

Terms of Service

1. INTRODUCTION

1.1 Welcome to the Halal Development Corporation Berhad ("HDC"), a company incorporated in Malaysia (Company Registration Number: 1277524-K) manages the internet portal "hip.hdcglobal.com" ("HIP") and the Services ("Services" as hereinafter defined below) offered on HIP, subject to the following Terms and Condition ("Terms"). Please read the following Terms of Service carefully before using this Site or opening a HIP account ("Account") so that you are aware of your legal rights and obligations with respect and its affiliates and subsidiaries (individually and collectively, "HIP", "we", "us" or "our"). The Terms apply to your access and use of HIP and/or the Services. By accessing any page of HIP and/or using the Services, you agree to be bound by the Terms without limitation or qualification. If you do not accept the Terms, please discontinue your access to HIP and/or use of the Services.

1.2 The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by HIP client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by HIP.

The Services include an online platform service that provides a place and opportunity for the sale of goods between the buyer ("Buyer") and the seller ("Seller") (collectively "you", "Users" or "Parties"). The actual contract for sale is directly between User and HIP is not a party to that or any other contract between User and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. HIP is not involved in the transaction between Users. HIP may or may not pre-screen Users or the Content or information provided by Users. HIP reserves the right to remove any Content or information posted by you on the Site in accordance to Section 6.4 herein. HIP cannot ensure that Users will actually complete a transaction.

1.3 Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

1.4 HIP reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. HIP may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. HIP may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.5 HIP reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

BY USING HIP SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO OPEN AN ACCOUNT AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

2. PRIVACY

- 2.1 Your privacy is very important to us at HIP. To better protect your rights, we have provided the HIP.com Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how HIP collects and uses the information associated with your
- 2.2 Account and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you:
- i) consent to HIP 's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy;
 - ii) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and HIP; and
 - iii) shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without HIP's prior written consent.
- 2.3 Users in possession of another User's personal data through the use of the Services (the "Receiving Party") hereby agree that, they will:
- i) comply with all applicable personal data protection laws with respect to any such data;
 - ii) allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and
 - iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

3. LIMITED LICENSE

- 3.1 HIP grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("Intellectual Property") displayed in the Site are the property of HIP and where applicable, third party proprietors identified in the Site. No right or license is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).
- 3.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with HIP. You acknowledge that HIP may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

4. SOFTWARE

Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. HIP reserves all rights to the software not expressly granted by HIP hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by HIP.

5. ACCOUNTS AND SECURITY

- 5.1 Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. If you select a User ID that HIP, in its sole discretion, finds offensive or inappropriate, HIP has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. HIP has not reviewed, and assumes no responsibility for any third-party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.
- 5.2 You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify HIP of any unauthorized use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. HIP will not be liable for any loss or damage arising from unauthorized use of your password or your failure to comply with this Section.
- 5.3 You agree that HIP may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the Site any Content associated with your

Account and User ID, withdraw any subsidies offered to you, cancel any transactions associated with your Account and User ID, temporarily or in more serious cases permanently withhold any sale proceeds or refunds, and/or take any other actions that HIP deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behavior (d) having multiple user accounts, (e) buying products on the Site for the purpose of commercial re-sale, (f) abnormal or excessive purchase of products from the same Seller or related group of Sellers, (g) voucher abuse (including, but not limited to, selling of vouchers to third parties, selling of vouchers or other credits at a significant markup above face value and/or abnormal or excessive use of vouchers on the Site), or (h) behavior that is harmful to other Users, third parties, or the business interests of HIP. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, HIP may terminate your Account immediately with or without notice.

- 5.4 Users may terminate their Account if they notify HIP in writing (including via email at support) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and Users must contact HIP after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. HIP shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by HIP.
5. You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

6. TERM OF USE

- 6.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, HIP may affect such termination with or without notice to you.
- 6.2 You agree not to:
- i) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - ii) violate any laws, including without limitation any laws and regulation in relation to export and import restrictions, third party rights or our Prohibited and Restricted Items policy;
 - iii) upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way;
 - iv) use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
 - v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
 - vi) remove any proprietary notices from the Site;

- vii) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of HIP;
- viii) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- ix) use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- x) open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- xi) access the HIP platform, open a user account, or otherwise access your user account using an emulator, simulator, bot or other similar hardware or software;
- xii) manipulate the price of any item or interfere with other User's listings;
- xiii) take any action that may undermine the feedback or ratings systems;
- xiv) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by HIP with respect to the Services and/or data transmitted, processed or stored by HIP;
- xv) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- xvi) upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- xvii) upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- xviii) upload, email, post, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorized form of solicitation;
- xix) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;
- xx) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;
- xxi) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- xxii) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;

- xxiii) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;
 - xxiv) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;
 - xxv) infringe the rights of HIP, including any intellectual property rights and any passing off of the same thereof;
 - xxvi) use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above; and/or
 - xxvii) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.
- 6.3 You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not HIP, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site. You understand that by using the Site, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. To the maximum extent permitted by applicable law, under no circumstances will HIP be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the Site.
- 6.4 You acknowledge that HIP and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Site without any liability to you. Without limiting the foregoing, HIP and its designees shall have the right to remove any Content:
- i) that violates these Terms of Service or our Prohibited and Restricted Items Policy;
 - ii) if we receive a complaint from another User;
 - iii) if we receive a notice or allegation of intellectual property infringement or other legal instruction or request for removal; or
 - iv) if such Content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by HIP or submitted to HIP, including, without limitation, information in HIP Forums and in all other parts of the Site.
- 6.5 You acknowledge, consent to and agree that HIP may access, preserve and disclose your Account information and Content to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over HIP or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service or our Prohibited and Restricted Items Policy; (c) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of HIP, its Users and/or the public.

7. VIOLATION OF OUR TERMS OF SERVICE

7.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

- i) Listing deletion
- ii) Limits placed on Account privileges
- iii) Account suspension and subsequent termination
- iv) Criminal charges
- v) Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

7.2 If you believe a User on our Site is violating these Terms of Service, please contact hip@hdcglobal.com

8. REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

8.1 As stated above, HIP does not allow listings that violate the intellectual property rights of brands or other intellectual property rights owners ("IPR Owner").

8.2 Except where expressly stated otherwise, the Users are independent individuals or businesses and they are not associated with HIP in any way and HIP is neither the agent nor representative of the Users and does not hold and/or own any of the merchandises listed on the Site.

8.3 If you are an IPR Owner or an agent duly authorized by an IPR Owner ("IPR Agent") and you believe that your right or your principal's right has been infringed, and provide us the documents requested below to support your claim. Do allow us time to process the information provided. HIP will respond to your complaint as soon as practicable.

8.4 Complaints under this Section 8 must be provided in the form prescribed by HIP, which may be updated from time to time, and must include at least the following: (a) a physical or electronic signature of an IPR Owner or IPR Agent (collectively, "Informant"); (b) a description of the type and nature of intellectual property right that is allegedly infringed and proof of rights; (c) a description of the nature of alleged infringement with sufficient details to enable HIP to assess the complaint (d) URL(s) of the listing(s) which contain the alleged infringement; (e) sufficient information to allow HIP to contact the Informant, such as Informant's physical address, telephone number and e-mail address; (f) a statement by Informant that the complaint is filed on good faith belief and that the use of the intellectual property as identified by the Informant is not authorized by the IPR Owner or the law; (g) a statement by the Informant that the information in the notification is accurate, that the Informant will indemnify us for any damages we may suffer as a result of the information provided by the Informant and that the Informant has the appropriate right or is authorized to act on the IPR Owner's behalf in all matters relating to the complaint.

- 8.5 HIP acknowledges a manufacturer's right to enter into certain exclusive distribution agreements or minimum advertised price agreements for its products. However, violations of such agreements do not constitute intellectual property rights infringement. As the enforcement of these agreements is a matter between the manufacturer and the sellers, HIP does not assist in this type of enforcement activity and does not enforce exclusive distribution rights or price-control matters except within the countries that have laws specifically governing selective or exclusive distribution.
- 8.6 Each and every Seller agrees to hold HIP and its Affiliates harmless from all claims, causes of action, damages and judgments arising out of any removal of any Content or product listings pursuant to or in relation to any intellectual property infringement claim.
- 8.7 All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on "hip.hdcglobal.com" and all content (including all applications) located on "hip.hdcglobal.com" shall remain vested in HDC or its licensors. You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit make available to the public or otherwise use the content of the "hip.hdcglobal.com" and/or the Services in any way except for personal and non-commercial use.
- 8.8 The names, images and logos identifying HIP and/or third parties and their products and services are subject to copyright, design rights and trademarks of HIP and/or such third parties. Nothing contained in this Terms or on the "hip.hdcglobal.com" shall be construed as granting any license or right to use any trade mark, design right or copyright of HIP and/or any third party.

9. PURCHASE AND PAYMENT

- 9.1 HIP supports one or more of the following payment methods in each country it operates in:
- i) Credit Card
- Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in.

10. CANCELLATION, RETURN AND REFUND

- 10.1 User may only cancel his/her order prior to the payment of User's Purchase Monies into HIP Account.
- 10.2 User may apply for the return of the purchased item and refund prior to the expiry of HIP Period, if applicable, subject to and in accordance with HIP's Refunds and Return Policy. Please refer to HIP's Refunds and Return Policy for further information.
- 10.3 HIP reserves the right to cancel any transaction on the Site and User agrees that User's sole remedy will be to receive a refund of the User's Purchase Monies paid into HIP Account.
- 10.4 HIP does not monitor the cancellation, return and refund process for offline payment.

11. PAID ADVERTISING

- 11.1 HIP will be launching keyword advertising and/or other advertising services (hereinafter referred to as "Paid Advertising") on its Paid Advertising Site on an ongoing basis. Sellers may purchase the Paid Advertising services. HIP provides the Paid Advertising services in accordance with these Terms of Service and any explanatory materials published on this Site, the Paid Advertising Site or otherwise communicated to Sellers in writing (hereinafter referred to as the "Paid Advertising Rules"). Users who purchase Paid Advertising services agree to be bound by the Paid Advertising Rules. If you are not agreeable to being bound by the Paid Advertising Rules, do not buy any Paid Advertising Services.
- 11.2 In order to purchase Paid Advertising services, you must be an eligible user under the Paid Advertising Rules. At the time when you purchase and pay for the Paid Advertising Services, your Account must not be suspended.
- 11.3 You may purchase Paid Advertising services by purchasing advertising credits on the Paid Advertising Site ("Advertising Credits"), and fees payable for the Paid Advertising services will be deducted from the Advertising Credits on a pay-per-click basis, as determined by HIP. All Advertising Credits will be subject to goods and services tax. Except as otherwise provided in the applicable Paid Advertising Rules, you may not cancel the order and/or request for a refund after you have purchased Advertising Credits and completed the payment process. HIP will provide an electronic invoice for Paid Advertising services purchased on a monthly basis and Sellers are to ensure that a correct and working e-mail address is provided for receiving such invoices. The invoice will contain the name and address provided by you, the amount of Advertising Credits purchased and the remaining balance of your Advertising Credits as at the date of the invoice.
- 11.4 You have the option to purchase the Paid Advertising service at the time you list an item for sale or subsequently. When you purchase the Paid Advertising service, you may 1) manage the Paid Advertising service yourself or 2) authorize HIP to manage the Paid Advertising service for you. In both cases, you may set different budgets, keywords, marketing periods, etc. for each item in accordance with the Paid Advertising Rules. The Paid Advertising service for each item will be activated and will expire on the respective dates set by you or HIP (the "Paid Advertising Period"). You will not be entitled to transfer the remaining Paid Advertising Period or Advertising Credits to other items if an item is sold or unlisted during the Paid Advertising Period you or HIP set (based on your instructions) for that item. The Advertising Credits will also not be refunded.
- 11.5 Where you have authorized HIP to manage the Paid Advertising service for you, you understand and agree to indemnify, defend and hold harmless HIP from and against any and all losses which may be sustained, instituted, made or alleged against or suffered or incurred by HIP and which arises (whether directly or indirectly) out of, in the course of or in connection with HIP accessing your Seller's account and/or executing your instructions, for the purpose of managing the Paid Advertising service on your behalf.
- 11.6 The goods you list on the Site must comply with all relevant laws and regulations, the Paid Advertising Rules, these Terms of Service and the Prohibited and Restricted Items Policy. You understand and agree that HIP has the right to immediately remove any listing which violates any of the foregoing and any Paid Advertising fees that you have paid or Advertising Credits you have used in relation to any listing removed pursuant to this Section 19.6 will not be refunded. HIP will also not be liable to compensate you for any loss whatsoever in relation to listings removed pursuant to this Section 19.6.
- 11.7 You understand and agree that HIP does not warrant or guarantee any increase in viewership or sales of your items as a result of the Paid Advertising services.

- 11.8 You are advised to only purchase Paid Advertising services after fully considering your budget and intended advertising objectives. Except as otherwise provided in these Terms of Service or the Paid Advertising Rules, HIP shall not be liable for any compensation or be subject to any liability (including but not limited to actual expenses and lost profits) for the results or intended results of any Paid Advertising service.
- 11.9 IF, NOTWITHSTANDING ANYTHING IN THESE TERMS OF SERVICE, HIP IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE) IN RELATION TO ANY PAID ADVERTISING SERVICE, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PAID ADVERTISING SERVICE IN QUESTION ONLY.

12. TRANSACTION FEES

- 12.1 HIP charges a fee for all successful transactions completed on the Site ("Transaction Fee"). The Transaction Fee is borne by the Seller, and is calculated at two percent (2%) of the User's Purchase Monies, rounded up to the nearest cent. The Transaction Fee is subject to SST ("Tax Amount"), and the Seller is responsible for such Tax Amount.
- 12.2 For Sellers located outside of Malaysia, HIP charges a fee for all successful transactions completed on the Site ("Cross Border Fee"). The Cross Border Fee is borne by the Seller, and is calculated according to the rates as notified to such Sellers from time to time on the Site.
- 12.3 Following the successful completion of a transaction, HIP shall deduct the Transaction Fee and the Tax Amount, and the Cross Border Fee (as applicable) from the User's Purchase Monies, and remit the balance to the Seller in accordance with Section 11.2. HIP shall issue receipts or tax invoices for the Transaction Fee and Tax Amount paid by Seller on request.

13. DISPUTES

- 13.1 In the event a problem arises in a transaction, the Users agree to communicate with each other first to attempt to resolve such dispute by mutual discussions, which HIP shall use reasonable commercial efforts to facilitate. If the matter cannot be resolved by mutual discussions, Users may approach the claims tribunal of their local jurisdiction to resolve any dispute arising from a transaction.
- 13.2 Each Users covenants and agrees that it will not bring suit or otherwise assert any claim against HIP or its Affiliates (except where HIP or its Affiliates is the User of the product that the claim relates to) in relation to any transaction made on the Site or any dispute related to such transaction.
- 13.3 Users covered under HIP may send written request to HIP to assist them in resolving issues which may arise from a transaction upon request. HIP may, at its sole discretion and with absolutely no liability to User, take all necessary steps to assist Users resolving their dispute. For more information, please refer to HIP's Refunds and Return Policy.

14. FEEDBACK

14.1 HIP welcomes information and feedback from our Users which will enable HIP to improve the quality of service provided. Please refer to our feedback procedure below for further information:

- i) Feedback may be made in writing through email to or using the feedback form found on the App.
- ii) Anonymous feedback will not be accepted.
- iii) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.
- iv) Vague and defamatory feedback will not be entertained.

15. DISCLAIMERS

15.1 THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY HIP OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HIP DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

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

15.3 HIP HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR: (A) THE FITNESS FOR PURPOSE, EXISTENCE, QUALITY, SAFETY OR LEGALITY OF ITEMS AVAILABLE VIA THE SERVICES; OR TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELEASE HIP AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

15.4 To the greatest extent permitted by applicable law and your local laws, HIP shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect, special, incidental or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the HIP Website and/or the Services, any information contained on the HIP Website and/or the Services, you or your company's personal information, material, information or submissions transmitted through the HIP Website, even if you advise HIP of the possibility of such damages, losses or expenses.

15.5 To the greatest extent permitted by applicable law and your local laws, HIP shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect, special, incidental or consequential), personal injury or expense of any nature whatsoever, whether caused by the negligence of HIP, its employees or otherwise arising in connection with the HIP Website and/or the Services, even if you advise HIP of the possibility of such damages, losses or expenses.

16. EXCLUSIONS AND LIMITATIONS OF LIABILITY

16.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HIP BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR:

- i) (A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR
- ii) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF HIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND/OR DISCONTINUE ANY USE OF THE SERVICES.

16.3 IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, HIP IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF: (A) ANY AMOUNTS DUE AND PAYABLE TO YOU PURSUANT TO THE HIP.

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

17. LINKS TO THIRD PARTY SITES AND SHARING VIDEOS FROM YOUTUBE

17.1 Third party links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of HIP in any manner whatsoever and you therefore access them at your own risk. HIP is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. HIP is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by HIP of any linked site and/or any of its content therein.

- 17.2 HIP allows you to share videos from YouTube on the HIP Livestream feature ("YouTube Content"). By sharing YouTube Content, you hereby agree to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>).

18. YOUR CONTRIBUTIONS TO THE SERVICES

- 18.1 By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to HIP. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any Content contribution. You hereby grant HIP and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.
- 18.2 Any Content, material, information or idea you post on or through the Services, or otherwise transmit to HIP by any means (each, a "Submission"), is not considered confidential by HIP and may be disseminated or used by HIP without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By making a Submission to HIP, you acknowledge and agree that HIP and/or other third parties may independently develop software, applications, interfaces, products and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant HIP and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the items identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our privacy policy except to the extent that you make such personal information publicly available on or through the Services.

19. THIRD PARTY CONTRIBUTIONS TO THE SERVICES AND EXTERNAL LINKS

- 19.1 Each contributor to the Services of data, text, images, sounds, video, software and other Content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their Content contribution. As such, HIP is not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of Content. You will not hold HIP responsible for any User's actions or inactions, including, without limitation, things they post or otherwise make available via the Services.
- 19.2 In addition, the Services may contain links to third party products, websites, services and offers. These third-party links, products, websites and services are not owned or controlled by HIP. Rather, they are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. HIP has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. By using the Services, you agree that HIP shall not be liable in any manner due to your use of, or inability to use, any website or widget. You further acknowledge and agree that HIP may

disable your use of, or remove, any third-party links, or applications on the Services to the extent they violate these Terms of Service.

20. NO WARRANTIES

- 20.1 The information and materials contained in “hip.hdcglobal.com”, including text, graphics, links or other items are provided “as is” and “as available”. To the greatest extent permitted by applicable law and your local laws, HIP makes no warranties, representations, statements or guarantees, whether express or implied regarding “hip.hdcglobal.com” and/or the Services, the information contained on “hip.hdcglobal.com” and/or the Services, the security of you or your company’s personal information, material, information and/or submissions transmitted through “hip.hdcglobal.com”.
- 20.2 To the greatest extent permitted by applicable law and your local laws, HIP makes no warranty or representation that the information provided on “hip.hdcglobal.com” and/or the Services is appropriate for use in any jurisdiction. By accessing “hip.hdcglobal.com” and/or using the Services, you warrant and represent that you are legally entitled to do so and to make use of the information contained on “hip.hdcglobal.com” and/or the Services.
- 20.3 To the greatest extent permitted by applicable law and your local laws, HIP does not warrant or represent that the information contained on “hip.hdcglobal.com” and/or the Services is accurate, complete, correctly sequenced, reliable or timely or that “hip.hdcglobal.com” and/or the Services will be uninterrupted or free of errors and/or viruses. Use of “hip.hdcglobal.com” and/or the Services is at your sole risk. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

21 FRAUDULENT OR SUSPICIOUS ACTIVITY

If HIP, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect HIP, other Buyers or Sellers, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- i) We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;
- ii) We may suspend your eligibility for HIP;
- iii) We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts and directed to HIP;
- iv) We may refuse to provide the Services to you now and in the future;
- v) We may hold your funds for a period of time reasonably needed to protect against the risk of liability to HIP or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

For the purposes of this Section:

"Chargeback" means a request that a Buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

"Claim" means a challenge to a payment that a Buyer or Seller files directly with HIP.

"Reversal" means the reversal of a payment by HIP because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by HIP, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated these Terms of Service or any other HIP policy, or (e) HIP decided a Claim against you.

22. INDEMNITY

You agree to indemnify, defend and hold harmless HIP, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction (except where HIP or its Affiliates is the Seller in the transaction that the dispute relates to), (b) the HIP, (c) the hosting, operation, management and/or administration of the Services by or on behalf of HIP, (d) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (e) your use or misuse of the Services, (f) your breach of any law or any rights of a third party, or (g) any Content uploaded by you.

23. SEVERABILITY

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

24. GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, to the extent applicable, are expressly disclaimed. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arise out of or relating to these Terms of Service against or relating to HIP or any Indemnified Party under these Terms of Service shall be referred to and finally resolved by arbitration for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be English.

25. GENERAL PROVISIONS

- 25.1 HIP reserves all rights not expressly granted herein.
- 25.2 HIP may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.
- 25.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.
- 25.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and HIP, nor does it authorize you to incur any costs or liabilities on HIP's behalf.
- 25.5 The failure of HIP at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.
- 25.6 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for HIP 's affiliates and subsidiaries (and each of HIP 's and its affiliates and subsidiaries' respective successors and assigns).
- 25.7 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.
- 25.8 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.
- 25.9 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at: hip@hdcglobal.com

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE "SIGN UP" OR "CONNECT WITH FACEBOOK" BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.