

# UU2 Platform Terms of Service

## 1. INTRODUCTION

1.1 Welcome onboard to UU2 platform (the "Site"). Please read this following Terms of Service carefully before using this Site or opening a UU2 account ("Account") so that you are made aware of your legal rights and obligations with respect to UU2 Sdn. Bhd. (Company Registration No. 202101021573 (1421873-M) and its affiliates and/or subsidiaries (individually and collectively, referred to as "UU2", "we", "us" or "our"). These Terms of Service govern your use of Services provided by UU2. The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by UU2 client software(s) 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 subsequently added to or augmenting the Services are also subject to these Terms of Service. UU2 hereby grants you a non-exclusive, non-transferable, and revocable right to use the UU2 Platform as set forth in these Terms provided that you, in turn, comply with the Terms too.

### 1.2 Definition of terms

Please note that the following definitions apply on these terms in this document thenceforth:

<b>"Consumer"</b>	Means the customer that is browsing the E-Commerce Platform or the customer that ordered or purchased any of the Merchant Product in the E-Commerce Platform.
<b>"Contract"</b>	Means the contract formed when Merchant accepted the order placed by consumer on the Platform for the purchase of Goods sold by Merchant;
<b>"Content"</b>	Content is User uploaded material to the platform. It includes, but not limited to, any text, sound, sound sequences, music, text, still pictures, photos, moving pictures, videos, software programs, codes or other audio-visual representation or audio-visual combination, or the tactile representation or any combination of the preceding which you may view from the UU2 Platform, or upload to the UU2 Platform and which is capable of being created, manipulated, stored, retrieved or communicated electronically. Content includes, but is not limited to, Livestream Content, PGC, UGC, and comments, reviews and other user interactions posted to Livestream Content, PGC and UGC.
<b>"Changes"</b>	Means any amendment, revision, update or modification by UU2 on these Terms, which can be done at any time. Changes will be effective when posted on the UU2 Platform with no other notices provided and you are deemed to have agreed to the Changes upon their publication on the Platform. You must periodically review the most up-to-date Terms at <a href="https://www.UU2.com.my/terms-of-use/">https://www.UU2.com.my/terms-of-use/</a> and the Merchant Center
<b>"Livestream Content"</b>	Means the streaming of live Content through the Internet to the UU2 Platform using UU2's livestreaming tools and may be accessed by any UU2 User. UU2's livestreaming tools comprise of a system which allows real-time streaming of video and audio content from UU2 approved accounts to the

	Livestreaming section of the UU2 Platform, which content may be viewed by all registered UU2 users and/or anyone who visits the UU2 Platform.
<b>“PGC”</b>	Means Content that is generated by any third party commissioned or hired by UU2 to generate such Content. “Presenter” means any person who appears or features in Live Stream Content. Presenters include persons who host Live Stream Content or otherwise present a segment of a Live Stream Content. “Prohibited Content” means any content: (a) in breach of any law or regulation, or any guidelines or other instrument issued by any government or regulatory authority; (b) content in breach of the Communications and Multimedia Content Code at <a href="https://www.mcmc.gov.my/skmmgovmy/files/attachments/ContentCode.pdf">https://www.mcmc.gov.my/skmmgovmy/files/attachments/ContentCode.pdf</a> ; (c) falls under any of the descriptions and/or classifications listed under Annex 1 to these Terms; (d) prohibited content as set out in clause 6 (or anywhere in these Terms); OR (e) deemed by UU2 in its absolute discretion, to be unsuitable to be on the UU2 Platform.
<b>"Goods"</b>	Means the goods made available for sale on the Platform, including any instalment of the goods or any parts for them;
<b>“Alcohol”</b>	Means consume-able alcoholic products on the Site is permitted by UU2 subject to the terms and conditions of this Section 22
<b>“Alcohol Consumer”</b>	Means a Consumer of Alcohol.
<b>“Alcohol Merchant”</b>	Means licensed and approved Merchant of Alcohol in accordance to applicable laws
<b>“UU2”</b>	Means UU2 Sdn. Bhd. (Company No.: (1421873-M), a company incorporated in Malaysia and having its registered address at 2A, Jalan 13/2, Seksyen 13, 46200 Petaling Jaya, Selangor.
<b>“UU2 Terms and Conditions”</b>	Means these Terms and Conditions of Sale and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services;
<b>“Platform”, “UU2 Platform”</b>	Means the UU2.com.my website and/or the UU2 mobile app;
<b>“UU2 Content Service”</b>	Means viewing, accessing, or uploading any Content to the UU2 Platform.
<b>“Merchant”</b>	Means the Merchant, is a sole proprietor, enterprise, company, or individual that is desirous to market and sell its or their goods and/or services on the said E-Commerce Platform.
<b>“Merchant Centre”</b>	Means the online support platform available to UU2 Merchants which can be accessed by logging into the portal at either <a href="https://Merchantcenter.UU2.com.my/">https://Merchantcenter.UU2.com.my/</a> website or the UU2 Merchant Centre mobile app.
<b>“Order”</b>	Means the Order(s) confirmed by the Consumer regarding the Merchant’s Products which include Team Purchase, Group Deal and/or Flash Deal.

<b>“Payment”</b>	Means the payment(s) made by the Consumer regarding the Merchant’s Products.
<b>“Disclosing Party”</b>	Means User whose personal data the Receiving Party has collected
<b>“Receiving Party”</b>	Means Users in possession of another User’s personal data through the use of the Services
<b>“Services”</b>	Means the use of any services, information and functions made available by UU2 at the Platform. Any reference made to the UU2 Platform in these Terms, shall include the Services or any part of it, unless otherwise expressly stated.
<b>“Paid Advertising”</b>	Means keyword advertising and/or other advertising services
<b>“Paid Advertising Rules”</b>	Means any explanatory materials published on this Site, the Paid Advertising Site or otherwise communicated to Merchants in writing
<b>“Advertising Credits”</b>	Means advertising credits that is purchase-able by Merchants on the Paid Advertising Site
<b>“Intellectual Property”</b>	Means all proprietary Content, trademarks, service marks, brand names, logos and other intellectual properties// whether registered or unregistered, which includes any PGC or information content on the UU2 Platform and all the website design, trademarks, logos, text, graphics, software, photos, videos, music, sounds, and their selection and arrangement, and all software compilations, underlying source code and software
<b>“IPR Owner”</b>	Means intellectual property rights owners
<b>“Shipping Fee”</b>	Means the fee payable to the delivery company for delivery services
<b>“Terms”</b>	Means these terms and conditions. The Terms shall be read together with and shall incorporate all definitions within UU2’s Terms of Use at <a href="https://www.UU2.com.my/terms-of-use/">https://www.UU2.com.my/terms-of-use/</a> , which serve as an agreement between you and us for the use of the UU2 Platform and the Services. Where there is a conflict between these Terms and UU2’s Terms of Use, these Terms shall prevail.
<b>“Third Party Vendor”</b>	Means a Merchant which, with UU2’s permission, uses the Platform and/or Services to sell Goods to the Consumers, and excludes UU2.
<b>“UGC”</b>	Means Content generated by either a Consumer or a Merchant and is uploaded or viewed on the UU2 Platform.
<b>“User”</b>	Means anyone who accesses the UU2 Platform or is a registered user of the UU2 Platform, including any Merchant. Except where expressly stated otherwise, the Users are independent individuals or businesses and they are not associated with UU2 in any way and UU2 is neither the agent nor representative of the Users and does not hold or own any of the merchandises listed on the Site.
<b>“User ID”</b>	a unique user identification to be chosen by user to be his or her identification on UU2 Platform

- 1.3 UU2 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. UU2 may release certain Services or their features in a trial (beta) version, which may not work correctly or in the same way the final version may work, and UU2 shall not be held liable for

consequences in any such instances /upgrade, modification, suspension, discontinuation or removal prevents you from accessing the UU2 Platform or the Services. UU2 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 to the consequences.

- 1.4 The Services UU2 provides include an online platform service that provides a place and opportunity for the exchange of goods and services between the Consumer and the Merchant (collectively “you”, “Users” or “Parties”). The actual contract for exchange of risk and rewards of goods or services for monetary means is directly between Consumer and Merchant and UU2 is not a party and is not involved to that or any other contract between Consumer and Merchant and accepts no obligations in connection with any such contract formed. Parties to such transaction will be entirely responsible for the sales contract between them, including but not limited to, the listing of goods, disclosure of make materials, warranty of purchase and the like, including authenticity of items sold as prescribed by the listing information UU2 may or may not pre-screen Users or the Content or information provided by Users. UU2 reserves the right to remove any Content(s) or information posted by you on the Site in accordance to Section 6.4 herein. UU2 cannot ensure that any Users will actually complete a transaction.
- 1.5 You may need to create an account to use some of the features of UU2 services. UU2 reserves the right to refuse to provide you access to the User only portion of the Site or Services or to allow you to open an Account for any reason(s). By applying for an account, UU2 grant you a non-transferable and revocable license to use the said functions by your action of registering for an account, subject to these Terms of Use, for the purpose of shopping for personal items sold on the Platform. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms of Use shall result in the immediate revocation of the license granted herein without notice to you.

THESE TERMS APPLY TO ALL USERS, INCLUDING USERS WHO ACCESS, UPLOAD OR VIEW LIVESTREAM CONTENT, UGC AND PGC. BY USING UU2 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.

YOU ARE HEREBY OBLIGED TO READ THIS TERMS BEFORE USING OUR SERVICE IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE.

**IF YOU ARE A MINOR 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 STATEMENT

- 2.1 Your privacy is very important to us at UU2. To better protect your rights, we have provided the **UU2.com Privacy Policy** document to explain our privacy practices in detail. Please go through and review the Privacy Policy document to understand how UU2 collects and uses the information associated with your 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 UU2'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 UU2; 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 UU2's prior written consent.
- 2.2 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 Disclosing Party to remove his or her data so collected from the Receiving Party's database if he or she wishes for removal;
  - (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 UU2 grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. Intellectual Properties displayed in the Site are the property of UU2 and where applicable, third-party proprietors identified in the Site. No right or licence is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property without explicit written consent from UU2, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the platform and 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, including the layouts and graphics, 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 Any Users are welcome to share and/or display link(s) of UU2 platform on your website, blogs and/or social media platforms by means of contents and/or postings, provided that your website/blog/ social media posts do not imply any endorsement by or association with UU2 itself. Any endorsement by Merchants who are on UU2 platform is at sole discretion of yourself and the Merchant and UU2 is not a party to that or any other contract between yourself as an endorser/ to be endorsed and the involved Merchant and UU2 accepts no

obligations in connection with any such contract. You acknowledge that UU2 may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

## 4. SOFTWARE

- 4.1 Any software provided by us, including the downloadable UU2 Mobile App to you as part of the Services is subject to the provisions of these Terms of Service. UU2 reserves all rights to the software not expressly granted by UU2 thenceforth. Any third-party scripts or code, linked to or referenced from the Services, if any, are licensed to you by the third parties that own such scripts or code, not by UU2.

## 5. ACCOUNTS AND SECURITY

- 5.1 Some functions of our Services require registration for an Account, which can be done so by selecting the option of creating user account, selecting a User ID and password, and by providing certain personal information.
- 5.2 By creating a User ID, UU2, at our sole discretion has the right to suspend or terminate your Account., if we finds the ID offensive or inappropriate or in contravention with local applicable laws. 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 with or collaborated for User access. UU2 has not reviewed, and assumes no responsibility for any third-party content, functionality, security, safety including cyber safety, 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 those terms are different from UU2's Terms of Service and/or our Privacy Policy, these third-party content's term may also apply to your use of those products, websites or services.
- 5.3 After creating an account, you hereby agree to (a) keep your password confidential and use only your own 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 UU2 of any unauthorised 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 any activities that occurs with your User ID and Account even if such activities or uses were not committed by you. UU2 will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section. You are also liable for the consequences of accuracy Account Information inputted therein and UU2 will not be liable for any loss or damage arising from your failure to do so.
- 5.4 As UU2 site user, you agree that UU2 may for any reason, in its sole discretion and with or without notice or bearing liability to you or any third party, immediately suspend, freeze or 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 UU2 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 behaviour (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 Merchant or related group

of Merchants, (g) applicable voucher/ cashback scheme/ reward scheme abuse (including, but not limited to, selling of vouchers or rewards program outcome 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) behaviour that is harmful to other Users, third parties, or the business interests of UU2. 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, UU2 may freeze or terminate your Account immediately with or without notice.

- 5.5 Users may terminate their Account if they notify UU2 in writing 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, shipment of returned goods or the like, and Users must contact UU2 after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. UU2 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 UU2.
- 5.6 You may only use the Services and/or open an Account if you are located in any of our approved countries, which would be updated from time to time.

## 6. TERM OF USE

- 6.1 The license for use of this Site and the Services is effective until termination of your account or in the unlikely cessation of the Platform. 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, UU2 may effect such termination with or without notice to you.
- 6.2 You agree not to:
- a) Adhere to UU2's prohibition on upload, post, transmit or otherwise make available any Content on the Site that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, Content featuring an unsupervised minor without permission of their legal guardian, or racially, ethnically, religiously or otherwise objectionable, of which is further elaborated in Clause 7.9 of this Terms;
  - b) 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](#);
  - c) Use the Services to harm or expose minors in any way;
  - d) Use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
  - e) Forge the Site headers or otherwise manipulate Site identifiers in order to disguise the origin or source of any Content transmitted through the Services;
  - f) Remove any proprietary notices from the Site;
  - g) Cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the written permission of UU2;
  - h) Use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
  - i) Use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;

- j) Impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any UGC or product or service upload, post, transmit, distribute or otherwise make available from the UU2 Platform.
- k) Intimidate, abuse, annoy or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age or sell sexual services or offers in similar nature;
- l) Use or attempt to use another's account, service or system without authorisation, or create a false identity on the UU2 platform;
- m) Use the UU2 platform in a manner that may undermine the purposes of the UU2 platform, such as trading reviews with other users or writing or soliciting fake reviews;
- n) Open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- o) Access the UU2 platform, open a user account, or otherwise access your user account using an emulator, simulator, bot or other similar hardware or software;
- p) Manipulate the price of any item or interfere with other User's listings;
- q) Take any action that may undermine the feedback or ratings systems;
- r) Download or record any Content unless you see a "download" button or hyperlink to download the Content displayed by UU2 on the UU2 Platform; attempt or make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, hack, to defeat or overcome any encryption technology or security measures implemented by UU2 with respect to the Services and/or data transmitted, processed or stored by UU2, decompile or create any derivative works of the UU2 Platform or any Content, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works;
- s) Harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- t) 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);
- u) 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;
- v) Upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, junk mail, "scam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;
- w) 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;
- x) 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;
- y) 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;



- z) 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;
- aa) 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;
- bb) Use the Services in violation of or to circumvent any sanctions or embargo administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or Her Majesty's Treasury (U.K.) or any other international bodies of governance;
- cc) Use the Services to violate the privacy of others or "to stalk" or otherwise harass another;
- dd) Infringe the rights of UU2, including any intellectual property rights and any passing off of the same thereof;
- ee) 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
- ff) 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.
- gg) Direct or encourage another user to conduct a transaction other than on the Site.
- hh) Misrepresent self as a representative of UU2 and solicit others to transact or to work on pretext of UU2 employment.
- ii) Use or launch any automated system, software and/or hardware, including without limitation, bot(s), robot(s), spiders, script(s), emulator(s), simulator(s) and/or anything similar to access or use any Content, Services or the UU2 Platform, and/or upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You also cannot use any automated system or software which may overwhelm the servers of the UU2 Platform or UU2 Content Service in any way, including, but not limited to causing a Distributed Denial-of-Service Attack; and/or perform web scraping or data scraping on the UU2 Platform or UU2 Content Service.
- jj) "Doxing" other Users on the UU2 Platform, including revealing their personal information.
- kk) Promote products and/or services sold on websites or platforms other than on UU2;
- ll) Permit or engage in any fraudulent behaviour against Users, UU2 or third parties, including using bots or technology to increase views, followers or sales or manipulate or falsify data;
- mm) Promote or facilitate the sale of counterfeit goods or goods infringing any intellectual property rights; and
- nn) Upload, share or distribute Content which may affect other Users' use of the UU2 Platform, UU2 Content Service, or the goodwill or reputation of UU2.

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, hence it is the content creator and not UU2, are entirely responsible for all Content that is uploaded, posted, emailed, transmitted or otherwise made available through the Site. You understand that by using the Site, you may also be exposed to Content that you may consider to be offensive, indecent or objectionable, whether by common standard or by your personal standard. To the maximum extent permitted by applicable law, under no circumstances will UU2 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 UU2 shall have the right but not the obligation in their sole discretion to pre-screen, refuse, delete, stop, suspend, edit, 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, UU2 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 UU2 or submitted to UU2, including, without limitation, information in UU2 Forums and in all other parts of the Site.
- 6.5 You acknowledge, consent to and agree that UU2 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 UU2 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; (e) protect the rights, property or personal safety of UU2, its Users and/or the public.

## **7. USER GENERATED CONTENT INCLUDING LIVESTREAMING**

- 7.1 Users can upload UGC to the Platform in the form of:
- a) Product and/or service listing (by Merchants)
  - b) General comments on the UU2 Platform;
  - c) Product reviews;
  - d) Product recommendations;
  - e) 'Before & After' effects of products;
  - f) Unboxing videos;
  - g) How to use products guides; and/or;
  - h) Any other type of Content that we may, from time to time deem fit to allow in our sole and ultimate discretion and without any notice. UGC will be published on the UU2 Platform and will be available to any Users and/or anyone who accesses the UU2 Platform;
  - i) Livestreaming content.
- 7.2 Users may upload UGC by using any of the provided upload functions on the UU2 Platform. User UGC will appear in designated areas of the UU2 Platform accordingly.
- 7.3 You acknowledge and understand that we only provide a platform for Users to upload Content. We do not monitor, review, screen, endorse, edit, curate, check or verify the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions

associated with any Content uploaded to the UU2 Platform. You agree that you access the Content at your own risk and that any decision you make to view, or access the Content or any product or service you sell or purchase as a result of viewing, or accessing the Content is entirely between you and the Content provider. You are solely responsible and shall be liable for all Content you upload or otherwise make available on the UU2 Platform and consequences of viewing any Content. You will not hold UU2 responsible for any User's actions or inactions, including, without limitation, things other Users upload or otherwise make available via the Services.

- 7.4 The UU2 Platform may contain links to third party websites that we do not own or control. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, we will not and cannot censor or edit the contents of any third-party site. By using the UU2 Platform, you expressly relieve us from any and all liability arising from your use of any third-party website.
- 7.5 We reserve the right to decide which Users will be permitted to access any of the features offered by the UU2 Platform (including viewing the Content contained in the UU2 Platform or uploading the Content into the UU2 Platform). You are prohibited from using another person's account without authorisation. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You may be liable for the losses or damages we or other third parties suffer due to any unauthorized use of your account.
- 7.6 You further acknowledge and agree that you are solely responsible for anything you upload to the platform 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 will comply with all applicable laws, regulations, policies or guidelines and obtain all regulatory clearances necessary (eg any applicable permits or approvals you may require to display advertisements of products) prior to uploading any Content to the UU2 Platform.

**7.7 For the UGC you upload to UU2 platform, you:**

- (a) affirm, represent, and warrant that you own and/or have the necessary licenses, rights, consents, and permissions to publish any Content you upload to the platform; and, except for the Livestream Content, you license to us all relevant patents, trademarks, trade secrets, copyright or other proprietary rights in and to such Content for publication on the UU2 Platform pursuant to these Terms;
- (b) By uploading Content to the Platform, you represent and warrant that you have all own the necessary rights, including the copyright and/or permissions to grant the licenses below to UU2 in relation to the Content. If the Content contains third party copyrighted material which you do not own, please obtain the copyright owner's permission prior to uploading, sharing or distributing the Content to the UU2 Platform.
- (c) When you upload Content into the UU2 Platform, you permit us to disclose your identity (including all details you have shared with us when you open your account on the UU2 Platform) to other third parties.
- (d) UGC is not considered confidential by UU2 and may be disseminated or used by UU2 without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By making a UGC, you acknowledge and agree that UU2 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. 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.

- (e) Except for the Livestream Content, you retain all of your ownership rights in your Content. However, by using the UU2 Platform, you grant to UU2 a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicense-able and transferable license to use, copy, reproduce, distribute, transmit, prepare derivative works of, display, to modify your Content (including splicing, cropping or otherwise editing your Content) and/or perform (including public performance) the Content in connection with the Service and our (and our parent company's successors' and affiliates') business, to use, keep, recreate, duplicate, share, display or prepare derivative works of your Content (modified or otherwise), including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels 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.
- (f) UU2 retains ownership rights to all Livestream Content uploaded to the UU2 Platform. This means UU2 will own Livestream Content you create and we will be able to use your Livestream Content (including deleting the Livestream Content, using, reproducing, distributing, preparing derivative works of, displaying, performing the Content, promoting and/or monetising the Livestream Content) in any way without consulting you.
- (g) By Livestreaming on UU2 Platform, you assign, grant and deliver exclusively to UU2 all rights, titles and interests of every kind and nature whatsoever in and to the Livestream Content, including but limited to graphical/ video edit/ text amendments and all copies and versions, including all rights related to and necessary for licensing and merchandising, including rights of privacy and publicity. You agree to execute and deliver to UU2, if necessary, all relevant instruments and documents as UU2 from time to time reasonably may request for the purpose of establishing, evidencing, enforcing, or defending its complete, exclusive, perpetual, and worldwide ownership of all rights, titles, and interests of every kind and nature whatsoever, in and to the Livestream Content.
- (h) By uploading UGC you hereby grant each User of the UU2 Platform a non-exclusive licence to access your Content through the UU2 Platform, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the UU2 Platform and under these Terms.
- (i) The above licenses granted by you are perpetual and irrevocable.
- (j) You further agree that the Content you upload on the UU2 Platform will not contain third party copyrighted material, or material that is subject to other third-party intellectual property or other proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant to us all of the license rights granted in these Terms.
- (k) UU2 does not in any manner whatsoever endorse any Content uploaded to the Platform or in using the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any Content.

#### 7.8 Takedown procedures for uploaded UGC:

- (a) If you believe that your copyright-protected work or trade mark was posted on the UU2 Platform or otherwise hosted by UU2, without permission or authorisation, you may submit a copyright infringement notification or trade mark infringement notification to [legal@UU2.com.my](mailto:legal@UU2.com.my) together with the following required documentation:
  - i. Details of the Content on the UU2 Platform which you claim has infringed your copyright or trade mark, including the link to said Content and preferably a screenshot;
  - ii. Details of the copyrighted work or trade mark you claim has been infringed;

- iii. Any evidence you may have on your ownership of the copyright or trade mark (for example, a copyright voluntary notification submitted to the Intellectual Property Corporation of Malaysia or a trade mark registration certificate issued by the Intellectual Property Corporation of Malaysia);
- iv. Proof that you are authorised to act on behalf of the copyright or trade mark owner (if applicable).
- v. UU2 reserves the right to request for any additional information or documents in relation to your copyright or trade mark infringement notification. UU2 may also contact the Users and provide the Users with an opportunity to address any copyright or trade mark infringement claim.

UU2 reserves the right to request for any additional information or documents in relation to your copyright or trade mark infringement notification. UU2 may also contact the Users and provide the Users with an opportunity to address any copyright or trade mark infringement claim.

- (b) Users who seek to address any infringement claims made against their Content must submit:
  - i. The grounds on which the User objects to the copyright or trade mark infringement claim;
  - ii. Any proof the User may have of his ownership of the copyright or trade mark in question (for example, a copyright voluntary notification submitted to the Intellectual Property Corporation of Malaysia or a trademark registration certificate with the Intellectual Property Corporation Malaysia);
  - iii. Proof that the User is authorised to act on behalf of the copyright owner or trade mark owner (if applicable).
  - iv. UU2 reserves the right to request for any additional information or documents in relation to the User's dispute of the trade mark infringement notification.
- (c) The copyright claimant may file an action seeking a court order to keep the content taken down. Please note that we will forward the entire counter notice to the copyright claimant, including any personal information you provide, and the counter notice may be made public. The claimant may use this information in any action or proceedings initiated or may be initiated against you.
- (d) UU2 is not in a position to resolve or mediate any trade mark disputes. You are strongly advised to resolve any trade mark disputes directly with the Users. UU2 can only review and remove Contents uploaded using the UU2 Platform in clear cases of trade mark infringement. UU2 may also contact the Users and provide the Users with an opportunity to address any infringement claims.
- (e) The decision to re-post any Content is at UU2's sole discretion.

7.9 UU2 has a very strict policies against UGC that contains Prohibited Contents as prescribed below.

- (a) You agree not to upload or otherwise make available any Prohibited Contents on UU2.
- (b) **The Prohibited Contents of UGC include, but not limited to the following list in compliance to the local laws and customs:**
  - i. No offensive content(s), such as defamatory content, content involving violence, cruelty, torture, bullying, nudity, sex, sexual deviancy, pornography, sexual

- degradation, solicitation of prostitution, offensive language(s), crude references or hate speech; or content which is indecent, obscene, false or offensive in character, regardless of whether there is malice or intention to annoy, abuse, threaten or harass any persons/ individual(s).
- ii. No content unsuitable for users aged 18 and below.
  - iii. No content promoting and inciting terrorism or terror-related activities including recruitment for terror-related organisations.
  - iv. No content involving references to physical, mental or sensory disability.
  - v. No content which encourages the public to engage in or promote unlawful acts, violence, selling or consuming narcotics, psychotropics or other addictive substances.
  - vi. No inflammatory, subversive or seditious content, such as content which incites or promotes conflict against the country or any state, its constitution, government or laws; or incites or promotes conflict between groups, ethnicities, races, religions or genders, or degrade religious or cultural beliefs.
  - vii. No content involving gambling, such as games, lotteries, horse-racing, sports betting, astrology, geomancy, palm reading or any other type of fortune-telling device.
  - viii. No content involving minors without the written consent of such minor's parent or legal guardian.
  - ix. No content relating to/ promoting elements prohibited under applicable laws.
  - x. No content which infringes intellectual property rights or causes confusion on the relationship with other organisations or individuals.
  - xi. No content involving the impersonation of organisation(s) or individual(s) without such organisation's or individual's written consent.
  - xii. No content violating data protection laws and intellectual property laws.
  - xiii. No content which is misleading, false or deceptive (for example, content which is misleading as to the price of the product sold and content which makes false claims that the goods are limited or will come with free gifts).
  - xiv. No content which contains words like, or are similar to, "best", "the best", "number one", "proven", "top-grade" unless these are permitted under applicable laws, regulations, policies or guidelines.
  - xv. No content which directly compare the prices, quality and efficiency of your products against other products unless permitted under applicable laws, regulations, policies or guidelines (for Merchants).
- (c) If your UGC involves the use of any action, where it carries even a slight risk of injury or damage whether to property or person or animal, you must ensure the words "Do Not Attempt" or words of similar meaning are prominently featured on the Content.
  - (d) We do not permit copyright infringing activities and infringement of intellectual property rights on the UU2 Platform, and we will remove any UGC if properly notified that such Content infringes on another's intellectual property rights, in accordance with applicable laws on intellectual property rights.
  - (e) We reserve the right to remove any Content without prior notice to you or without providing any reason for such removal.
  - (f) You agree that UU2 shall not be liable in any manner whatsoever for any losses or damage suffered in any way as result of UU2's exercise of its discretion to remove Content.

7.10 UU2 has specific conditions for Streamed Content:

- (g) Only Presenters (including Merchants who want to present in person while live streaming) may appear or otherwise feature in your Live Streamed Content. An application must be made by the Presenter through the Merchant Center, or as specified from time to time by us, and acceptance is at our sole and absolute discretion.
- (b) Presenters must meet the conditions we provide when applying for the position of Presenter, which may be contained in the Merchant Center, or as dictated by UU2 in its sole and ultimate discretion from time to time.
- (c) We may revise these conditions from time to time. Presenter applications shall be governed by the conditions in force at the time of application, regardless of whether such Presenter applications are new or re-applications.
- (d) Merchants shall at all times ensure Presenters comply with these terms and conditions or other policies as contained in the Merchant Center and/or UU2's Terms of Use as we may release. Merchants must not incite, promote or condone breaches of such terms by Presenters.
- (e) If we have determined that a Presenter has failed to comply with these terms and conditions or any of our policies, or for any other reasons deemed necessary by UU2, the Merchant must immediately comply with our instructions, including immediately terminating or removing the Live Streamed Content, taking down all saved Live Streamed Content and publicly inform other users on the UU2 Platform of the Presenter's failure to comply. UU2 also reserves the right to immediately terminate any Live Streamed Content at any time in its ultimate discretion, without giving any reasons.
- (f) The Merchant will be liable for the acts, defaults and neglects of the Presenters, employees or agents of the Presenters as if they were the acts, defaults or neglects of the Merchant, and will remain at all times principally responsible to us for its obligations under these terms and conditions.
- (g) UU2 reserves the absolute discretion to revoke or terminate the status of a Presenter and the right to appoint or determine a Presenter.
- (h) The Merchant must also ensure users who participate in Live Streamed Content interactions comply with any and all terms or policies that we may release, including but not limited to any terms or policies that are contained in these Terms, the UU2 Terms of Use and/or Merchant Center. Merchants must not incite, promote or condone breaches of such policies by such users.
- (i) Merchants shall ensure Presenters are neatly dressed during the live-stream, and that they avoid wearing inappropriate clothing (such as clothes which are vulgar or obscene, degrade religious or cultural traditions, or feature offensive language). The overall dress should be clean, tidy and professional, with specific requirements as follows:
  - i. Presenters shall not wear clothes which reveal sensitive areas of the body, including shall not wear only undergarments;
  - ii. Presenters shall not wear the uniform or dress of government bodies, armed forces or any other organisation.
  - iii. Presenters shall not wear anything that we may, from time to time, decide in our sole and ultimate discretion as being inappropriate.
- (j) Only feature audio-visual content including songs and videos permitted under applicable laws, regulations, policies or guidelines, including the following:
  - i. Laws on personal data protection;
  - ii. Laws on intellectual property protection;
  - iii. The licensing regime under the communications and multimedia act 1998 and its subsidiary legislation;

- iv. Laws on film censorship;
- v. Content laws; and

The Users must get familiarise themselves with and obey The list of laws, regulations and/or guidelines from:

**Communications and [Multimedia Act 1998 & Guidelines](#)**

(<http://www.agc.gov.my/agcportal/uploads/files/Publications/LOM/EN/Act%20589.pdf>)

(<https://www.mcmc.gov.my/skmmgovmy/files/attachments/ContentCode.pdf>)

**Sedition Act 1948**

(<http://www.agc.gov.my/agcportal/uploads/files/Plications/LOM/EN/Act%2015.pdf>)

**Malaysia Penal Code**

([http://www.agc.gov.my/agcportal/uploads/files/Publications/LOM/EN/Penal%20Code%20ACT%20574%20-%20TP%20LULUS%2021\\_2\\_2018.pdf](http://www.agc.gov.my/agcportal/uploads/files/Publications/LOM/EN/Penal%20Code%20ACT%20574%20-%20TP%20LULUS%2021_2_2018.pdf))

**Medicines ([Advert–sement And Sale\) Act 1956 \(Revised - 1983\)](#)**

(<http://www.agc.gov.my/agcportal/uploads/fileslblications/LOM/EN/Act%20290.pdf>)

**Control of Tobacco Product [Regulations 2004](#)**

**Defamation Act 1957**

(<http://www.agc.gov.my/agcportal/uploads/files/Publications/LOM/EN/Act%20286.pdf>)

**[Film Censorship Act 2002 & Guidelines](#)**

(<http://www.agc.gov.my/agcportal/uploads/files/Publications/LOM/EN/Act%20620.pdf>)

([http://lpf.moha.gov.my/lpf/images/Perundangan/GARIS\\_PANDUAN\\_PENAPISAN\\_FILEM\(1\).pdf](http://lpf.moha.gov.my/lpf/images/Perundangan/GARIS_PANDUAN_PENAPISAN_FILEM(1).pdf))

Users acknowledge that the list above is not exhaustive, may not be completely up to date and merely represents UU2's best effort guide. Users also acknowledge that the links provided above are third party links which are not maintained by UU2, may be outdated and that it is the Users' own responsibility to ensure that they update themselves on the most current version of the laws and guidelines.

It is the User's responsibility to ensure that their Content complies with all applicable laws, regulations, policies or guidelines and any amendments which the respective regulators have introduced in the applicable laws, regulations, policies or guidelines. Note that audio-visual content with sexual themes are strictly prohibited at all times.

- (k) Do not display items with inflammatory or offensive elements, including but not limited to items which are sexually suggestive, undermine religious or racial harmony, which make reference to disabilities or which degrade national themes.



- (l) Do not promote or endorse unlawful acts such as drugs, gambling or gun possession.
- (m) Do not perform high-risk stunts or activities.
- (n) Do not display or focus on nudity or sexually suggestive actions especially on private parts of the body such as the chest, buttocks and groin.
- (o) Do not promote or endorse organisations promoting unlawful pyramid schemes such as but not limited to, Ponzi Schemes, Money Games.
- (p) Do not self-abuse or attacks others (including but not limited to alcoholism, self-harm, suicide, mutual abuse, animal abuse, ingesting items which cause harm (such as living things, dead objects or inanimate objects).
- (q) Do not live stream in sensitive locations such as hospitals, cemeteries, childcare centres, schools or government buildings.
- (r) UU2 reserves the right to terminate any Livestream at any time without giving any reasons.

## 8. TEAM PURCHASE

- 8.1 UU2 has group buying feature where multiple Users may group together collectively to buy goods from merchants at a discount from listed price if the collective number of items hit or exceed the Minimum Order Quantity (MOQ) as set by Merchant, which may subject to change from time to time by Merchant's discretion. UU2 is not party to the agreement between the multiple Users and Merchant and is not liable to the success of any formation of Group Buy arrangement and do not guarantee the success of such arrangement.
- 8.2 Team Purchase option on the platform comes with no cancellation by consumer policy once the Order is confirmed, notwithstanding cancellation by Merchant or UU2 at their discretion. UU2 takes no responsibility and assume no liability for any loss or damages arising from the no cancellation policy or the cancellation by Merchant or UU2.

## 9. VIOLATION OF UU2 TERMS OF SERVICE

- 9.1 You agree that the following measures set out in this clause shall apply when your UGC or action on UU2 platform or use of the service violates applicable laws or these Terms, and you agree this is without prejudice to UU2's other rights and remedies under these Terms or in law. The measures include:
  - (a) Affected Listing and/ or Content removal/deletion;
  - (b) Removal or Deletion of all saved Contents
  - (c) Limits placed on Account privileges
  - (d) Account suspension and/or subsequent termination
  - (e) Banning you from the UU2 Platform or use of the Service for a specified time period or permanently.
  - (f) Criminal charges.
  - (g) Civil actions, including without limitation a claim for damages and/or interim or injunctive relief in accordance to applicable laws.

If you believe a User on our Site is violating these Terms of Service, please contact [help@support.UU2.com.my](mailto:help@support.UU2.com.my).

## 10. REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

- 10.1 All Intellectual Property shall remain our property or where applicable, our affiliates or third-party intellectual property owners. The entire contents of the UU2 Platform are protected under applicable intellectual property laws.
- 10.2 The UU2 Platform, Intellectual Property and Contents, or any part thereof, shall not be copied, reproduced, distributed, licensed, transferred, published, in any form, disassemble, decompile or reverse engineer or otherwise dealt with in any manner, except as expressly permitted by the Terms.
- 10.3 UU2 also does not allow listings or any Contents that violate the copyrights or intellectual property rights of brands or IPR Owner.
- 10.4 If you are an IPR Owner or an agent duly authorised by an IPR Owner (“IPR Agent”) and you believe that your right or your principal’s right has been infringed by any Listing or Content or in any other way on UU2 platform, please notify us by submitting the online form at this link [https://UU2-support.formstack.com/forms/ipr\\_my](https://UU2-support.formstack.com/forms/ipr_my) and provide us the following documents and/or evidence(s) requested to support your claim:
- (a) Signature (Physical or electronic) of an IPR Owner or IPR Agent (collectively, “Informant”);
  - (b) Description of the type and nature of intellectual property right that is allegedly infringed and proof of rights;
  - (c) Description of the nature of alleged infringement with sufficient details to enable UU2 to assess the complaint
  - (d) URL(s) of the listing(s) which contain the alleged infringement;
  - (e) Sufficient information to allow UU2 to contact the Informant, such as Informant’s physical address, telephone number and e-mail address;
  - (f) 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 authorised by the IPR Owner or the law;
  - (g) 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 authorised to act on the IPR Owner’s behalf in all matters relating to the complaint.
- UU2 shall respond to your complaint as soon as practicable.
- 10.5 UU2 acknowledges a manufacturer’s right to enter into certain exclusive distribution agreements or minimum advertised price agreements for its products/ services. 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 Merchants, which UU2 is not a party to. UU2 does not assist in this type of price enforcement activities and does not enforce exclusive distribution rights or price-control matters except within the countries that have laws especially governing selective or exclusive distribution.
- 10.6 By being on UU2 platform, Merchants agrees to hold UU2 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.

## 11. PRICE

- 11.1 The price of Merchant Offering shall be the price displayed on the Platform at the time which you view the listing on the Platform. The price may change from time to time by the discretion of the Merchant.
- 11.2 The FINAL PRICE that is payable by you shall be as displayed on the confirmation page of your order which shall include the price of the Merchant Offering, which may have differed from when you add the order to your cart if you do not check out immediately, add the fee payable for any applicable guarantee(s) (may be required by Merchant Offering on the Platform), the applicable sales and services tax, value added tax and/ or other taxes imposed by the local authorities that is not already included in the price of the Merchant Offering from time to time (if) and such other applicable fee indicated, less applicable discounts and vouchers offered by either/both platform and the Merchant with regards to your purchase.
- 11.3 Prices indicated on the Platform may be quoted in currency depending on the jurisdiction where you are domiciled or log in to the Platform.
- 11.4 In the event that any pricing has been mispriced on the Platform, for whatever reason(s), we reserve the right to cancel the order or terminate the Contract between Merchant and you which we shall inform you of such cancellation or termination via communication channel available in the Account, by giving a written notice via email and/or the phone.

## 12. PURCHASE AND PAYMENT

- 12.1 UU2 supports the following payment methods, subject to the availability of such service in the country you are using the service from:
- a. **Credit Card and Debit 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 country you are using the service from.
  - b. **Cash on Delivery (COD) (to be implemented in the future)**  
Some Listings on UU2 may have COD services in selected countries, subject to the arrangement between Merchant, Delivery Partners and yourself. You are to pay cash directly to the delivery agent upon receipt of the purchased item, failing which it will be considered a failed deal.
  - c. **Instalment Purchase Plan – (to be implemented in the future)**  
You can opt for via instalment payment for orders exceeding RM 500. Payment via instalments is processed through third-party channels, which the instalment payment service providers and corresponding terms will be further disclosed when the service is available.
- 12.2 You can select your preferred mode of payment for purchase prior to making payment. You would have to request for cancel of the purchase, which may, to effect, cancel all the corresponding vouchers and discount codes that is applied to the transaction, if you wish to change your mode of payment after completing the payment from the payment service provider page
- 12.3 UU2 assume no responsibility or liability for any loss or damages to you arising from shipping information and/or payment information provided by yourself or wrong remittance by Consumer in connection with the payment or refund for the items purchased. We reserve the right to check whether Consumer is duly authorised to use certain payment method, and may suspend the transaction until such authorisation is confirmed or cancel

the relevant transaction where such confirmation is not available. UU2 takes no responsibility and assume no liability for any loss or damages arising from banking facilities terminating/ holding the payment in their discretion.

### **13. UU2 REWARD SYSTEM (to be implemented in the future)**

- 13.1 Consumer may earn loyalty points (“UU2 Coins”) by buying merchandises on UU2 activities as UU2 may from time to time determine (“Eligible Activities”) based on the conversion rate determined by UU2 in its sole discretion. Generally, UU2Coins will be credited to a Consumer’s Account upon the completion of a successful transaction or activity approved by UU2. You are eligible to participate in the UU2 Coins reward system if you are a Consumer and your Account does not expressly exclude you from participation.

### **14. ORDERS AND SPECIFICATION**

- 14.1 Placement and completion of order on the Platform constitute as offer to purchase from Customer to Merchant Offering and you are responsible for ensuring the accuracy of your order. All orders shall be subject to our acceptance on behalf of the Merchant and each order accepted by us shall constitute a separate Contract.
- 14.2 Order acceptance and formation of the Contract will be completed upon our issuance of a confirmation of successful purchase of the Merchant Offering to you.
- 14.3 Refusal of Order
- (a) UU2 and Merchant reserve the rights to withdraw any item from the Platform at any time and/or remove or edit any materials or content on the Platform at its sole discretion.
  - (b) You acknowledge that we use our best efforts to always process all orders but there may be unforeseen circumstances where we are required to refuse to process an order despite a confirmation of successful purchase having been sent. In such an event, you agree that we shall not be held liable or in any way be held liable to you.

In the event you have made full payment for your order and the refusal of order is not due to your fault, UU2 agrees to refund monies you paid.

### **15. DELIVERY**

- 15.1 UU2 Logistic services are provided by third party contractor(s) who entered into service provision agreement(s) with UU2 platform to provide delivery services. In regards to physical goods that is deliverable to user, UU2 platform will update Merchant when UU2 receives Consumer’s Purchase Monies. Unless otherwise agreed with UU2, Merchant should then make the necessary arrangements to have the purchased item delivered to Consumer and provide details such as the name of the delivery company, the tracking number, etc. to Consumer through the platform.
- 15.2 Merchant must, to the best of their ability, ensure that Consumer receives the purchased items within, whichever applicable, the time period specified (for offline payment) by Merchant on Merchant’s listing.

- 15.3 You affirm that you understand that Merchant bears all risks attached to the delivery of the purchased item(s) and warrants that he/she has or will obtain adequate insurance coverage for the delivery of the purchased item(s). In the event where the purchased item(s) is damaged, lost or failed to be delivered during the course of delivery, Users acknowledge and agree that UU2 will not be liable for any damage, expense, cost or fees arising from such incident and Merchant and/or Consumer will reach out to the logistic service provider to resolve such dispute.
- 15.4 For Cross-Border Transaction, you understand and acknowledge that for any product listing that states [The product will ship from overseas], that particular product is sold by Merchant based outside of the country you are buying the product from, and the resultant importation and exportation of such product is subject to local laws and regulations. You should familiarise yourselves with all import and export restrictions that apply to the designating country. You acknowledge that UU2 cannot provide any legal advice in this regard and agrees that UU2 shall not bear any risks or liabilities associated with the import and export of such products.
- 15.5 Shipping Fee shall be borne by the Consumer, Merchant and UU2 in such proportions determined by UU2 and published on the Site, to be updated from time to time. UU2 shall:
- (a) Collect the Consumer's share of the Shipping Fee from the Consumer,
  - (b) Deduct the Merchant's proportion of the Shipping Fee from the Consumer's Purchase Monies in accordance with Section 13.2, and
  - (c) Pay the total Shipping Fee to the delivery company.

## 16. FAILED DELIVERIES

If Logistics Provider fails to deliver the Products to the Consumer after three attempts, the Products of the order shall be returned to the Merchant. Upon verification by the Merchant, UU2 shall proceed to close the Order and refund the monies paid by Consumer. UU2 shall be entitled to blacklist the Merchant or Consumer in the event of such delivery failures, should the delivery failure is caused by failure of either party. The Consumer shall indemnify UU2 from all costs associated with the delivery, return and refund.

## 17. E-VOUCHER AND REDEMPTION OF RELATED SERVICE/ PRODUCTS

- 17.1 All Merchant Offering on UU2 platform are subject to such further terms and conditions as specified on the listing. Such further terms and conditions may include:
- (a) **Validity and Redemption Period**

For each purchase of service and product redemption voucher, there is a specific Validity and/or Redemption Period. The Validity and/or Redemption Period of your purchase shall be as specified by Merchant Offering on the Platform. Upon the expiry of its Validity and/or Redemption Period, the Contract associated to your purchase is deemed to have lapsed. The lapse is final and you shall not have any recourse, such as monetary refund or extension of validity or replacement of service against the Merchant and/or us.
  - (b) **Additional Terms & Conditions and Things to know**

For each purchase of service and product redemption voucher, additional terms and conditions apply and shall be as specified in Merchant Offering on the Platform which you are subjected to in order to redeem the voucher. Such additional terms and conditions are specified under headers such as but not limited to “Additional Terms and Conditions”, “Fine Print” and “Things to know”. We and/ or the Merchant shall not be held liable for any costs, expenses or loss arising from your failure to take note of and/ or failure to comply with such additional terms and conditions.

## 18. CANCELLATION, RETURN AND REFUND

18.1 UU2 shall have the discretion to cancel any Transaction at any time where it deems it necessary, if:

- (a) The Transaction, for whatever reason, is prohibited by law;
- (b) The Transaction is in breach to this Terms;
- (c) The Consumer is in breach to this Terms;
- (d) The completion of the Transaction will result in breach to this Terms;
- (e) The cancellation is to protect the interests of the Consumer, Merchant and/or any relevant third party; or
- (f) There are any electronic, operational, server, system, partnership or technical error.

The Consumer and Merchant will be notified of the cancellation above in writing by means of email registered to the platform and by communication channel available on the platform. The monies paid by Consumer will be refunded by the Merchant to the Consumer after deducting the incurred administrative fees, processing fees and banking charges.

18.2 UU2 platform also allows **Cancellation by Consumer, subject to the following:**

**(a) After Order Confirmation:**

Once payment for the Order has been confirmed by the platform, consumer is able to do cancellation subject to certain cancellation reasons. Upon the confirmation of cancellation, the Consumer's refund request will be credited to the Consumer no later than fourteen (14) Business Days from the date of the confirmation of cancellation from UU2.

**(b) After Order has been handed over to delivery partner:**

Once a Product has been handed by Merchant to Logistics Partner to be delivered to Consumer, the status for the Order on the Platform will be updated to "Shipping". The Order cannot be cancelled from this point onwards.

**(c) No cancellation allowed for Team Purchase**

Team Purchase Orders has a no cancellation by Consumer policy as laid out in Clause 8.2 of this Terms.

- (d) The Consumer is in breach to this Terms;
- (e) The completion of the Transaction will result in breach to this Terms;
- (f) The cancellation is to protect the interests of the Consumer, Merchant and/or any relevant third party; or
- (g) There are any electronic, operational, server, system, partnership or technical error.

**18.3 Return And Refunds Policy** – if you are not satisfied with your purchase, you may initiate the return process of your purchase within five (5) days of return acceptance by the merchant, in accordance with our Exchange or Refund/Exchange Policy whereby the Product shall be unused, consumed or in any way altered from how it was received. The Product shall be in the original brand packaging (if applicable). This policy is applicable only to those products which do not fall under the list of non-refundable brands/items provided on our Platform.

**18.4 User receiving Defective Products or Products that do not conform to Written Descriptions.**

In the event Consumer rejects the Product on the grounds that the Product is faulty, defective or damaged, or the Product delivered does not conform to the written specification or descriptions as stated on the Merchant's Product page, the Consumer must notify the Merchant via the Platform within two (2) days from the receipt of the Product. Any request submitted via other mode of communication, such as email, letter or phone will not be entertained. Within two (2) days from Customer's Rejection Request, the Merchant may request from the Consumer the proof of defect, faulty or damaged products or products not conforming to written descriptions for purposes of processing the Consumer's complaint. Should the Consumer is unable or refuse to provide sufficient evidence to support its rejection of the Product, UU2 and/or the Merchant shall have the discretion to reject the Consumer's request.

Upon the Consumer's notification in accordance with clause 18.3 and 18.4, the Merchant shall:

- (a) Investigate the Consumer's complaint to determine whether the Consumer's complaint is justifiable or has merits;
- (b) **If the Consumer's complaint is justified or with merits**, whereby the Product is found to be defective, faulty or damaged due to no fault of the Consumer, Consumer shall be entitled, at the Merchant's sole and absolute discretion, determine whether the Consumer will receive a refund or replacement for the Product; and the Merchant shall be responsible for all costs associated with the return and refund or replacement. The Consumer will be required to provide receipt or evidence of the costs involved.
- (c) **If the Merchant determines that the Product is defective, faulty or damaged and that such defect, fault or damage is attributed to mishandling of the Product by the Consumer, the Merchant will not be liable to accept / replace the returned Product. In such instance, if the Consumer has returned the Product to the Merchant, the Consumer shall be responsible for all costs associated with the return of the Product to the Merchant and back to the Consumer.**

## **19. MERCHANTS' RESPONSIBILITIES**

- 19.1 Merchants are to properly manage and ensure that relevant information such as the price and details, including inventory levels, make material and terms and conditions for sales is updated on Merchant's Listing and shall not post inaccurate, false or misleading information.
- 19.2 The price of each Product will be determined by the Merchant at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Consumer such as sales tax, value-added tax, tariffs, etc. in accordance to applicable laws

and tax requirements; Merchant shall not charge Consumer such amount additionally and separately unless required by law to do so.

- 19.3 Merchant agrees that UU2 at its discretion, may engage in promotional activities to promote, boost and/or induce transactions between Consumer and Merchant by reducing, discounting or refunding fees, by various means. The final price that Consumer will pay actually will be the price that such adjustment is applied to.
- 19.4 For the purpose of such promotion, UU2 may post such items as listed by Merchants (at adjusted price as per clause 19.3) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign or worldwide) operated by or in cooperation with UU2.
- 19.5 Merchant shall issue receipt and tax invoices to Consumer upon request.
- 19.6 Merchant acknowledges and agrees that Merchant will be responsible for paying all taxes, customs and duties for the item sold and UU2 cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Merchants are advised to seek professional advice in regards of their own operations.
- 19.7 Merchant acknowledges and agrees that Merchant's violation of any of UU2's policies will result in a range of actions as stated in Clause 9.

## **20. PROHIBITED & RESTRICTED ITEMS**

- 20.1 The Merchant is prohibited from selling any of the following product on the E-Commerce Platform:
  - (a) Any kind or type of firearms, ammunition and weapons as describe and prohibited under Applicable Law.
  - (b) Any kind of hazardous and dangerous items as describe and prohibited under Applicable Law.
  - (c) Any human body parts or human remains.
  - (d) Any animals, animal products, protected wildlife or plants.
  - (e) Any adult rated products or services.
  - (f) Any discriminatory or offensive products.
  - (g) Any illegal drugs or drug paraphernalia as describe and prohibited under Applicable Law.
  - (h) Any material containing personal information of individuals or corporations.
  - (i) Any items or equipment issued by the government, police, military or any other governmental agency.
  - (j) Any coins, paper money, counterfeit coins, stamps, cryptocurrencies, gold, silver, financial products etc.
  - (k) Any products that may facilitate illegal activities or fraud.



- (l) Any gambling or lottery related products.
  - (m) Any unauthorised medicines or medical devise as describe and prohibited under Applicable Law.
  - (n) Any other product as may be determined by UU2 or prohibited under Applicable Law.
- 20.2 If the E-Commerce Platform or UU2 blocks or prohibit any of the Merchant Product as a Prohibited Product, the Merchant may appeal to UU2 to list the said Product through the Merchant Portal.

## 21. PAID ADVERTISING

- 21.1 UU2 will launch Paid Advertising on UU2 Platform on an ongoing basis for Merchants only. Merchants may purchase the Paid Advertising services to further boost eyeball outreach. UU2 provides the Paid Advertising services in accordance with this Terms and Merchants 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, please do not buy any Paid Advertising Services.
- 21.2 In order to purchase Paid Advertising services, you must be an eligible Merchant under the Paid Advertising Rules. At the time when you purchase and pay for the Paid Advertising Services, your Account must be active and is not suspended.
- 21.3 You may contact our Sale Person for more information of Paid Advertising Packages. All Advertising fees 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. UU2 will provide an electronic invoice for Paid Advertising services purchased and Merchants are to ensure that a correct and working e-mail address is provided for receiving such invoices.
- 21.4 You can purchase the Paid Advertising service from the time you list an item or service for sale. When you purchase the Paid Advertising service, you may either manage the Paid Advertising service yourself or authorize UU2 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.
- 21.5 Where you have authorized UU2 to manage the Paid Advertising service for you, you understand and agree to indemnify, defend and hold UU2 not liable from and against any and all losses which may be sustained, instituted, made or alleged against or suffered or incurred by UU2 and which arises (whether directly or indirectly) out of, in the course of or in connection with UU2 accessing your Merchant's account and/or executing your instructions, for the purpose of managing the Paid Advertising service on your behalf.
- 21.6 The goods you list on the Site must comply with all relevant laws and regulations, the Paid Advertising Rules, this Terms and the Prohibited and Restricted Items Policy. You understand and agree that UU2 has the right to immediately remove any listing which violates any of the foregoing and any Paid Advertising fees that you have paid or you have used in relation to any listing removed pursuant to this very clause 20s.6 will not be

refunded. UU2 will also not be liable to compensate you for any loss whatsoever in relation to listings removed.

- 21.7 You understand and agree that UU2 does not warrant or guarantee any increase in viewership or sales of your items as a result of the Paid Advertising services.
- 21.8 You are advised to only purchase Paid Advertising services after fully considering your budget and intended advertising objectives. Except as otherwise provided in this Terms or the Paid Advertising Rules, UU2 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.

IF, NOTWITHSTANDING ANYTHING IN THESE TERMS OF SERVICE, UU2 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.

## 22. PURCHASE AND SALE OF ALCOHOL

- 22.1 The purchase and sale of Alcohol on the Site is permitted by UU2 subject to the terms and conditions of this Clause 22. If you are an Alcohol Consumer, you will be deemed to have consented to the terms and conditions in this Clause 22 when you purchase Alcohol on the Platform. Similarly, if you are an Alcohol Merchant, you will be deemed to have consented to the terms and conditions in this Clause 22 when you sell Alcohol on the Platform.
- 22.2 For Alcohol Consumer:
- (a) you represent and warrant that you and (if applicable) the person receiving the Alcohol are aged 21 or above, are not Muslim or otherwise prohibited from buying Alcohol under any law, regulation or religion; and for Malaysian Consumer, understand the following: **“MEMINUM ARAK BOLEH MEMBAHAYAKAN KESIHATAN”**; and
  - (b) If requested by Alcohol Merchant or UU2 (or its agents), you and/or the Recipient shall provide identification with photo for age verification purposes.
- 22.3 For Alcohol Merchant, you represent and warrant that you are not Muslim or otherwise prohibited from selling Alcohol under any law, regulation or religion; and you hold all necessary licences and/or permits to sell Alcohol through the Platform, and shall provide a copy of such licences and/or permits and supporting documents to UU2 immediately upon request for verification purposes; and warrant that all information and documents provided to UU2 are true and accurate.
- 22.4 When delivering Alcohol to an Alcohol Consumer:
- (a) The delivery agent reserves the right to request for valid photo identification for age verification purposes; and
  - (b) UU2 (via the delivery agent) reserves the right to refuse the delivery of Alcohol if the Alcohol Consumer and/or the Recipient appears intoxicated or is unable to provide valid photo identification for age and religion verification purposes.
- 22.5 Alcohol Consumer and Alcohol Merchant severally agrees to indemnify, defend and hold UU2, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders

or other partners, and employees (collectively, the "Indemnified Parties") not liable 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 inaccuracy or breach of its representations in Section 22.2 and/or Section 22.3 (as applicable); and (b) its breach of any law or any rights of a third party.

## 23. DISPUTES

- 23.1 In the unfortunate event that problem(s) arises in a transaction, the Consumer and Merchant agree to communicate with each other first to attempt to resolve such dispute by mutual discussions, which UU2 shall use reasonable commercial efforts including provision of communication channel in platform 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.
- 23.2 Each Consumer and Merchant covenants and agrees that it will not bring lawsuit or otherwise assert any claim, legal or otherwise, against UU2 or its Affiliates (except where UU2 or its Affiliates is the Merchant of the product that the claim relates to) in relation to any transaction made on the Site or any dispute arising from such transaction.
- 23.3 Users may send written request to UU2 to assist them in resolving issues that arise from a transaction covered under UU2 Guarantee. UU2, at its sole discretion and with absolutely no liability to Merchant and Consumer, take all necessary steps to assist Users resolving their dispute. For more information, please refer to UU2's [Refunds and Return Policy](#).
- 23.4 The services provided under this Clause are only available to Consumers for transactions covered under UU2 Guarantee. Consumer using other payment means for his/her purchase should contact Merchant directly for dispute resolution.

## 24. FEEDBACK

- 24.1 UU2 welcomes information and feedback from you which will help us to improve the quality of our services. Please refer to our feedback procedure below for further information:
- (a) Feedback may be made in writing through email to or using the feedback form found on the App.
  - (b) User have to include identification in the communication to us. Anonymous feedback will not be accepted.
  - (c) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.
  - (d) Vague and defamatory feedback will not be entertained.

## 25. DISCLAIMERS, EXCLUSIONS, FORCE MAJEURE AND LIMITATIONS OF LIABILITY

- 25.1 The services of UU2 are provided as is and without any warranties, claims, 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 or

representations made by UU2 of any kind either expressed, implied or statutory with respect to the services, including, without limitation, warranties of quality, performance, non-infringement (including of third-party rights), 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, UU2 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 and the resultant (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 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, delay or failure of performance of service, including, without limitation, any damages resulting therefrom, even if UU2 has been advised of the possibility of such damages.

- 25.2 You acknowledge that the entire risk arising out of the use or performance of the site and/or the services, including risk of misunderstanding, error, damage, expense or losses resulting from the use of the UU2 Platform and/or Services remains with you to the maximum extent permitted by applicable law. UU2 and all of its respective officers, employees, directors, agents, contractors and assigns shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:
- (a) any access, use and/or inability to use the UU2 Platform or the Services;
  - (b) reliance on any data or information made available through the UU2 Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;
  - (c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and
  - (d) any use of or access to any other website or webpage linked to the Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.
- 25.3 UU2 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 (b) the ability of merchants to sell items or of consumers to pay for items. If there is a dispute involving one or more users, such users agree to resolve such dispute between themselves directly and, to the maximum extent permitted by applicable law, release UU2 and its affiliates from any and all claims, demands and damages arising out of or in connection with any such dispute.
- 25.4 If we consider a Force Majeure event to be of such severity or to be continuing for such period of time that we are unable to perform any of our obligations, we shall have the absolute discretion to decide on such alternative arrangement(s), including but not limited to terminating this Terms and/ or any specific contract or transaction and without liability to you other than a refund of payments for orders made by you for which is not fulfilled, performed or unable to be performed. We shall not be liable for any delay or failure of delivery or to perform the services, where the cause of such delay or failure is beyond our

reasonable control. Such causes may include but not limited to an act of god, riot, civil commotion, strike (whether or not involving employees of UU2), lockout or other labour disturbance, fire, war, acts of foreign enemies, power outage, pandemics, epidemics, network congestion, telecommunications failure, electrical power failures, or any fault, interruption, disruption or malfunction of equipment, tools, utilities, communications, computer (software and hardware) services or networks, government order or change in any law or regulation which renders the performance impractical.

- 25.4 You acknowledge to all disclaimers and agree that your only right with respect to any problems or dissatisfaction with the services arising in a Force Majeure is to request for termination of your account and/or discontinue any use of the platform and/or services.
- 25.5 If, notwithstanding the previous sections, UU2 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 UU2 guarantee; and (b) MYR 100 (one hundred Malaysia ringgit).
- 25.6 Nothing in these terms of service shall limit or exclude any liability for death or personal injury caused by UU2's negligence, for fraud or for any other liability on the part of UU2 that cannot be lawfully limited and/or excluded.

## **26. LINKS TO THIRD PARTY SITES AND SHARING VIDEOS FROM THIRD PARTY**

- 26.1 Third party links to such as but not limited to, products, websites, services and offers provided throughout the Platform will let you leave the Platform to the site as linked. These links are provided as a courtesy, whereby the sites they link to are not under the control of UU2 in any manner whatsoever. 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. UU2 has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You understand that you access them at your own risk. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. UU2 is in no manner responsible or liable for any content of any such linked site or any link contained within a linked site, including any changes or updates to such sites. UU2 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 UU2 of any linked site and/or any of its content therein. By using the Services, you agree that UU2 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 UU2 may disable your use of, or remove, any third-party links, or applications on the Services to the extent they violate this Terms.
- 26.2 UU2 allows you to share videos from Third Parties on the UU2 Livestream feature. By sharing Third Parties Content, you hereby agree to be bound by the Third Parties Terms of Service.

## 27. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- (a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

## 28. FRAUDULENT OR SUSPICIOUS ACTIVITY(IES)

28.1 If UU2, in its sole discretion, has grounds to believe or has evidence(s) that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, or has the intention to do so, we may take various actions to protect UU2, its affiliates, employees, directors, owners, other Consumers or Merchants, 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:

- (a) We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;
- (b) We may suspend your eligibility for UU2 Guarantee;
- (c) 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 a competent court or elsewhere and directed to UU2;
- (d) We may refuse to provide the Services to you now and in the future;
- (e) We may hold your funds for a period of time reasonably needed to protect against the risk of liability to UU2 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 Consumer 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 Consumer or Merchant files directly with UU2.

"Reversal" means the reversal of a payment by UU2 because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by UU2, (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 UU2 policy, or (e) UU2 decided a Claim against you.

## **29. INDEMNITY**

- 29.1 You agree to indemnify, defend and hold harmless UU2, 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 UU2 or its Affiliates is the Merchant in the transaction that the dispute relates to), (b) the hosting, operation, management and/or administration of the Services by or on behalf of UU2, (c) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (d) your use or misuse of the Services, (e) your breach of any law or any rights of a third party, or (f) any Content uploaded by you.

## **30. SEVERABILITY**

- 30.1 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 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.

## **31. GOVERNING LAW**

- 31.1 These Terms of Service shall be governed by and construed in accordance with the laws of Malaysia 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 arising out of or relating to these Terms against or relating to UU2 or any Indemnified Party under these Terms shall be referred to and finally resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre (Malaysia) ("AIAC Rules") 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.

## **32. GENERAL PROVISIONS**

- 32.1 UU2 reserves all rights not expressly granted herein.
- 32.2 UU2 may modify these Terms at any time by posting the revised Terms on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revisions or modifications.
- 32.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations, unless explicitly allowed under these Terms.

- 32.4 Nothing in these Terms shall constitute a partnership, joint venture or principal-agent, representative relationship between you and UU2, nor does it authorise you to incur any costs or liabilities on UU2's behalf.
- 32.5 The failure of UU2 at any time or times to require performance of any provision hereof shall in no manner affect its right(s) at a later time to enforce the same unless the same is waived in writing.
- 32.6 These Terms are solely for your and our benefit and are not for the benefit of any other person or entity, except for UU2's affiliates and subsidiaries (and each of UU2's and its affiliates' and subsidiaries' respective successors and assigns).
- 32.7 The terms set forth in these Terms and any agreements and policies included or referred to in these Terms 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.
- 32.8 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the UK Bribery Act, the US Foreign Corrupt Practices Act, the Singapore Prevention of Corruption Act and the Malaysian Anti-Corruption Commission Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.
- 32.9 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: [help@support@UU2.com.my](mailto:help@support@UU2.com.my).
- 32.10 LEGAL NOTICES: Please send all legal notices to [legal.my@UU2.com](mailto:legal.my@UU2.com) and Attention it to the "General Counsel".

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.