Terms and Conditions

Version 1.0 (as of 21/03/2025)

Article 1 (Purpose)

The purpose of this agreement, any documents and/or additional terms therewith (hereinafter referred to as the “Agreement”) is to regulate the rights, obligations, and responsibilities between Riman Malaysia (hereinafter referred to as "the Company") and users when using the internet-related services (hereinafter referred to as "Service") provided by Riman Malaysia cybermall (hereinafter referred to as "Mall"). No waiver of any of the provisions of the Agreement shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

- **Note:** If you are a current or former Planner or use the Mall to register as a Planner, you are also bound by the Policy & Procedure and any other documents applicable to Planner (hereinafter referred to as the “Policy & Procedure”). For the avoidance of doubt, in the event of a conflict or inconsistence between the Agreement and Policy & Procedure, Policy and Procedure shall prevail.

Article 2 (Definitions)

The terms used in this agreement are defined as follows:

1. "**Mall**" refers to the virtual business place established by the Company to provide goods or services to users using information and communication equipment and also refers to the operator of the cybermall.
2. "**Service**" refers to all internet-based services provided by Mall, including User’s use of the Mall and purchasing and using Riman Malaysia goods and/or service as stipulated in the Article 4.
3. "**User**" refers to both members and non-members who access the Mall and use its services in accordance with this Agreement.
4. "**Member**" refers to a person who has registered with Mall, by providing personal information and can continuously receive information and use Services from the Mall.
5. "**Non-member**" refers to a person who uses Mall's services without registering as a Member.

Article 3 (Specification, Explanation and Revision of Terms and Conditions)

1. The Company shall display the content of this Agreement, as well as the documents and the information necessary to operate the Mall and maintain the Services, including business location address and contract information to handle consumer complaints), the person in charge of personal information protection, in a manner that users can easily see on the front page of the cybermall. However, the contents of the terms and conditions can be viewed through a linked screen.
2. The Mall may revise these terms and conditions within the scope that does not violate applicable

laws of Malaysia.

3. When the Mall revises the Agreement, it shall publish the effective date and reason for revision, and post the revised terms thereof along with the current terms and conditions on the Mall.

4. Users who do not agree with the revised terms may request to withdraw their membership. For the avoidance of doubt, unless the User disagrees expressly by the application date of the revised terms, it will be deemed to have agreed such terms.

5. For matters not specified in the Agreement and the interpretation thereof, Consumer Protection Act 1999, Direct Sales and Anti-Pyramid Scheme Act 1993, Personal Data Protection Act 2010 and the respective relevant subsidiary legislation, etc., and other relevant laws or commercial practices shall apply.

6. The provisions of the Malaysian Sale of Goods Act 1957 are expressly excluded from this Agreement.

Article 4 (Provision and Change in Service)

1. The Mall offers and provides the Service to the User, including:

    i. Providing information on goods or services and conclusion of purchase contracts.

    ii. Delivering goods or services for which a purchase contract has been concluded.

    iii. Other tasks determined as the Service by the Mall, if any.

2. The Mall has the right to change the quality, specifications, and/or any conditions of the Service applicable to the future transaction, at any time in its sole discretion. For changes to the Service that the Company considers to be material, it will be posted as a notice on the Mall.

3. If the Mall changes the contents of the service it has agreed to provide to the User, it shall notify the User of such changes and explain the reasons for these changes.

4. Notwithstanding any other provisions herein, the User is and will remain solely responsible for the purchase, connection, installation, loading, operation and maintenance of any hardware, software, telephone, cable or other service, and the internet access service to its computer and for all related costs. The User shall be solely responsible for scanning its hardware and software for computer viruses, malware and other related problems before use. The User hereby agrees that it shall be solely liable for any errors or failures relating to the malfunction or failure of its hardware or software in connection with the use of the Mall and/or the Services.

Article 5 (Suspension of Service)

1. The User hereby acknowledges that, to the extent permissible by applicable laws, the operation of the Mall and/or the provision of the Services may be suspended temporally without prior notice to user, due to maintenance, repair, replacement or failure of equipment and/or any other reasons, including impediment by the third-party.

2. If the Mall cannot provide services due to any reason, including but not limited to, a change in

business type, business termination, or merger with another company, it shall notify the user within a reasonable period of time.

Article 6 (Membership and Registration)

1. The User hereby acknowledges that certain areas of the Mall may require registration, or may otherwise ask you to provide information to participate in certain features orto access certain content. The decision to provide the User's information is purely voluntary and optional, provided; however, if the User elects not to provide such information, certain content or feature of the Mall and/or the Services may not be accessible.
2. The User may apply for membership by agreeing to this Agreement and any other documents necessary for use of the Mall and Service, and completing the membership registration process provided by the Mall. By applying membership, the User agrees to accept its responsibility, **including but not limited to the obligation of the User stipulated in Article 20 hereof,** for all activities that occur under its account, email, or password, if any, and agree not to sell, transfer, assign or dispose in any kind its membership, an membership rights or any Mall issued email address or e-card/e-message functionality, if any.
3. The Mall shall register as a member any applicant who does not fall under the following categories:
    i. Applicants who have previously lost their membership status under Article 7, unless three years have passed since the loss and the Mall approves re-registration.
    ii. Applicants who provide false, omitted, or incorrect information in their registration.
    iii. Minor, under the laws of Malaysia.
    iv. Any other reasons where registering such an applicant as a member would be inappropriate for operating the Mall or providing the Services.
4. The membership is deemed established when the Mall's approval is communicated to and received by the Member.
5. Members must immediately notify the Mall of any changes in their registered information via webpage of the Mall, email or other means instructed by the Company. Members hereby accept that it shall be solely responsible for any and all consequences arising from the failure to provide such immediate notice.

Article 7 (Withdrawal of Membership and Disqualification, etc.)

1. Any Member may request withdrawal from the Mall at any time. The Mall shall take the appropriate procedure upon such request and may require an additional action to the Member for withdrawal of its membership, if necessary.
2. If a Member falls under any of the following, the Mall, without the prior notice, shall have the right to restrict or suspend their membership:
    1. Registration with false information at the time of application.

2. Failure to pay for the Service, or other obligations related to the Mall use by the due date.
3. Interfering with others' use of the Mall or misusing their information.
4. Using the Mall and/or the Service for acts prohibited by any applicable law, this Agreement, or public order and morals.
5. Users subject to certain sanctions under the Company's regulations or guidelines.

3. If the same behavior is repeated twice or more, or the reason for restriction or suspension has not been corrected or remedied, in the Company's opinion, within thirty (30) days after restriction or suspension, the Mall may terminate the membership immediately.

Article 8 (Notification to Members)

1. The Mall may notify Member via email address designated by the Member at the time membership registration.
2. For notifications to an unspecified number of members, the Mall may post on the Mall's bulletin board or any other section thereon, which shall be deemed individual notification.

Article 9 (Purchase Application and Consent to Provide Personal Information, etc.)

1. Users may purchase the Service on the Mall though the following (or similar) procedure:
   i. Search and selection of goods or services.
   ii. Input of the necessary information for the fulfillment of the Service, such as the recipient's name, address, phone number, email address, mobile number, etc.
   iii. Consent to the Agreement and any other conditions to using the Mall and the Services, including any restriction to cancellation rights, shipping fees, installation fees, etc.
   iv. Application for purchase of goods or services and confirmation or Mall's confirmation thereof.
   v. Selection of payment method.
2. In the event that the User's personal information shall be provided to a third party for the fulfillment of the Service, the Mall shall inform the User of the recipient, purpose of use, information items, and retention period, and obtain consent. Detailed information as per processing, management and treatment of personal information would be stipulated in "Privacy Policy" available on the Mall.

Article 10 (Purchase Contract Formation)

1. The Mall may refuse purchase applications, at its sole discretion, for any reason which it considers inappropriate to proceed, including but not limited to following:
   i. If the applicant is a minor;
   ii. If the application contains false, omitted, or incorrect information; or

iii. Other reasons where approval would cause significant difficulties for the Mall.

2. The purchase contract is deemed to be established when the Mall's approval reaches the User in the form of a confirmation notice under Article 12 (hereinafter referred to as the “Purchase Contract”).

Article 11 (Payment Method)

Payment methods for the Service purchased on the Mall include the following:

1. Payments via prepaid cards, debit cards, credit cards, etc.
2. Payments using points or mileage provided by the Mall;
3. Other electronic payment methods, as instructed by the Company or the Mall.

Article 12 (Confirmation Notice, Change, and Cancellation of Purchase Contract)

1. A confirmation notice will be sent to the user when a purchase application has been received by the Mall. Upon receiving the confirmation notice, the Purchase Contract has been made between the Mall and the User.
2. In the event that the User requests changes or cancellations immediately after the Purchase Contract due to discrepancies, the Mall may process such requests promptly before shipping, except in cases where payment has already been made - in such case, please refer to Article 15 on cancellation.

Article 13 (Supply of Goods, etc.)

1. The Mall shall take necessary actions such as order processing and packaging to deliver the Services within the period as specified on the individual product page of the Mall.
2. The Mall shall follow the delivery methods, costs, and periods, and compensate for damages (if any) as specified on the individual product page.

Article 14 (Refund)

If the Mall cannot deliver the products due to stock shortages, etc., it shall notify the User and take necessary actions.

Article 15 (Cancel the Purchase Contract, etc.)

Subject to applicable laws, in the event that the User requests to cancel its Purchase Contract or reject the products/goods, the Mall shall proceed with the necessary refund procedure stipulated under Consumer Protection Act 1999, and Direct Sales and Anti-Pyramid Scheme Act 1993.

[EXCEPTIONS] For the avoidance of doubt and to the extent permissible under applicable laws, the User shall not have the right to cancel the Purchase Contract, and the Mall shall have no responsible for and may reject the User's such request, in the Mall's opinion, in one of the following events:

1. When the goods are lost or damaged.
2. When the value of the Service has significantly decreased.
3. When the goods can be reproduced with the same functionality, and the original packaging of the goods has been damaged.
4. Where the right is not exercised within a reasonable time (i.e. a period from the time of the supply of the goods within which it would be reasonable to expect the defect to become apparent having regard to (a) the type of goods; (b) the use to which a consumer is likely to put the goods; (c) the length of time for which it is reasonable for the goods to be used; and (d) the amount of use to which it is reasonable for the goods to be put before the defect becomes apparent.
5. When the goods have been disposed of.
6. When the goods were damaged after delivery to the consumer for reasons not related to their state or condition at the time of supply.
7. The services supplied under the contract is merely incidental to the supply of the goods.
8. In the case of a Planner, when they have excessively stocked goods by falsely reporting inventory retention to the Company and/or the Mall.

Article 16 (Effects of Cancellation, etc.)

1. For credit card or electronic money payments, the Mall shall request the payment provider to stop or cancel charges, subject to any cancellation charges which shall be borne to the User.
2. Unless otherwise agreed by the Company/Mall and the User, or permitted by the applicable laws, the User hereby acknowledges and agrees that cancellation of Purchase Contract is sole and voluntary decision of the User, therefore any and all costs and expenses arising from the cancellation of Purchase Contract are borne by the user and shall not claim any payments,

penalties, damages and/or any kind of compensation to the Company, the Mall or any other third parties.

Article 17 (Collection of Personal Information)

The Mall may collect personal information of the User only to the extent necessary for use of the Mall and the provision the Service. Detailed information as per processing, management and treatment of personal information would be stipulated in "Privacy Policy" available on the Mall.

Article 18 (Obligations of the Mall)

1. The Mall shall not recommend, solicitate or engage in any activities prohibited by the Agreement and applicable laws.
2. The Mall shall take reasonable security measures for the stable operation of the Mall, the efficient provision of the Service and the protection of the User's personal and credit information.

Article 19 (Obligations to Member ID and Password)

Members are responsible for managing their ID and password. ID, password, or any other piece of information chosen by the Member or provided to the Member as part of the Mall's security procedures must be treated as confidential, and the Member shall not disclose it to any other person or entity. The Member exercise caution when accessing its account from a public or shared computer so that others are not able to view or record ID, password, or other security information. The Member hereby agrees not to provide any other person with access to the Mall or portions of it using its ID, password, or other security information and notify the Mall immediately of any unauthorized access to or use of its ID, password or any other breach of security.

Article 20 (Obligations of Users)

The Users shall not:

1. Register false information during application or changes of membership;
2. Use, access, modify, delete, or otherwise alter in any form, or attempt thereto, others' information in any form, including but not limited to, ID, password, security information, account details, payment information or any other confidential or proprietary information by nature;
3. Modify, delete, or otherwise alter any content or information posted on the Mall, or attempt thereto;
4. Transmit or post unauthorized information (e.g., programs) or attempt to circumvent and violate the security of the Mall;
5. Infringe intellectual property rights of the Mall or third parties, as stipulated in Article 22 hereof;
6. Damage the Mall or third-party reputation or interfere with their operations;

7. Post indecent, violent, or immoral content on the Mall;
8. Violate any laws and/or Company's regulations or guidelines.

Article 21 (Relationship Between Connecting Mall and Connected Mall)

1. Upper Mall and lower Mall connected via hyperlinks (e.g., text, images, videos) are called “Connecting Mall” and “Connected Mall”, respectively.
2. In the event that the Connecting Mall states that it is not liable for transactions independently offered and operated by the Connected Mall, the Connecting Mall shall not bear any liability for those transaction.

Article 22 (Ownership of Copyright and Restrictions on Use)

The Mall and all of the content it contains, or may in the future contain, including but not limited to articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips, and advertising copy, as well as the trademarks, copyrights, logos, domain names, code, trade names, service marks, patents, and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (collectively, the "Material") are owned by or licensed to the Mall or other authorized third parties and are protected from unauthorized use, copying, and dissemination by copyright, trademark, publicity, and other laws and by international treaties.

Unless expressly permitted in writing by the Mall, the User shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part any of the Material. Nothing contained in this Agreement or on the Mall should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Material in any manner without the prior written consent of the Mall or such third party that may own the Material or intellectual property displayed on the Mall.

Unauthorized use, copying, reproduction, modification, publication, republication, uploading, framing, downloading, posting, transmitting, distributing, duplication, or any other misuse of any of the Material is strictly prohibited. The Mall's name, trademarks, logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Mall or its affiliates or licensors. The User must not use such marks without the prior written permission of the Mall. Other names, logos, product and service names, designs, images, and slogans mentioned or appearing on this Mall are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of legislation and could subject the infringer to legal action.

Any use of the Material other than as permitted by this Agreement will constitute a violation of this Agreement and may constitute copyright and/or patent infringement. The User agrees not to use the Material for any unlawful purposes and not to violate the Mall's rights or the rights of others. The User agrees not to interfere or permit any third party to interfere with the normal processes or use of the Mall by other users, including, without limitation, by attempting to access administrative areas of the Mall. The User is advised that the Mall will aggressively enforce its rights to the fullest extent of the law. The Mall may add, change, discontinue, remove, or suspend any of the Material at any time, without notice

and without liability.

RIMAN Malaysia, its logo, and the name of the products produced, marketed, sold, or distributed by RIMAN Malaysia are trademarks and/or service marks of RIMAN Malaysia, or its affiliates. All other trademarks, service marks, and logos used on the Mall or other offerings are the trademarks, service marks, or logos of their respective owners.

The User shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Material on the Mall, in any form or medium whatsoever except:

i. The User's computer and browser may temporarily store, or cache copies of materials being accessed and viewed;

ii. A reasonable number of copies for personal use only may be printed, keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever;

iii. One single User copy may be downloaded with any proprietary notices intact, for personal, non-commercial use, conditional on the User's agreement to be bound by the Mall's end-user license agreement for such downloads;

iv. In the event social media platforms are linked to certain content on the Mall, the User may take such actions as the Mall and such third-party social media platforms permit.

The User is not permitted to modify copies of any materials from this Mall, nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Mall. The User must not access or use for any commercial purposes any part of the Mall or any services or materials available through the Mall.

If the User prints off, copies, or downloads any part of the Mall in breach of the Agreement the User's right to use the Mall will cease immediately, and the User must, at the Mall's option, return or destroy any copies of the materials made. The User has no right, title, or interest in or to the Mall or to any content on the Mall, and all rights not expressly granted are reserved by the Mall. Any use of the Mall not expressly permitted by the Agreement is a breach of the Agreement and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

Article 23 (Disclaimer of Warranties, etc.)

To the fullest extent permissible by applicable laws, the User understands and agrees that the Mall and all material and intellectual property contained on it are distributed "as is", "as available", "with all faults" and without warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability, non-infringement, or fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage of trade. some jurisdictions do not permit the exclusion of implied warranties, so the above exclusion may not apply to the User.

Neither the Mall nor its parent, subsidiaries, affiliates, or their respective directors, officers, employees,

agents, service providers, contractors, licensors, licensees, suppliers, or successors make any warranty, representation, or endorsement with respect to completeness, security, reliability, suitability, accuracy, currency, or availability of the Mall or its contents. Without limiting the foregoing, neither the Mall nor its parent, subsidiaries, affiliates or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors represent or warrant that the Mall, its content, or any services or items found or attained through the Mall will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Mall or the server that makes it available are free of viruses or other harmful components.

The Mall cannot and does not guarantee or warrant that files or data available for downloading from the internet or the Mall will be free of viruses or other destructive code. The User is solely and entirely responsible for the User's use of the Mall and the User's computer, internet, and data security. To the fullest extent provided by law, the Mall will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing, or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect the User's computer equipment, computer programs, data, or other proprietary material due to the User's use of the Mall or any services or items found or attained through the Mall, or to the User's downloading of any material posted on it, or on any mall linked to it.

To the fullest extent permissible under applicable laws, the User agrees that the Mall and its parents, affiliates, subsidiaries, licensors, and assigns, and each of their respective employees, officers, and directors (collectively, the "Released Parties"), are not liable to the User for damages of any kind, whether based in tort, contract, strict liability, or otherwise, including, without limitation, any direct, special, indirect, incidental, consequential, or punitive damages (including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data) arising or resulting in any way from or in connection with the Mall, the offerings, the user forums, the material, or any errors or omissions in its technical operation or the material, even if the Mall has been advised of the possibility of such damages, whether caused in whole or in part by negligence, acts of god, telecommunications failure, theft or destruction of, or unauthorized access to, the Mall or its related information or programs.

The Mall makes no representation or warranty whatsoever regarding the completeness, accuracy, currency, or adequacy of any information, facts, views, opinions, statements, or recommendations contained on the Mall, in any offering, and/or the material. reference to any product, process, publication, or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer, or otherwise does not constitute or imply its endorsement or recommendation by the Mall. Views and opinions of users of the Mall do not necessarily state or reflect those of RIMAN Malaysia users are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice, or content available at the Mall.

The internet may be subject to breaches of security. The Mall is not responsible for any resulting damage to any User's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure, or any other technical or other malfunction. The User should also be aware that email submissions over the internet may not be secure, and the User should consider this before submitting any information to anyone over the internet. The Mall makes no representation or warranty whatsoever regarding the suitability, functionality, availability, or operation of the Mall.

Article 24 (Indemnification)

By using the Mall, the User agrees to indemnify, defend, and hold the Released Parties harmless from and against any third-party claims, alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense, including, without limitation, reasonable attorneys' fees, arising out of or relating to: the User's breach of the User's representations, warranties, covenants, or agreements hereunder; the User's violation of this Agreement or any law; the User's use of the Mall and/or the Material (defined Article 23 hereof) in violation of this Agreement; information or material posted or transmitted through the User's computer or membership or distributorship account, even if not submitted by the User, that infringes any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or defames any person; any misrepresentation made by the User; and/or the Mall's use of the User's information.

The User will cooperate as fully and as reasonably required in the Mall's defense of any claim. The Mall reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, and the User shall not in any event settle any such matter without the Mall's written consent, subject to Article 23 hereof.

Without limiting the foregoing and notwithstanding any losses that you may incur and to the maximum extent permitted by applicable law, the entire liability of the Mall under any provision of or otherwise in connection with this Agreement and your exclusive remedies for all of the foregoing shall be limited to)

Article 25 (Jurisdiction and Applicable Law)

1. This Agreement shall be governed by and construed in accordance with the laws of **Singapore**.
2. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce for the time being in force three arbitrators appointed in accordance with the said Rules. The legal seat of the arbitration shall be **Singapore**, but the hearings shall take place in Singapore. The language of the arbitration shall be English. The arbitration award shall be final and binding on both Parties.

Article 26 (Stamp Duty)

Any stamp duty payable in respect of this Agreement and penalties for the non-payment thereof (if any) shall be borne by the User.