

TERMS OF SERVICE

1. INTRODUCTION

- 1.1 The website (hereinafter referred to as the “**Site**”) is owned and operated by Wellous group (individually and collectively referred to as “**WELLOUS**”, “**The Company**”, “**we**”, “**us**”, “**Seller**” or “**our**”). Before accessing or using any part of our Site and/or services (“**Services**”), you (hereinafter referred to as “**you**”, “**Customer**”, “**Buyer**” or “**User**”) shall read carefully the following terms and conditions (“**T&C**”) contained herein as they govern your access to and use of the Services available through our Site and/or mobile application (“**Platform**”). **YOU SHALL ABIDE BY THE T&C HEREIN, IF YOU DO NOT, YOU SHALL NOT USE AND/OR ACCESS THE SERVICES PROVIDED ON THE PLATFORM. WELLOUS BEARS NO RESPONSIBILITY FOR ANY UNAUTHORISED USE AND/OR ACCESS.**
- 1.2 The “**Services**” we provide or make available via our Platform including but not limited to (a) the access of our Site or Platform, (b) the services provided by the Site, and (c) any and/or all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, 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**”).
- 1.3 You hereby acknowledge that your access and the use of the WELLOUS Services constitutes your agreement to be bound by this T&C, which establishes a contractual relationship between you and WELLOUS. This T&C expressly supersede any and/or all prior agreements or arrangements between WELLOUS with you (if any). WELLOUS may immediately terminate this T&C or any Services with respect to you, or generally cease offering or deny access to the WELLOUS Services or any portion thereof, at any time for any reason.
- 1.4 Supplemental terms may apply to WELLOUS Services from time to time, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable WELLOUS Services. Supplemental terms are in addition to, and shall be deemed to be a part of, the T&C for the purposes of the WELLOUS Services. Supplemental terms shall prevail over this T&C in the event of a conflict with respect to the WELLOUS Services provided herein.
- 1.5 You shall note that WELLOUS may amend the T&C related to the Services from time to time. Amendments will be effective upon WELLOUS’s posting of such updated T&C at this location or the amended policies or supplemental terms on the applicable WELLOUS Service. Your continued access or use of

the WELLOUS's Services after such posting constitutes your consent to be bound by the T&C, as amended.

- 1.6 Our collection and use of personal information in connection with the Services is as provided in WELLOUS's Privacy Policy. WELLOUS may provide and utilize the personal information to any parties necessary to process, store the information and utilize them as WELLOUS deems fit, including but not limited for the consultation of professionals, the filing of a complaint, dispute or conflict, payment gateway, to ensure that the delivery address or recipient details are correct and/or accident which requires disclosure.

2. **YOUR USE OF THE SERVICES**

2.1 **User**

In order to use and/or access the WELLOUS Services, you shall be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18) with the legal capacity to enter into and form contracts under any applicable law. User who has breached or is in breach of the T&C contained herein or user who has been permanently terminated or temporarily suspended from use of any of the WELLOUS Services may not use the Services even if you satisfy the requirement. By using the Services, visiting our Site, or accessing the Services, you acknowledge and agree to submit to WELLOUS allow us to process your certain personal information including but not limited to:

- Name
- Email address
- Gender
- Age
- Billing and/or delivery address
- Bank account and payment information
- Telephone number and Information sent by or associated with the device(s) used to access our Services or Platform.

You agree to provide and maintain accurate, complete, and up-to-date information to WELLOUS. Your failure to maintain accurate, complete, and up-to-date information, including having an invalid or expired payment method on file, may result in your inability to access and use the WELLOUS Services.

2.2 **Text Messaging and Email**

By using and accessing our Services, you agree that the WELLOUS Services may send you text (SMS) messages and/or email as part of the normal business operation of your use of the Services. You acknowledge that opting out of receiving text (SMS) messages and/or email may impact your use of the Services.

2.3 **Content**

You acknowledge that the Content provided on this Site and/or Platform is solely for informational purposes. Product representations including but not limited to the pricing, available stock, features, add-ons and any other details as expressed on this Site and/or Platform are subject to change and will be updated from time to time.

2.4 **Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the WELLOUS Services. Your mobile network's data and messaging rates and fees may apply if you access or use the WELLOUS's Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware and/or devices necessary to access and use the WELLOUS's Services and any updates thereto. WELLOUS does not guarantee that WELLOUS's Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications. You agree that caching, hyperlinking to, and framing of the portal or any of its content are strictly prohibited.

WELLOUS reserves all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.

We and our affiliates, other partners, and third-parties and/or their applicable international subsidiaries and affiliates will use cookies and other identification technologies on our websites, mobile applications, email communications, advertisements, and other online Services, if you access the WELLOUS's Services on your compatible hardware and/or devices, respectively for a number of purposes, including but not limited to authenticating user, remembering user preferences and settings, determining the popularity of

content, delivering and measuring the effectiveness of advertising campaigns, analysing site traffic and trends, and generally understanding the online behaviours and interests of people who interact with our Services.

3. **PAYMENT**

3.1 For every transaction made through the Site and/or Platform, the payment of the total purchase price shall be made in the following methods: -

- **Credit Card/Debit Card (“Cards”)**

Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in;

- **Instalment Purchase Plan**

Payment via instalment is processed through third-party channels;

- **E-Wallet**

- **Financial Process Exchange (“FPX”)**

You should take note that the above list of payment methods may be modified by us from time to time. We may restrict the available payment methods to manage risk or based on the type of transaction. You may be required to verify that you control or has ownership of the Cards or bank account for payment via FPX that you register prior to using them for transactions or to obtain additional payment privileges.

3.2 You acknowledge and agree that WELLOUS shall take no responsibility and assume no liability for any loss or damages to User arising from payment information entered by the User or wrong remittance by User in connection with the payment for the product purchased. We reserve the right to check whether that the User is duly authorized to use certain payment method and may suspend the transaction until such authorization is verified or cancel the said transaction where such verification not available.

3.3 You shall keep all the evidence related to your transactions through the Site and/or Platform. However, in the event that your records do not correspond with our records, our records shall prevail on all aspects.

3.4 If you decide to cancel your purchase after the order is confirmed, all payments made are non-refundable and you hereby agree to not claim and/or demand

for any losses and/or expenses arising out of or in connection with your use of our Services.

4. **RETURN AND EXCHANGE POLICY**

4.1 All payments made to WELLOUS and products sold are strictly non-refundable and non-transferable unless otherwise stated below as change-of-mind return or exchange: -

- Return and/or exchange are only accepted for defective products or wrong products. Customer bears the sole responsibility to notify us of the request to return and/or exchange within five (5) working days (“**Notification Period**”) upon receipt of the product purchased. Any late and/or further request to return and/or exchange of products shall not be entertained once the Notification Period has lapsed.
- To be eligible for return and/or exchange, your product must be unopened and in its original condition, with original tags and/or packaging intact and to be returned to us within seven (7) days upon acknowledged by us of your request to return and/or exchange.
- The approval for the return and/or exchange is subject to the inspection of the returned product and is on case-by-case basis.

User shall provide evidence for the disputes made to a transaction due to the above events. Evidence such as photo and/or video of the product received for WELLOUS further investigation purpose is required for us to make any necessary arrangement for the disputes made. Should any evidence provided by the User disclose that the request does not fulfilled any of the conditions and requirements as stated above, WELLOUS reserves the right to refuse for any request for return and/or exchange of product.

For user to make a dispute to a transaction, user shall also provide the following information to WELLOUS:

- i. Date of transaction
- ii. Amount of transaction
- iii. Order/Transaction ID
- iv. Description of the issue

Return of Item

In the event that the User request to return the product received, User shall provide with all the necessary information for instance, purchase order ID, the

reference for product purchased and the reason for product return, failure of which, the return or replacement of product will not be entertained by us. User should be aware that certain delivery and/or shipping fees may incur for any return process, and WELLOUS shall bear no costs, charges and/or any fees for all delivery and/or shipping fees that may incurred during the product return process.

The User shall drop and/or send the product to the designated location by WELLOUS. Upon receipt of the product returned, we will redress the issue within 14 days for exchange and/or replacement of product subject to further inspection of the product returned.

5. **PASSING OF RISK AND TITLE**

- 5.1 The title and risk in the product shall pass to the User upon delivery of the same to the User or if the User fails to take delivery of the product otherwise than by reason of any cause beyond the User's reasonable control or the WELLOUS's fault. All orders will ship within two (2) to three (3) working days upon confirmation of payment receipt by WELLOUS, subject to the delivery timelines as set by courier partners. Should there be any unforeseen circumstance resulting in shipment delays, we will contact the Buyer soonest possible for updates and the revised estimated shipping time.

6. **INTELLECTUAL PROPERTY**

- 6.1 **Ownership:** The Intellectual Property (including but not limited to, copyrights, trademarks, patent and/or industrial design) in relation to the Site and/or Platform, and the materials are owned, licensed to or controlled by us or our service providers. We reserve the right to enforce the Intellectual Property to the fullest extent of the law.
- 6.2 **Restricted Use:** No part or parts of the Site and/or Platform, or any materials shall be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred, or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. A copyright protects original works of authorship including but not limited to text, images, photographs, graphics, videos, movies, songs, sounds, messages, content, tags, data, features, programming, software, application services, musicals, paintings, etc. Generally, copyright law is meant to incentivize the creation of original works of authorship for the benefit of the public. Permission will only be granted to User to download, print, or use the materials for personal and non-commercial uses, provided that User do

not modify and/or reproduce any materials and that WELLOUS or the relevant copyright owners retain all copyright governed under Copyright Act 1987 and other proprietary notices contained in the materials.

- 6.3 **Trademarks:** A trademark including but not limited to words, symbols, or designs (such as a stylized brand name or logo) that WELLOUS use to identify our products, goods or services and to distinguish them from other companies' products, goods and services. Generally, trademark laws exist to prevent customer confusion about the source of goods or services. The Trademarks are registered and unregistered trademarks of us. Nothing on the Site and/or Platform and in this T&C shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks displayed on our Site and/or Platform, without our written permission or any other applicable trademark owner (if any).

In any event that the User breaches this Clause, WELLOUS reserves the right to terminate any and/or all Services provided to such User immediately and WELLOUS reserves the right to initiate and/or take any necessary legal actions against such User, and the User shall be liable under Trademarks Act 2019.

- 6.4 User shall not do anything which infringe or exploit any patented rights of WELLOUS which involves any invention may be or may relate to a product or process without the consent of WELLOUS as prescribed by Section 36 of the Patents Act 1983.
- 6.5 User shall not conduct any acts which infringe the registered right of industrial design of WELLOUS (if any) which involves the features of shape, configuration, pattern or ornament applied to an article by any industrial process or any features which in the finished article appeal to and are judged by the eye as prescribed by Industrial Designs Act 1996.
- 6.6 In addition to the above, User shall not do anything to disassemble and examine or analyse in detail, to discover the concepts involved on how WELLOUS's Site and/or Platform works in order to produce and/or make and/or launch anything similar and/or identical which may mislead public into the impression that they are the same Site and/or Platform ("**Reverse Engineering**").
- 6.7 In any event that the User breaches the above clauses in relation to Intellectual Property, WELLOUS reserves the right to terminate any and/or all Services provided to such User immediately and to initial and/or take legal actions against such User for any and/or all claims, losses, rights and damages suffered by WELLOUS.

7. **DISCLAIMERS AND INDEMNITY**

- 7.1 The product and Services are provided “as is” and “as available.” To the extent permitted under the applicable law, we disclaim all and/or any representations and warranties, express, implied or statutory, not expressly set out in this T&C, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, WELLOUS makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Services requested, or that the Services will be uninterrupted or error-free. WELLOUS also disclaim any and/or all liabilities in the event of any unnecessary delay in shipping and delivery process of the products caused by the courier partners. You agree that the entire risk arising out of your use of the Services, and any Services or products requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.
- 7.2 Some products may have an associated image or photo. All images, photos and specifications shown are for illustration purpose only. Actual product may vary due to product enhancement.
- 7.3 You acknowledge that all information herein is not intended to diagnose, treat, cure nor substitute or replace the advice of a qualified medical professional. All tests are conducted on a closed trial sampling and different people may experience different reactions and benefits.
- 7.4 You should always consult an appropriate independent professional doctor or medical officer or specialist for specific advice tailored to your health, well-being, circumstances, requirement or needs.
- 7.5 You acknowledge and agree that it is your responsibility to perform your own due diligence, seek professional advice, access the risk of the transaction made through the Site and/or Platform.
- 7.6 You agree that the entire risk arising out of your use of the Services, and any Services or products requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.
- 7.7 **Indemnity**

You agree to indemnify, and hold us, our agents, service providers, affiliates, shareholders, subsidiaries, directors, officers, employees, and applicable third parties (e.g. syndication partners, licensors, licensees, consultants and contractors) (“**Indemnified Person(s)**”) harmless from and against any and all

third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from your use of the Site and/or Platform, the use of the Services and/or your breach of any term of this T&C. You shall deliberately indemnify us for any interference or damage to any computer system that arises in connection with your use of the Site and/or Platform or any linked website.

7.8 All information and/or Services recommended to you is only for references and shall not serve for any other purposes. WELLOUS will use reasonable endeavour to ensure the accuracy of such information, provided that WELLOUS does not warrant that such information are free from any error and/or defect.

8. **FORCE MAJEURE**

8.1 We shall not be liable to you for any breach for any reason of any delay in performing or failure to perform and/or provide any services due to any cause beyond our reasonable control, including but without limitation to acts of god, pandemic or epidemic (i.e. COVID-19), war, explosions, flood, acts of restriction, regulations, by-laws, or measures of any kind on the part or governmental parliamentary or local authority, import or export regulations or embargoes, riot, terrorist attack, threat or preparation of war, interruption of production or operation line, difficulties in obtaining raw materials labour, fuel parts, or machinery break down etc.

9. **TERMINATION**

9.1 In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the Platform and/or Services. We may blacklist you and/or bar your access to the Platform (or any part thereof) for any reason whatsoever, including a breach of any of this T&C or where if we believe that you have violated or acted inconsistently with any T&C set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Services relating to the Site and/or Platform.

10. **PRIVACY OF USER DATA AND INFORMATION**

Personal data provided by the User on the Site and/or Platform is protected under the Personal Data Protection Act 2010 (“**PDPA**”) which regulates any processing of personal data in respect of commercial transactions. More details may refer to our privacy notice.

11. **GOVERNING LAW**

Except as otherwise set forth in this T&C, this T&C shall be exclusively governed by and construed in accordance with the laws of Malaysia and submit to the exclusive jurisdiction of Malaysia in the event of any disputes.

12. **OTHER PROVISIONS**

12.1 **Time of the Essence**

Time wherever mentioned shall be deemed to be and treated as of the essence of this T&C.

12.2 **Waiver**

- (a) Waiver of any breach of the T&C herein or of any right, power, authority, discretion or remedy arising upon a breach of or default under the T&C herein, must be in writing and signed by WELLOUS granting the waiver.
- (b) The failure of WELLOUS to insist on any one or more instances upon the performance of any provisions of the T&C herein shall not be construed as a waiver or relinquishment your liability to recover losses, damages and all costs incurred in relation to your non-performance and/or breaches.

12.3 **Enforceability / Severability**

This T&C shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable, in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable: -

- That term and condition shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
- If the term and condition or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this T&C shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

12.4 Alteration or Amendments to the T&C

- We reserve the right to make changes to our policies, and this T&C from time to time. We may change any and/or all aspects of Services provided by the Site and/or Platform at any time and without notice. Nothing in this T&C will constrain how we operate our business. You shall be responsible to check if any such alterations and/or amendments from time to time before you use our Services or make any order and/or purchase any products from us. You shall be subject to the policies and T&C in force at the time you use and access our Services, and order and/or purchase any products from us.
- In the event that such alteration constitutes a material change to our terms and conditions, we will notify you by posting a notification via your email address registered with us. Usage of the Platform or Services by you following such notification constitutes your acceptance of the revised terms and conditions.
- What constitutes a “material change” will be determined at our sole discretion, in good faith and using common sense and reasonable judgment.
- If any part of this T&C is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.