Except as stated herein, the Subscription Fee and other administrative charges, if any, imposed by and/or to be paid to JYH are **NON** refundable. There shall be no deduction or refund of the Subscription Fee or any part thereof for the Seller's failure to access or use the Platform and/or the Services or for any other reasons whatsoever.

For the avoidance of doubt, the Deposit shall at all times be maintained at the sum of Ringgit Malaysia ONE THOUSAND (RM1,000-00) ONLY. In the event that the Deposit or any part thereof is deducted by JYH for the purposes stated herein, the Seller shall upon demand immediately replenish the Deposit to ensure that the sum of Ringgit Malaysia ONE THOUSAND is fully reinstated. Any balance of the Deposit, after deducting any sum or sums as may have been deducted by JYH (if any) will be refunded by JYH to the Seller at the expiration of the Term or the renewed term, as the case may be, free from any interest or charges.

SUBSCRIPTION

The Seller shall submit the products details, the Seller's details, the account's details, business information and/or all necessary supporting documents as required by JYH for evaluation. All

information submitted to JYH shall be valid and authentic and shall correspond with the information contained in the supporting documents.

The Seller shall as and when required by JYH so to do cooperate with JYH by providing or cause to be provided to JYH such other additional supporting documents, materials, information and/or explanations for the purpose. Any insufficient or incomplete documents, materials and information may result in a delay for the Seller to access and/or use the Platform and/or the Services.

Notwithstanding the foregoing, JYH shall have the right to refuse or reject the Seller's subscription of the Platform and/or the Services due to any of the following reasons: -

1. False and misleading documents or information provided by the Seller;
2. Insufficient or incomplete documents or information by the Seller;
3. Failure on the Seller's part to pay for the Subscription Fee and the Deposit and/or JYH's account does not credit/reflect the Seller's payment for the Subscription Fee and the Deposit;
4. Failure on the Seller's part to provide proof of the Seller's payment for the Subscription Fee and the Deposit acceptable to JYH; and/or
5. Such other causes as JYH deems that the Seller and/or its products do not meet JYH's requirements for eligibility.

In the event JYH has at its absolute discretion refused or rejected the Seller's subscription of the Platform and/or the Services whether with or without a cause, JYH will refund to the Seller the Deposit [in Ringgit Malaysia] free of any interest.

The Seller's subscription for the access and/or use of the Platform and/or the Services does not entitle the Seller to any interest or ownership in the Platform and/or the Services. The Subscription Fee, the Deposit and other administrative charges (if any) payable by the Seller, the suspension deactivation and/or termination of the Seller's account, and all other matters affecting or relating to the Platform and/or the Services shall be at JYH's sole and absolute discretion.

EXTENSION OR RENEWAL OF THE TERM

The Term may be extended and renewed annually on the basis of **TWELVE (12)** months [based on a calendar year] provided that the Seller shall pay to JYH a renewal fee in the amount of **Ringgit Malaysia NINE THOUSAND EIGHT HUNDRED (RM9,800-00) ONLY** ("the Renewal Fee") by the expiry of the Term. If the Seller fails to make application to extend or renew the Term within **SEVEN (7)** days prior to the expiry of the Term, then JYH may, with or without further notice to the Seller, deactivate or terminate the Seller's account at the expiry of the Term.

By extending or renewing the Term, the Seller shall deem to have agreed to and accepted the terms and conditions herein as it exists at the time of the extension or renewal.

Notwithstanding anything to the contrary herein, JYH shall be entitled to review the Seller's account at any time and from time to time and the Seller hereby agrees and acknowledges that JYH is at its sole discretion to grant or refuse the extension or renewal of the Term after a review has been made by JYH. The Seller shall at all time meet all eligibility requirements of JYH as a seller to conduct business at the Platform.

To effectively improve and enhance user experiences of the Platform and/or the Services, the Renewal Fee may be revised by JYH from time to time at its sole and absolute discretion.

NO COMMISSION

No commission, service fee or transaction fee is chargeable for the Seller's access to and/or use of the Platform and/or the Services, unless otherwise notified by JYH.

FREIGHT FORWARDING & LOGISTICS SERVICES

The Seller shall appoint or entrust JYH's supported freight forwarder ("the Forwarder") for the freight forwarding and/or logistic services and it is agreed that: -

1. the customer shall be responsible and bear all fees, costs and expenses incurred for the entrustment and the performance of freight forwarding and/or logistic services by the Forwarder, including but not limited to all customs duties, taxes, fine for delayed declaration and any other charges related to the shipping and custom clearance of product (save and except for those additional charges, costs and expenses incurred due to the Seller's fault, omission or negligence including but not limited to (i) false or misleading information provided by the Seller to the Forwarder; (ii) products are not ready for shipment by the Forwarder within stipulated time; (iii) improper or inadequate packaging of the goods, which shall be solely borne by the Seller);
2. the Seller shall be solely responsible pay and bear all fees, fines, penalty, costs and expenses incurred for shipment or delivery of the Seller's items that are prohibited, controlled or restricted from import or export by the government, as may be imposed by the customs and/or other competent authorities;
3. the Seller shall assume all responsibility for delivery of the item ordered to the customer and all costs associated therewith AND the Seller shall bear the risk of any loss or damage to or deterioration of the product from whatsoever cause arising prior to the delivery of the product to the customer;
4. there shall be no change or substitution of the Forwarder once appointed or entrusted by the Seller without the prior written consent of JYH until and unless all existing orders or transactions have been fulfilled or completed.

JYH shall not be responsible and held liable for any loss or damage or detention to and of the product or any abnormal transportation of cargo (including but not limiting to delay in shipment/flight/railroad, cancellation of voyage/flight, wrong loading/discharge at the port of transshipment/the airport of transit etc), loss of income, loss of profit, loss of market, loss of reputation, loss of customers, loss of use, loss of opportunity or other indirect, incidental, economic, special, punitive, exemplary and consequential damages or loss howsoever incurred or caused by the Seller or the Forwarder or any logistic provider for any reasons whatsoever.

PAYMENT TO THE SELLER

The customer shall pay upfront to JYH as stakeholders the full amount for the item ordered together with the service fees and/or charges payable to the Forwarder and other tax, fees and/or expenses incurred from the purchase of the item ordered (if any) when an order is placed by the customer. The customer shall have **FIVE (5)** days from the date of the customer confirms receipt of the item ordered OR the date of the Seller's confirmation on the delivery of the purchased item supported by a proof of the delivery acceptable to JYH, whichever shall be the earlier, to inspect the item delivered and/or to request for a cancellation of order, replacement, return and/or refund in the event(s) stated in Return Replacement and Refund clause herein.

JYH as stakeholders shall pay to the Forwarder such amount of money received by JYH from the customer less the service fee and/or charges payable to the Forwarder and other tax, fees and/or expenses incurred from the purchase of the item ordered (if any), without interest, in the following manner, provided that no dispute has been raised by the customer: -

1. If JYH receives (i) the customer's confirmation on the receipt of the item ordered; and/or (ii) the Seller's confirmation on the delivery of the purchased item supported by a proof of delivery acceptable to JYH, **within the period from the FIRST (1st) day to the TENTH (10th) day** of the month, JYH shall process for the payout (i.e. such amount of money received by JYH from the customer less the service fee and/or charges payable to the Forwarder and other tax, fees and/or expenses incurred from the purchase of the item ordered (if any), without interest) to the Forwarder, on or before the **FIFTEENTH (15th) day** of the same month;
2. If JYH receives (i) the customer's confirmation on the receipt of the item ordered; and/or (ii) the Seller's confirmation on the delivery of the purchased item supported by a proof of delivery acceptable to JYH, **within the period from the ELEVENTH (11th) day to the TWENTIETH (20th) day** of the month, JYH shall process for the payout (i.e. such amount of money received by JYH from the customer less the service fee and/or charges payable to the Forwarder and other tax, fees and/or expenses incurred from the purchase of the item ordered (if any), without interest) to the Forwarder, on or before the **TWENTY FIFTH (25th) day** of the same month;
3. If JYH receives (i) the customer's confirmation on the receipt of the item ordered; and/or (ii) the Seller's confirmation on the delivery of the purchased item supported by a proof of delivery acceptable to JYH, **within the period from the TWENTY FIRST (21st) day to the LAST day** of the month, JYH shall process for the payout (i.e. such amount of money received by JYH from the customer less the service fee and/or charges payable to the Forwarder and other tax, fees and/or expenses incurred from the purchase of the item ordered (if any), without interest) to the Forwarder, on or before the **FIFTH (5th) day** of the following month.

All payments made to the Forwarder shall be deemed and treated to be payment made to the Seller absolutely and any receipt or acknowledgement by the Forwarder for all such payments shall be a good and valid discharge of JYH's obligations of such payments and shall be valid and binding on the Seller. JYH reserves its right to take action against the Forwarder in the event that the Forwarder fails to pay, transmit or transfer any such payment payable to the Seller at the date, time and/or manner mutually agreed upon by the Seller and the Forwarder.

CLOSURE OF THE SELLER'S ACCOUNT

The Seller may close the Seller's account or cease to subscribe the Platform and/or the Services at any time during the Term and, in such event, the Subscription Fee or any part thereof is **NOT** refundable AND there shall be no deduction on the Subscription Fee paid by the Seller to JYH for any reasons whatsoever. The Seller will remain liable for payment of all other administrative charges, if any, due and payable to JYH for the periods prior to the effective date of the account closure.

SUSPENSION DEACTIVATION AND TERMINATION OF THE SELLER'S ACCOUNT

After subscription by the Seller for the access and use of the Platform and/or the Services, JYH may as it opines necessary suspend deactivate or terminate the Seller's account at any time for: -

1. Failure of the Seller's to pay for other administrative charges, if any, due and payable by the Seller to JYH;
2. Failure on the Seller's part to replenish the Deposit after the Seller's receipt of a notification from JYH, if applicable;
3. False or misleading information provided by the Seller at the Platform;
4. Overwhelming quantity of negative comments, reviews and/or feedbacks by the customer on the Seller and/or its products;
5. Any breach of the terms and conditions herein;
6. Any violation of the policies or guidelines regulated by JYH from time to time;
7. As necessitated by any regulatory body or statutory authority or government regulations, orders, directives, guideline, practice directions, notices, policies and laws.

JYH shall also have the right to deactivate suspend or terminate the Seller's account at any time at its sole discretion without a cause and the effect of deactivation suspension or termination of the Seller's account shall include any of the following: -

1. Suspension or removal of the Seller's listing from the Platform;
2. Suspension or removal of the Seller's product from the Platform;
3. Restriction on communication access;
4. Amendment or removal of any affected description, content, review, record, comment or message;
5. Removal on any video, image, text, photograph, livestream or any facility, function, service, tool or feature;
6. Suspension or forfeiture of cash equivalent balance in the Seller's account;
7. Suspension, cancellation, termination or reversal of any transaction carried out by the Seller at the Platform;
8. Cancellation and/or interception of all existing orders of the Seller;
9. The Seller may be banned from creating new account with JYH;
10. Disclosure or report to relevant regulatory or law enforcement agencies;
11. Commencement of legal proceeding against the Seller;
12. No refund shall be made for the Subscription Fee, the Renewal Fee and/or other administrative charges, if any or any part thereof;
13. The Seller shall remain liable for payment of other administrative charges, if any, due and payable to JYH for the periods prior to the deactivation, suspension or termination of the Seller's account.

SELLER'S OBLIGATION

It is the obligations of the Seller to meet all performance criteria, including but not limiting to the following: -

1. Adherence of the delivery period

The Seller shall ensure that the item ordered by the customer is ready to be picked up by the Forwarder within SEVEN (7) days from the date of the order placed by the customer, failing which JYH or the customer shall have the right to cancel the order.

Pre-Order

The Seller may demonstrate their product under Pre-Order. The Seller's product listed under Pre-Order shall be delivered to the customer within the time period agreed by the Seller and the customer.

2. Responsive to customer's queries

The Seller shall be responsible to provide satisfactory customer experience and in addressing any customer order related queries in a professional manner. JYH shall not be held liable and responsible for claims in the event that the Seller fails to meet the aforesaid service level on responding to the customer's inquiry, such as the order status or proof of delivery after item status has changed to delivered.

3. Quality of packaging and products

The Seller shall deliver its product in good condition as the Seller described in the Platform. The Seller's product, particularly item that is easily broken or damaged, shall be properly and safely secured packaged wrapped and labelled to prevent and minimise damage in the transit. JYH shall not be responsible or liable for any delay, loss or damage due to any improper or inadequate packaging wrapping or labelling and the Seller shall indemnify and keep JYH indemnified if the product is broken or damages or if the product causes loss destruction or damage to other item or person or property.

4. After sale service support

The Seller shall respond to the customer's queries and shall respond to the customer's request for replacement or cancellation of order and/or return of the item delivered within TWENTY FOUR (24) hour. The Seller is advised or encouraged to keep as record the photograph, video and/or picture of the product (including its packaging) to be delivered to the customer.

5. JYH's use of the Seller's data

The Seller hereby irrevocably consents, grants and authorises JYH the non-exclusive, royalty free and worldwide right for JYH to access, use, reproduce, share, distribute, transmit, make available, publicly perform, publicly advertise, display and/or generally deal with the Seller's listing, products, information and data at the Platform. JYH has the right to decide to display representation of the Seller's logos and marks in all marketing and publicity material. The Seller shall be responsible for the legality of the information and data provided to JYH.

POSITIVE COVENANTS

By accessing and using the Platform and/or Services, the Seller agrees, covenants and undertake as follows: -

1. Trade, sell, market, promote furniture and/or furniture related products, hardware, materials, accessories, tools, replacement or spare parts, fittings, woodworking or furniture design software only, unless otherwise agreed by JYH;
2. Comply with the listing quantity as permitted by JYH;
3. Use clear accurate and appropriate words descriptions terms explanations or contents for the Seller's listing and/or product;
4. Use the Platform and/or Services for business purposes only;
5. Post, use, market, promote, advertise product or services that are listed at the Platform only by using the advertising and/or marketing materials that have been approved by JYH;
6. Conduct themselves in a fair and professional manner when operating business at the Platform;

7. Ensure that all conversations and engagements are conducted in a polite and respectful manner (both verbal and physical);
8. Maintain honesty and uphold integrity when conducting business at the Platform;
9. Comply with all applicable laws and regulations to the fullest extent when accessing and/or using the Platform and/or the Services;
10. Use JYH trade mark, service mark, trade name, commercial symbol or other proprietary right for the purpose of the Seller's business at the Platform only;
11. Comply with all guidelines, notices, operating rules and policies issued by JYH from time to time;
12. Responsible for all information that is communicated, submitted, transmitted or otherwise made available when accessing and/or using the Platform and/or the Services.

NEGATIVE COVENANTS

By accessing and using the Platform and/or Services, the Seller agrees, covenants and undertake that the Seller shall not: -

1. Post, use, encourage, instruct, upload, comment or share statement, expression, indication or content in violation of law, regulations and/or governmental requirements;
2. Post, upload, comment or share statement, expression, indication or content that supports any terrorist organisation or dangerous individual whether in logo, video, photograph, text, image, livestream, emoji or in any kind of formats;
3. Post, upload, comment or share statement, expression, indication or content that is politically sensitive in any formats;
4. Post, upload, comment or share statement, expression, indication or content that obstruct public health measures or which may result in public health risk;
5. Post, upload, comment or share statement, expression, indication or content involving Minors without prior consent of the parent or legal guardian, including those may threaten well-being of Minors;
6. Post, upload, comment or share statement, expression, indication or content in any form that is offensive, libelous, defamatory, bullying, harassing, threatening, inappropriately suggestive, vulgar, hate speech, depicting, discriminatory or inflammatory in nature;
7. Post, upload, comment or share statement, expression, indication or content in any form such as pornography, nudity, obscenity and sexually explicit images videos or descriptions;
8. Post, upload, comment or share statement, expression, indication or content that is gruesome distasteful abuse or violent in nature or which promotes, encourages, coordinates or provides instructions for violence or harm against human, animals and/or property, suicide and self-harm, including but not limited to eating disorder activity, violent tragedies or accidents involving death, open wounds or serious injury to human being, animals in any kind of formats;
9. Post, upload, comment or share promotional messages, irrelevant information or any other content that does not relate to JYH;
10. Post, upload, comment or share statement, expression, indication or content containing software viruses, malware or other harmful codes;
11. Post, upload, comment or share statement, expression, indication or content relating to or promoting vice or illegal activities, organised crime, unlawful gambling, moneylending, cheating or fraud;
12. Post, upload, comment or share statement, expression, indication or content that encourage behaviour that is illegal, including but not limited to violence, fraud, illegal drug use, circumvention devices or other device/equipment used for illicit purposes, underage drinking, or child abuse or animal abuse;

13. Post, upload, comment or share statement, expression, indication or content offering fraudulent products, services, goods, schemes or promotion (eg. Money games or pyramid scheme) or content suggesting false lucky draws or winning information;
14. Post and upload content that misleading, misrepresentative, sarcasm, self-harm or harm to others or against public policy or offensive material and information detrimental to national security;
15. Allow automated procedures or methods to access to the Platform and/or the Services, add or download contacts, send or redirect data or information and generally collects or uses unauthorised data or information, trading of all kinds of account information etc;
16. Share content that is intentionally collect or use other's data or information without permission or consent;
17. Request for, post, share, disclose, trade or exchange any personal, account, financial or sensitive data or information of any individual within or out of the Platform, or use the data or information available on the Platform in a manner that is not authorised by JYH;
18. Create multiple stores with similar products;
19. Wilfully imitate other seller's store decoration, design, products or content, causing confusion or difficulties for customers to identify seller;
20. Engage or involve in fake transactions to manipulate the Seller's data such as sale data and product rating;
21. Involve, promote, encourage, coordinate or provides instruction for any cheating and fraudulent activities that will cause operational disruption, reputational or financial harm whether directly or indirectly in any kind of formats;
22. Use, reproduce, display, communicate or access intellectual property rights of JYH for any purposes and in any manner other than consented by JYH;
23. Use intellectual property rights of JYH in any manner which results in an infringement of applicable laws and/or third party intellectual property rights;
24. Use, trade, exchange, sell, promote or give away weapons, firearms, explosive products, dangerous goods, munitions, human parts, human remains, protected flora and fauna and/or other prohibited restricted or controlled item or product;
25. Communicate, transact, discuss or liaise with the customer out of the Platform.

DISCLAIMER AND EXCLUSION OF LIABILITY

JYH makes no warranty or guarantee on the performance of the Platform, the Services and/or any software or hardware used for the Platform and/or the Services, any application made by the Seller or the customer by using the Platform and/or the Services, merchantability of product, satisfactory quality, fitness for particular purpose, non-infringement, quite enjoyment, other warranties arising out of the course/use of trade or the reliability of the telecommunication network the Seller or the customer used to access the Platform and/or the Services. JYH to the fullest extent permitted by law, excludes all representations, warranties, rights and remedies whether implied, expressed, statutory or otherwise regarding the Platform and/or the Services provided by JYH or in connection with the terms and conditions herein.

JYH shall not be responsible to the Seller or the customer for any risk, loss, damage, cost, charges and expenses, fine, regulatory action, claim, demand, liability or compensation of whatever nature arising from or related to the Platform and/or the Services including but not limiting to the following: -

- (i) the Seller's use of the Platform and/or the Services;
- (ii) the customer's use of the Platform and/or the Services;
- (iii) breach by the Seller and/or the customer of any policy, guidelines, terms and conditions imposed by JYH;

- (iv) any alleged unauthorised transaction, fraud, cheating, sabotage, disruption, errors, defects or unavailability of product;
- (v) the Platform and/or the Services are interrupted or affected due to technical issues or required maintenance works;
- (vi) any loss of data or damage to the Seller's devices or the customer's devices.

JYH shall not under any circumstance be held liable for any loss or any damage caused to the Seller and/or the customer arising from act or omission howsoever caused including any statement, representation or communication made by JYH in whatever form to the Seller and/or the customer.

In the event that any liabilities shall not be excluded, JYH's maximum aggregate liability to the Seller and/or the customer in respect of such liabilities, whether under all applicable laws of contract, tort or otherwise, shall be at the maximum of Ringgit Malaysia FIVE THOUSAND (RM5,000-00) only.

In addition to the limitation and exclusion in this clause, JYH or its directors, officers, employees, agents, consultants, counsels or other representatives shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages, or other damages of any kind, arising out of or related to the Platform and/or the Services. There shall be no liability whether in contract, tort (including negligence) or otherwise. These exclusion and limitation of liability shall survive the termination of the Seller's account with JYH or at the expiry of the Term.

RETURN, REPLACEMENT AND REFUND

The customer may request for the cancellation of order, return or replacement of the purchased item and/or refund through the Platform within FIVE (5) days from the date of the customer's confirmation on the receipt of the item purchased OR the date of the item purchased deem delivered to the customer, whichever shall be the earlier, for any one or more of the following reasons: -

1. Item delivered does not match the information, specification, description or displayed picture in the Platform;
2. Item delivered is faulty, defective or damaged or inferior in quality;
3. Item delivered is different from the product ordered;
4. Item delivered has a missing part, including accessories or free gift;
5. Item delivered is of a different quantity as the quantity purchased by customer;
6. Expired product;
7. Misleading or misrepresentation on product information;
8. Such other valid reasons acceptable to JYH or the Seller.

For the avoidance of doubt, an item purchased shall be DEEMED to have been delivered to the customer after the expiry of FIVE (5) days from the date of the Seller's confirmation on the delivery of the item purchased supported by proof of delivery acceptable to JYH.

(a) Return and Replacement

All request for (i) return and refund; or (ii) return and replacement shall be made directly to and handled by the Seller. The Seller shall respond to the customer's queries and/or shall respond to the customer's request for the cancellation of order and/or return or replacement of the item delivered within TWENTY FOUR (24) hour.

In the event that the Seller agrees to the customer's request for cancellation of order and/or return and/or replacement of the item delivered, the Seller shall within a period of SEVEN (7)

days from the date of the customer's request for the (i) return and refund; or (ii) return and replacement of the item delivered respond to the customer's request and thereafter take all reasonable steps to arrange for return and/or replacement amicably at its own costs and expenses.

If the Seller refuses to the customer's request for the cancellation of order and/or return or replacement of the item delivered, a new solution shall be proposed by the Seller to the customer. At this stage, the Seller and the customer can negotiate independently without intervention or supervision from JYH. All negotiations between the Seller and the customer shall be conducted exclusively through the Platform and/or the Services provided by JYH. Any negotiations or discussions not taking place within the Platform and/or Services shall be deemed outside the control and responsibility of JYH. JYH shall bear no responsibility and liability for any actions, agreements, or events occurring outside the scope of its Platform or without its knowledge. The Seller shall take all reasonable steps to resolve the dispute amicably.

(b) Refund

The refund will be commenced and effected by JYH upon receipt by JYH of (i) a request for cancellation of order and a refund by the customer; and (ii) a notice of acceptance from the Seller accepting the cancellation of the customer's order and agreeing for the refund. The Seller shall liaise directly with the customer and take all reasonable steps for the return of the item delivered (if applicable) within the aforesaid standard return period of SEVEN (7) days. In the event that the Seller fails to provide to JYH such notice of acceptance within the standard return period, then the Seller shall deem agreed to the refund and JYH shall deem irrevocably authorised by the Seller to initiate cancellation of the customer's order and a refund after the standard return period.

In the event that the Seller disagrees to cancellation of the customer's order and a refund, then the Seller shall within TWENTY FOUR (24) hour from the request by the customer for cancellation of order and refund, issue and forward to JYH a notice of rejection and the Seller shall respond to the customer's request for the refund within TWENTY FOUR (24) hour. The Seller and the customer can negotiate and reach a mutual agreement between the parties on the refund.

(c) Intervention by JYH

If: -

- (i) the Seller and the customer fail or are unable to reach a mutual agreement through negotiation at the expiry of SEVEN (7) days from the date of the customer's request for cancellation of order, return or replacement of the item delivered and/or refund; or
- (ii) the Seller fails to effect the return and/or replacement of the item ordered by the customer according to the mutual agreement made between the Seller and the customer; or
- (iii) the Seller does not respond to the customer's request for cancellation of order, return or replacement of the item delivered and/or refund;

JYH may intervene in the dispute settlement between the Seller and the customer.

In such event, JYH will assist to review the customer's request for cancellation of order, return or replacement of the purchased item and/or refund and resolve the dispute. For the purposes

of reviewing investigating and resolving the dispute, JYH may require information and/or evidence from the Seller and/or the customer, such as valid shipment consignment note, photographs or video of the parcel etc for such review prior to a decision making by JYH. The Seller and/or the customer shall provide clear valid and authentic information and/or evidence as may be required by JYH for the review and/or investigation within TWENTY FOUR (24) hour after such request made by JYH failing which JYH shall have the right to decide based on the existing evidence furnished to JYH.

JYH may make a decision according to the following standards: -

<p>Product ordered is not shipped or delivered or replaced within Seven (7) days from the date of the order being placed by the customer and the Seller fails to provide a valid tracking number;</p> <p>Expired product;</p> <p>Item delivered is broken or damaged or spilled;</p>	<p>The Platform will rule on a full refund.</p>
<p>Item delivered does not match the information, specification, description or displayed picture in the Platform;</p> <p>Misleading or misrepresentation on product information;</p> <p>Item delivered has a missing part, including accessories or free gift;</p>	<p>The Platform will rule on a partial refund or a return and full refund as may be required by the customer if the supported evidence provided by the customer is valid and conclusive.</p> <p>If the customer opts to return the item delivered for a full refund, the return shipping fee and all risks thereof shall be borne by the Seller, failing which JYH may at its discretion deduct the cost and expenses thereof from the Deposit.</p> <p>If the customer opts for a partial refund, the Platform will give different proportions of the maximum refund amount according to the severity of the inconsistency / missing part in the description / information.</p>
<p>Item delivered is of a different quantity as the quantity purchased by customer;</p>	<p>The Platform will rule on a partial refund or a return and full refund as may be required by the customer if the supported evidence provided by the customer is valid and conclusive.</p> <p>If the customer opts to return the item delivered for a full refund, the return shipping fee and all risks thereof shall be borne by the Seller, failing which JYH may at its discretion deduct the cost and expenses thereof from the Deposit.</p>

	<p>If the customer opts for a partial refund, the Platform will give different proportions of the maximum refund amount according to the difference in the quantity purchased by customer.</p>
<p>Product ordered is not shipped or delivered or replaced due to customs detention due to the Seller's fault;</p>	<p>If the stipulated delivery time is not exceeded at the time of customs detention, the Seller shall be responsible for the delivery and return the shipping fee for a refund, failing which JYH may at its discretion deduct the cost and expenses thereof from the Deposit.</p> <p>If the stipulated delivery time has been exceeded at the time of customs detention, the full refund will be awarded.</p>
<p>Item delivered is faulty, functional defective, unusable or inferior in quality;</p> <p>Product ordered is not shipped or delivered or replaced within the stipulated time;</p> <p>Item delivered is different from the product ordered;</p>	<p>If the item delivered is in defective, unusable or inferior in quality, the Platform will rule on a return and full refund, the return shipping fee and risk shall be borne by the Seller, failing which JYH may at its discretion deduct the cost and expenses thereof from the Deposit.</p>
<p>Change of mind (by the customer);</p> <p>The customer's fault (eg. Item delivered is not returned to the Seller; customer's claim is incorrect; item returned is damaged; item returned has a missing part, item returned to the Seller is in used condition etc);</p>	<p>The Platform will rule on no refund.</p>
<p>Change of mind (by the Seller);</p> <p>The Seller's fault</p>	<p>The return shipping fee shall be borne by the Seller, failing which JYH may at its discretion deduct the cost and expenses thereof from the Deposit and the Platform shall grant a full refund to the customer.</p> <p>If the Seller refuses to give cooperation, the Platform will refund to the customer in full, and the customer does not need to return the item.</p>

If the responsible party for the return cannot be clearly defined, the Platform has the right to rule that both the Seller and the customer shall jointly bear the shipping fee for the return freight (if applicable).

If any party fails to give full cooperation to facilitate the review and/or investigation, JYH has the right to decide in favour of the other party.

If after a decision has been made by JYH, the Seller and/or the customer disagree with JYH's decision, the parties shall agree to submit to the exclusive jurisdiction of the Malaysia Courts. JYH shall withhold the refund to the customer or payment to the Forwarder or any other party until a court order has been obtained resolving the dispute or claim and JYH shall act in accordance with the terms of the court order. JYH shall not be liable for any loss, interest, penalties, or damages arising from the withholding of the refund or the payment in accordance with this provision.

ADMINISTRATIVE CHARGES, IF APPLICABLE

JYH shall be entitled to charge for the following administrative charges (if applicable) at the amount as may be determined by JYH from time to time and the Seller hereby irrevocably authorised JYH to deduct such administrative charges from the Seller's account: -

1. Such costs and expenses incurred or to be incurred by JYH in the event of any dispute or claim arises between the Seller and the customer;
2. Such expenses incurred or to be incurred by or charges imposed on JYH in processing the payout to the Forwarder;
3. Such costs and expenses for marketing and/or advertisement at the Platform; and/or
4. Such other costs and expenses as may be incurred to enhance or improve the Platform and/or the Services.

GOVERNING LAWS AND DISPUTE RESOLUTION

The laws of Malaysia shall apply and govern the terms and conditions herein.

In the event of any dispute, controversy, difference, claim or disagreement arising out of or in connection with the Seller's subscription of and/or use of the Platform and/or the Services, including any question regarding its existence, interpretation, performance, termination or validity, or breach thereof ("Disputes"), the Seller agrees to enter into mediation for a minimum of THIRTY (30) days prior to initiating any legal action against JYH. The mediation will take place between the Seller and a relevant representative of JYH to be appointed at JYH's sole and absolute discretion.

During this period of THIRTY (30) days, the Seller agrees not to disclose any information relating to the said Dispute or the mediation thereof to the public domain without the prior written consent of JYH and JYH shall have the right to the following: -

1. Withhold any sums due and payable by JYH to the Seller;
2. Suspension of the Seller's listing from the Platform;
3. Deactivation of the Seller's account.

If following mediation, the Seller and JYH are unable to reach a mutual satisfactory resolution of the Dispute, such Dispute shall be governed by, and construed in accordance with the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the Malaysia Courts. All costs and expenses (including solicitors' fee) in respect of any Dispute, suit, action or proceedings (legal or enforcement) which may arise out of or in connection with the use of the Platform and/or the Services and/or the terms and conditions herein shall be solely borne by the Seller.

Any records (including records of any telephone conversations relating to the Platform and/or the Services) maintained by JYH shall be binding on the Seller and conclusive for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted

between JYH and the Seller. All such records are admissible in evidence and shall not be challenged or disputed its admissibility, reliability, accuracy or authenticity of such records merely on the basis that such records are electronic form and are the output of a computer system and the Seller hereby waives any of its rights, if any, to object.

INDEMNITY

Notwithstanding anything herein contained JYH shall not be liable to the Seller nor shall the Seller have any claim against JYH in respect of (i) any breach or non-compliance or non-observance by the Seller of the terms and conditions herein; and/or (ii) use of the Platform and/or the Services. The Seller shall indemnify, keep indemnified and hold harmless JYH from and against all summonses, actions, proceedings, claims, demands, loss, damage, judgment, settlement, interest, costs and expenses including solicitors' costs on solicitor-client basis for which JYH shall or may be or become liable in respect of and to the extent that may arise from (i) any breach or non-compliance or non-observance by the Seller of the terms and conditions herein; and/or (ii) use of the Platform and/or the Services; and/or (iii) infringement of third party intellectual property rights; and/or (iv) any loss, damages or liability arising out of third party claims, proceedings, lawsuit or allegations.

ALL RIGHTS RESERVED

All rights reserved. The Platform and/or the Services and its contents including but not limited to information, materials, text, images, photographs, videos, graphics, logos and/or arrangement are owned by Snuggle Hub Sdn. Bhd. (1548544-H) ("Snuggle Hub") and shall not be modified, copied, recorded, transmitted, reproduced, stored, distributed, broadcast, published and/or sold in whole or in part or commercially dealt with in any form or by any means unless with the prior written consent from Snuggle Hub.

INTELLECTUAL PROPERTY RIGHT

All rights of JYH trade mark, service mark, trade name, commercial symbol or other proprietary right are exclusive property of Snuggle Hub and all goodwill generated through the Seller's use of the Platform and/or the Services shall inure solely for Snuggle Hub's benefit.

The Seller is granted a non-exclusive, non transferable, limited licence to permit the Seller to access and use the Platform and/or the Services made available to the Seller during the Term for the purpose of the Seller's business permitted by JYH only.

FORCE MAJEURE EVENT

JYH shall not be responsible and held liable to the Seller nor shall the Seller have any claim against JYH in respect of any loss of income, loss of profit, loss of market, loss of reputation, loss of customers, loss of use, loss of opportunity or other indirect, incidental, special, punitive, exemplary and consequential damages or loss howsoever incurred including without limitation breach of contract, negligence, wilful act, any claims for delay or loss or destruction or damage as a consequence of a force majeure event.

NOTICES

All notices which are required to be given hereunder will be in English language and in writing. Such notices shall be sent to the address of the parties as follows or such other address as the recipient may designate by notice given in accordance with this clause.: -

If to JYH : -

Correspondence address :
Contact Person :
Contact No. :
Facsimile No. :
Email address :

If to the Seller : -

The Seller's name : as stated in the application form
Correspondence address : as stated in the application form
Contact Person : as stated in the application form
Contact No. : as stated in the application form
Facsimile No. : as stated in the application form
Email address : as stated in the application form

Any such notice may be delivered personally by post or facsimile transmission or electronic mail to the addresses set forth above and will be deemed to have been received:

- (a) if by hand delivery, at the time of delivery; or
- (b) if by courier, pre-paid or registered post, **FIVE (5)** days after the date of mailing; or
- (c) if by facsimile transmission, immediately upon transmission subject to the sender having received a transmission report confirming the successful transmission of the facsimile; or
- (d) if by electronic mail, upon successful transmission of the mail.

NO PARTNERSHIP

Nothing contained herein shall constitute or be construed as creating a partnership or fiduciary relationship between JYH and the Seller and none of the parties hereto shall have any authority to bind or commit the other party. No provision herein is deemed to constitute either party as the legal representative or agent of the other for any purpose whatsoever. Neither party shall have any right or authority to assume, create or incur any liability or obligation of any kind expressed or implied against in the name or on behalf of the other party except as otherwise expressly provided herein or as may otherwise be agreed in writing by both JYH and the Seller.

ASSIGNMENT

The rights benefits and obligations of the Seller are personal to the Seller and shall not be capable of being assigned, delegated, transferred or otherwise disposed of save and except with the prior written consent of JYH. JYH may assign transfer its rights and/or transfer its obligations herein to a third party at the sole discretion of JYH.

PRICING AND TAXES

All sale and purchase transactions through the Platform constitute a supply of product or service by the Seller to customers. The price of all products or services at the Platform shall be in RM and shall include packing, packaging, transportation / shipping fee, taxes, charges, duties and all other expenses up to the point of the product or service is delivered to the customer. Such prices shall be final and only applicable in Malaysian market.

The Seller shall bear and pay its own taxes, imports, royalties, charges and duties as may be levied by the government (state or federal) or regulatory bodies on each and all transaction performed at the Platform.

E-INVOICING

Pursuant to the e-invoice implementation by the Malaysian government, the Seller hereby consents and JYH is hereby authorised to provide such information on the Seller and the Seller's transactions to the relevant government authorities in compliance with the applicable law in Malaysia and/or such rules and/or regulations as may be implemented by the relevant authorities from time to time.

LANGUAGE

Except as otherwise specifically provided to the contrary, all documents, notices, waivers and all other communications, written or otherwise, between JYH and the Seller in connection with the participation in and/or use of the Platform and/or the Services shall be in English language or if in any other language, accompanied by a translation in English. In the event of conflict between English text and text in any other language, the English text shall prevail.

CURRENCY

All sums of money or payment to be made to JYH shall be in Ringgit Malaysia or such currency as may be agreed by JYH.

CHANGE IN LAW

Notwithstanding the terms and conditions herein, JYH may with or without notice suspend deactivate or terminate the Seller's account and services or cease to provide the Platform and/or the Services in the event of any introduction, imposition, variation or change in law, order, regulation, official directive or in the financial, economic or political conditions in Malaysia which in the opinion of JYH would render it inadvisable unlawful or impractical for JYH to continue to make available the Platform and/or the Services.

MISCELLANEOUS

1. In connection with the Seller's use of the Platform and/or the Services, the Seller shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of such JYH's information which is identified as confidential or that should reasonably be considered confidential. This provision shall survive the termination of the Seller's account with JYH or the expiry of the Term.
2. No failure on JYH's part to exercise or enforce and no delay on JYH's part in exercising or enforcing any right hereunder will operate as a release or waiver thereof. No waiver (whether express or implied) by JYH of any of the terms and conditions herein or of any breach of or default by the Seller in performing any of those terms and conditions shall constitute a continuing waiver of the relevant terms and conditions or of any breach or default, and no such waiver shall prevent JYH from enforcing any of the other provisions herein or from terminating such waiver or from subsequently acting upon or enforcing the said provisions or any subsequent breach or default by the Seller of the said provisions or any of the other provisions herein.
3. Knowledge or acquiescence by JYH of or in any breach of any of the terms, conditions or covenants herein contained shall not operate as or be deemed to be a waiver of such terms, conditions or covenants or any of them and notwithstanding such

knowledge or acquiescence, JYH shall be entitled to exercise its respective rights hereunder and to require strict performance by the Seller of the terms and conditions herein.

4. If any one or more of the terms and conditions or part thereof herein should be or becomes invalid or unenforceable due to whatsoever reason or reasons, this shall not in any way affect or impair the validity or enforceability of the remaining terms and conditions hereof.
5. The terms and conditions herein are intended solely for the benefit of the Seller and nothing herein shall be construed to create duty or liability to, or standard of care with reference to any other third party.

DEFINITIONS & INTERPRETATIONS

“customer” means a third party, who purchases a product on the Platform.

“force majeure” means all or any one (1) of the following events or occurrences: -

1. Act of God, explosion, flood, tempest, fire, storm, weather condition, natural disaster or accident
2. War or threat of war, embargo, sabotage, riot, insurrection, civil disturbance or requisition, act of public enemy, terrorism or hostilities
3. Acts, restraints, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
4. Import or export regulations or embargoes
5. Interruption of traffic, strikes, lock-out, trade disputes, industrial actions
6. Health epidemics
7. Such unforeseen event contingency or cause beyond JYH's control

“law” means all laws, orders, decrees, rules, regulations, circulars, notices or guidelines, including the requirements of any regulatory authority, having legal effect and as applicable to a party in respect of its rights and obligations under the terms and conditions herein.

“order” means the request for purchase made by a customer by using the Platform.

“Minors” means the minority of all males and females below the age of eighteen (18) years old.

“RM” or **“Ringgit Malaysia”** means the lawful currency of Malaysia.

“Seller” means the seller approved by JYH to conduct its business at the Platform and/or to use the Services.

“JYH” means JYH, its subsidiaries, partners, affiliates, directors, employees, officers, counsels, consultants, agents, representatives and/or third parties providing services for and on behalf of JYH.

“JYH's supported freight forwarder” / **“the Forwarder”** means [REDACTED]

Any reference to a date or time is a reference to that date or time in Malaysia.

Time wherever mentioned herein shall be of the essence.