

Refinin' Online Store - Terms of Use

Last Updated: 26 July 2020

These are the terms of use and sale (the “**Terms**”) for your use of the sites owned, controlled and managed by Refinin' Enterprise.

You may be accessing the Site from a computer or a mobile device. These Terms govern your use of this Site and your conduct, regardless of the means of access. You may be using our interactive services (“**Interactive Services**”), such as our Ratings & Reviews (the “**RR Service**”) and any services which Refinin' may introduce from time to time. These Terms shall govern your use of the interactive services.

We may engage with you on third party sites including social media webpages where we post content or invite your feedback, such as <https://www.facebook.com/refinindotcom>, <https://www.instagram.com/refinindotcom>, <https://twitter.com/refinindotcom> (“**Social Sites**”). Our Terms and other areas of our Site provide guidelines (“**Guidelines**”) and rules and regulations (“**Rules**”) in connection with our Social Sites and Interactive Services. Refinin' does not control those Social Sites and these Terms do not apply to companies that Refinin' does not own or control, or to the actions of people that Refinin' does not employ or manage. You should always check the terms of use posted on Social Sites.

We request that you read these Terms and our Privacy Policy carefully before accessing or using our Sites, or purchasing any products on the Sites. If you have any questions in relation to browsing and shopping online with Refinin', please refer to our Frequently Asked Questions (“**FAQ**”) or contact us.

By using the Sites, you agree to these Terms, and the provisions of our Privacy Policy, FAQ, Guidelines and Rules. Refinin' reserves the right to change or modify any of the terms and conditions contained in these Terms, our FAQ, Guidelines and Rules from time to time at any time by giving you notice via the Site. Any changes or modifications to these Terms, our FAQ, Guidelines or Rules will be posted on the Site and will take effect 7 days after such posting. The Terms that will apply to any orders placed on our Sites are the Terms that apply at the time you place the order. Your continued use of the Sites following posting of any changes or modifications constitutes your acceptance of such changes or modifications. **If you do not agree with the terms of Refinin' or its changes or modifications, you must immediately cease from using the Site.** For this reason, you should frequently review these Terms of Use, our FAQ, Guidelines and Rules and any other applicable policies, including their dates, to understand the terms and conditions that apply to your use of the Site.

- **INTELLECTUAL PROPERTY**

1.1 You may use the Site only in the manner permitted by these Terms.

1.2 All intellectual property rights (including, without limitation, copyright, trademarks, patents, design rights, and all other forms of intellectual property rights existing in the world) in the Sites are owned by or licensed to Refinin' and its affiliates. Nothing in this Term constitutes a transfer of any intellectual property rights.

1.3 Permission is granted to electronically copy and to print the terms or content of the Sites purely for personal use and for the sole purpose of placing an order with Refinin', using the Interactive Services or using the Sites as a shopping resource. Any other use of materials on the Sites including reproduction for purposes other than those permitted above, modification, distribution, republishing, transmission, display or performance without the prior written permission of Refinin' is strictly prohibited.

• ELIGIBILITY

2.1 To be able to make purchases through our Sites, you will be required to provide us with your personal details. In particular, you will be required to provide us with your name, postal address, e-mail address and/or other contact details as indicated.

2.2 The information or personal details that you provide us shall be processed in accordance with our Privacy Policy in the context of your order. When you use our Sites, you agree to the processing of your information and details, and you confirm that all information and details provided by you are true and accurate. Furthermore, when you place an order on our Site, you have to confirm that you are over the age of 18 years and are legally eligible to enter into binding contracts. If you are under 18 years of age, you may only place an order with the consent of your parent or guardian. **If you do not have consent from your parent or guardian, you must stop using the Site.**

2.3 Please note that if you do not provide us with all the information we need, you cannot place or process your order.

2.4 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any content, software, products or services contained within, on or via the Site. You may not use the Site (and any goods or services purchased on or via the Site), or any of its content, to further any commercial purpose, including, without limitation, any commercial activity on your own website, auction sites, group buying sites, social media sites or otherwise.

2.6 You agree and undertake that you shall not:

1. access or use the Site or any Interactive Services for any illegal purpose or in violation on any applicable laws. You agree that you shall access and use the Site or any Interactive Services in good faith;
2. attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Sites or the Interactive Services; or
3. interfere with another user's utilization and enjoyment of the Site or the Interactive Services.

• **PRODUCT INFORMATION**

3.1 All material and information relating to products presented by Refinin' on the Sites is intended to be used for personal educational or informational purposes only. **The statements made about the products have not been evaluated by any government body.**

3.2 If any minor uses any products or goods purchased through the Site, it should be only after the parent or legal guardian has discussed the product with the minor.

3.3 The product statements are not intended to diagnose, treat, cure or prevent any condition or disease. References to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Refinin'. Product claims or descriptions on this website have been provided to us by relevant brand owners or pursuant to customers review and Refinin' has not independently verified such claims or descriptions.

3.4 All products should be used strictly in accordance with their instructions, precautions and guidelines. You should always check the ingredients for products to avoid potential allergic reactions.

3.5 Use of our Site is not meant to serve as a substitute for professional medical advice; these Sites are solely online stores for specialty beauty products. Please consult with your own physician or health care practitioner regarding the use of any goods, products or information received from the Site before using or relying on them. Your physician or health care practitioner should address any and all medical questions, concerns and decisions regarding the possible treatment of any medical condition. Refinin' does not give or intend to give any answers to medical related questions and this Site do not replace any medical professional or medical resource. Refinin' does not represent itself as a physician nor is this implied. No prescription medications or medical treatments are intentionally provided on the

Site. If you are in need of medical attention, call emergency services or your physician immediately.

3.6 While Refinin' has tried to accurately display the colours of products, the actual colours you see will depend on your display monitor or screen and may not be accurately rendered.

3.7 While we try to provide an accurate description of the products, we do not warrant that the descriptions, colours, information, pricing, promotions or other content available on the Sites is accurate, current or free from error. Refinin' may correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice, including after you have submitted your order.

3.8 In the event that the product you receive is defective or incorrect, do go over our Returns and Refunds page as those terms shall apply.

- **CONTRACT FORMALISATION**

4.1 The information set out in these Terms and the details on the Sites do not constitute an offer for sale, but rather an invitation to treat. Your order constitutes your offer to us to purchase one or more items from us. No contract in respect of any products shall exist between Refinin' and you until your order has been accepted by us, evidenced by your receipt of a Shipping Confirmation e-mail from us. This is irrespective of whether or not funds have been deducted from your account. Please note that if we do not accept your offer or are unable to proceed with the transaction and funds have already been deducted, they will be fully refunded back to you.

4.2 If you wish to place an order with us, you must follow the online purchasing procedure. Once you have added the products you wish to purchase to your bag on the Sites, click on "Secure Checkout" and provide the necessary details (as indicated) to us to submit your order. Once you have done so, you will receive an email from Refinin' notifying you of our receipt of your order ("**Order Confirmation**"). **Please note that this does not mean that your order has been accepted.**

4.3 All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the item has been dispatched ("**Shipping Confirmation**"). The contract for the sale and purchase of an item between you and Refinin' ("**Contract**") will only be formed when we send you the Shipping Confirmation. The Contract will relate only to those items whose dispatch we have confirmed in the Shipping Confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of

those items has been confirmed in a separate Shipping Confirmation. These Terms, the Rules, Guidelines and our Privacy Policy form a part of the Contract.

4.4 Any typographical, clerical or other error or omission in any acceptance, invoice or other document on our part shall be subject to correction without any liability on our part.

- **PRICE AND PAYMENT**

5.1 Prices shown on the Sites are in Malaysian Ringgit (RM) and are inclusive of GST, but do not include any applicable shipping or delivery fees. Delivery fees will be charged where applicable and will be included in the order total upon checkout. Prices or shipping are subject to change effective immediately upon posting of such price changes to the Sites or other form of notification.

5.2 The price of products will be as stipulated at all times on our Sites, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will notify you as soon as possible and give you the option of confirming your order at the correct price. If Refinin' is unable to contact you, your order may be cancelled and the amount paid by you will be refunded in full.

5.3 You may pay for your purchases using a credit card (including, but not limited to, Visa, Mastercard or American Express) or **online bank transfer** (where applicable). Credit card payments are subject to verification and authorization by the card issuer. If the issuer does not authorize payment, Refinin' shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

- **DELIVERY**

6.1 The products displayed on the Sites can be ordered and delivered within Malaysia only. Please refer to our FAQ page if you need more information on the various delivery options that Refinin' offers.

6.2 Subject to the availability of the products you have ordered, Refinin' will endeavour to deliver the order consisting of the product(s) listed in each Shipping Confirmation by the date indicated in the Shipping Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method.

6.3 Nevertheless, you may occasionally experience delays in delivery for reasons such as a high volume of orders being received by Refinin' during sale periods, holidays or the occurrence of unforeseen circumstances.

6.4 If we are unable to comply with the delivery date for any reason whatsoever, we will inform you and we will give you the option to continue with the purchase and establish a new delivery date. Please note that in any case, our couriers do not deliver on Saturdays, Sundays or public holidays.

6.5 For the purpose of these Terms, a “delivery” shall be understood to have taken place or the order deemed “delivered” as soon as you or a third party indicated by you acquires physical possession of the products, which will be evidenced by the signing of the receipt of the order at your chosen delivery address.

- **INABILITY TO DELIVER**

7.1 There is no re-delivery fee. If we attempt to deliver your order, but you are not present to receive it, our courier partner will contact you to arrange a re-delivery at a suitable time. If our partners are unable to reach you after multiple attempts, your package will be returned to Refinin’s warehouse. Once it’s returned to Refinin’ warehouse and you would like it to be shipped back to you, then you’ll be charged for a new delivery fee.

- **RETURNS AND REFUNDS**

8.1 Do check our Returns & Refund page more info on this

- **TITLE AND RISK**

9.1 Risk of damage or loss of the products shall pass to you at the time of delivery, or, if you wrongfully fail to take delivery of the products, at the time when Refinin' has tendered delivery of the products.

9.2 Notwithstanding delivery and the passing of risk in the products or any other terms in these Terms, the property in the products shall not pass to you until Refinin' has received in cash or cleared funds payment in full.

9.3 Until such time as the property in the products passes to you (and provided the products are still in existence), Refinin' shall be entitled at any time to demand you to deliver the products to Refinin' and in the event of non-compliance, Refinin' reserves its right to take legal action against you for the delivery of the products and also reserves its right to seek damages and all other costs related to the recovery.

- **YOUR USE OF CONTENT ON THE SITES**

10.1 Refinin' provides the Site and the Interactive Services and all other applications and services on the Sites as a forum only. To the fullest extent permitted by law, Refinin' is not and shall not be liable for any statements, representations, or Content provided by its users in any public forum on the Sites or any Social Sites, including without limitation through the Interactive Services. Any Content, if displayed, is displayed for entertainment and informational purposes only.

10.2 More generally, Content posted via or on the Site or any Social Sites including through the Interactive Services, is not controlled by Refinin'. We cannot guarantee the accuracy, integrity or quality of such Content. You understand that by using the Interactive Services, Refinin' shall not be liable for any such Content.

10.3 To the maximum extent permitted by law, Refinin' will not be liable in any way for any Content, including, but not limited to, for (i) any errors or omissions in any Content; or (ii) any loss or damage (including, without limitation, personal injury or property damage) of any kind incurred as a result of any Content posted, emailed or otherwise transmitted via or to the Sites, Social Sites or through the Interactive Services.

10.4 You may access the Content and any other content on the Sites only as permitted under these Terms and the Privacy Policy and you agree to not engage in the use, copying or distribution of any of the Content other than as expressly provided herein.

10.5 You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use of any Content or enforce limitations on use of the Site or the Content. You may not interfere with or disrupt the Sites, or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites, including by using any device, software or routine to bypass robot exclusion headers. Refinin' reserves all rights not expressly granted in and to the Content. When using the Interactive Services, you may not disrupt the normal flow of dialogue, cause a screen to scroll faster than other users are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

• **YOUR CONTENT SUBMISSIONS**

11.1 You are solely responsible for all content that you upload, post, email or otherwise transmit via or to the Sites, through our Interactive Services or otherwise, including the submission of product ratings and reviews and all other data, profile information, documents, text, software, applications, music, sound, photographs, graphics, video, messages, forum postings, comments, questions, answers or other materials (collectively, "Content"). We will not accept Content from you unless you

are a registered user of the Site. By submitting Content to Refinin', you represent and warrant that:

1. you understand you are participating in a public forum and that your Content will be available to all other users of the Sites, the Interactive Services and potentially Social Sites;
2. you are the sole author and owner of the intellectual property and other rights thereto (or have the necessary licenses, rights, consents and permissions to use and authorize Refinin' to use all intellectual property and other rights thereto to enable inclusion and use of the Content in the manner contemplated by the Sites and these Terms);
3. all "moral rights" that you may have in such Content have been voluntarily waived by you and you do not require that any Personal Data be used in connection with the Content that you submit, or any derivative works of or upgrades or updates thereto; and
4. You understand that your Content may be utilized and distributed by Refinin' in its marketing materials, including but not limited to, on the Sites, in Refinin' emails, on social channels, and in store materials.

11.2 You also represent and warrant that any Content you submit:

1. is not false, inaccurate or misleading;
2. does not harm minors;
3. does not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity;
4. does not violate any obligations you may have with respect to such Content under any law or under contractual or fiduciary relationships (such as, but not limited to, insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
5. does not violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
6. is not, or would not reasonably be considered to be, unlawful, harmful, defamatory, libelous, vulgar, obscene, invasive of another's privacy, hateful, racially or religiously biased or offensive, abusive, tortious, threatening or harassing to any individual, partnership or corporation;
7. is not submitted for compensation or other consideration from any third party;
8. does not include any information that references other websites, addresses, e-mail addresses, contact information or phone numbers;
9. complies in all respects with these Terms, our Privacy Policy and all Guidelines and Rules;
10. will not expose Refinin' to any civil or criminal proceedings in any part of the world;
11. may be used by Refinin' for the purposes and in the manner set out in Clause 11.5 and will not require further licenses from, or infringe any intellectual property or other rights of, any third party;

12. is not unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; and
13. does not contain any computer viruses, worms or other potentially damaging computer programs or files.

11.3 Refinin' does not endorse any Content or any opinion, recommendation or advice expressed therein, and Refinin' disclaims all liability with respect to the Content. Content including reviews featured on the Sites are from Refinin's global client database.

11.4 If your Content includes ideas, suggestions, documents or proposals to Refinin' through the Interactive Services:

1. such Content is not confidential or proprietary and Refinin' has no obligation of confidentiality, express or implied, with respect thereto;
2. Refinin' may have something similar to that Content already under consideration or development; and
3. you are not entitled to compensation, payment or reimbursement of any kind for such Content from Refinin' under any circumstances unless you are otherwise notified by Refinin' in writing.

11.5 For any Content that you submit, you grant Refinin' and its affiliates and related entities a worldwide, perpetual, irrevocable, royalty-free, sub-licensable and transferable right and license to use, reproduce, communicate, distribute, copy, modify, delete in its entirety, edit, adapt, publish, translate, publicly display, publicly perform, use, create derivative works from and/or sell and/or distribute such Content and/or incorporate such Content into any form, medium or technology whether now or hereafter known throughout the world without compensation to you. This license will survive the termination of these Terms and your use of the Sites.

11.6 All Content that you submit is not confidential and may be used at Refinin's discretion. Refinin' may or may not pre-screen Content. However, Refinin' and its designees will have the right (but not the obligation) in their discretion to pre-screen, change, condense or delete any Content on the Sites. In particular, Refinin' and its designees will have the right to remove any Content that Refinin' deems, in its discretion, to violate the Guidelines, or any other provision of these Terms or is otherwise objectionable.

11.7 Ratings, written comments, questions and answers are generally posted within 2 to 4 business days. However, Refinin' reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not Refinin', are responsible for the contents of any Content you submit. None of the Content that you submit shall be subject to any obligation of confidence on the part of Refinin', its agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees.

11.8 You agree that Refinin' may in its sole discretion and without notice remove, withdraw or discard any Content for any reason, including without limitation where Refinin' has determined that any Content has violated or is inconsistent with the Terms.

- **YOUR ACCOUNT**

12.1 You must be at least 18 years of age to become a registered member. You may make a purchase through our Site without creating an account, however, you may not have access to certain services including the Interactive Services without an account.

12.2 You agree that you shall only submit or provide any information which is accurate and true, and that you will keep the information provided up-to-date. Further, you agree that you shall not misuse the Site by creating multiple Beauty Pass membership accounts.

12.3 On account registration at our Site, you will need a password for your account. You are responsible for ensuring your account details including your password remain confidential, current, complete and accurate. You are responsible for all activities that occur under your account and/or password (authorised or not) as if such activities were carried out by you. You shall notify Refinin' immediately if you become aware of or have reason for suspecting that the confidentiality of your account details including your password has been compromised or if there has been any unauthorised use of your account or if your personal information requires updating.

12.4 If you access and use the Sites on behalf of another person, you represent that you have the authority to bind that person as the principal to these Terms. To the extent that you do not have such authority, you agree to be bound to these Terms and you accept liability for harm caused by any wrongful use of the Sites or Content.

12.6 Refinin' reserves the right to suspend or terminate your account without prior notice for any reason including if these Terms are violated or if it is in Refinin's best interests to do so.

- **GUIDELINES FOR INTERACTIVE SERVICES**

13.1 We want to know what you think of the products you have tried, bought, know and love and we encourage you to use our Interactive Services. When writing a review for the RR Service, please consider the following guidelines:

1. focus on the product and your individual experience using it;
2. provide details about why you like or dislike a product;

3. all submitted reviews, comments and questions are read by our moderators and approval of your review is subject to these Terms.

13.2 You may not use our Interactive Services to impersonate any person or entity, including, without limitation, any Refinin' official or employee, or to falsely state or otherwise misrepresent your affiliation with a person or entity. You may not use the Interactive Services to collect or store personal data about other users.

13.3 As noted above and in Clause 11, Refinin' reserves the right to refuse posting a review, or to withdraw a posted review for any reason including if it violates the Rules, Guidelines or the provisions of these Terms regarding submission of Content generally.

13.4 Reviewers must be age 18 years or older at the time of reviewing. If you are under 18 years of age, you may only write a review with the consent of your parent or guardian. Submitted reviews are read by our moderators and are subject to the terms set forth in these Terms. We reserve the right not to post your review or to withdraw any posted review for any reason. Some reviews may get flagged, reviewed, and then later removed by our moderation team after previously appearing on the Sites. Your review may be excluded if it violates review guidelines or contains any of the following types of content:

1. Inappropriate comments (aggressive, threatening, trolling, etc.), profanities, discriminatory language or hate speech, or other language not suitable for the public;
2. Evidence of potential danger, injury, violence or death
3. Third party URLs (Refinin' URLs are OK) and Personal Data (including but not limited to phone numbers, addresses, email addresses, etc.);
4. Advertisements, "spam" content, references to other products, offers, or websites;
5. Any content or materials which you do not own or for which you have not secured all necessary rights;
6. Critical comments about other reviews posted on the page or their authors;
7. Discussion of medical conditions or claims of medical effectiveness outside of the stated product benefits; and
8. A review that does not apply to the actual product (e.g. customer service experience).

13.5 In addition, if you wish to share feedback with us about product selection, pricing, ordering, delivery, or other customer service issues including issues with your ratings and reviews, please contact us directly by using our chatbox on the lower right of the page. Please do not submit this feedback through a product review. Otherwise, feel free to review as many products as you wish following the guidelines above!

• **THIRD PARTY CONTENT AND THIRD PARTY WEBSITES**

14.1 Refinin' may provide content of third parties (“**Third Party Content**”) including links to the Social Sites and other third-party websites (collectively, “**Third Party Websites**”) as a service to those interested in this information. Refinin' does not monitor, approve or have any control over any Social Sites or Third Party Content and the inclusion of Third Party Content including the Third Party Websites does not imply any association or relationship between Refinin' and such third party.

14.2 Refinin' does not guarantee, endorse or adopt the accuracy or completeness of any Third Party Content or any Third Party Websites. Refinin' is not responsible for updating or reviewing Third Party Content or Third Party Websites. You use Third Party Content and Third Party Websites at your own risk. You acknowledge and agree that Refinin' is not responsible or liable for any content, advertising, products, or other materials on or available from any Third Party Websites or the availability of any content on the linked sites. You further acknowledge and agree that Refinin' shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any Third Party Websites. Third Party Content, including comments from third party users submitted to Refinin' through the Interactive Services, do not necessarily reflect the views of Refinin'.

MOBILE SERVICES

15.1 Please be aware that when you access the Sites through a mobile device, your carrier’s normal rates and fees such as text messaging fees or data charges will apply.

RESERVATION OF RIGHTS

16.1 Refinin' reserves the right to modify, discontinue or disable the Sites or any part of the Site at any time, either on a permanent or temporary basis.

16.2 Refinin' reserves the right, at any time, without notice and in its discretion, to terminate, suspend or restrict your use of the Interactive Services and the Sites and to block or prevent your future access to and use of the Interactive Services and the Site.

16.3 All provisions of these Terms that expressly survive termination or that by their nature are intended to survive such termination (including disclaimers and limitations of liability, all disclaimers of representations, warranties and conditions, and all statements recognizing Refinin' and third party intellectual property rights)

shall survive such termination.

16.4 Refinin' may access, preserve and disclose your account information and Content, including if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:

- comply with legal process;
- enforce these Terms;
- respond to claims that any Content violates the rights of third parties;
- respond to your requests for customer service or otherwise communicate with you;
- verify and process your personal or payment particulars; or
- protect the rights, property or personal safety of Refinin' (and its employees), its users and the public.

DISCLAIMER AND LIMITATION OF LIABILITY

17.1 To the extent permitted by law, Refinin' is providing the Site, their Contents and the Interactive Services on an as-is basis and makes no representations, conditions or warranties of any kind, express or implied, with respect to the operation of the Sites or Interactive Services, the information, content, materials or products, included on the Sites or as part of the Interactive Services. You should not act on any data or information posted on the Sites or Interactive Services without first independently verifying its contents.

17.2 Without prejudice to the generality of Clause 17.1, Refinin' does not make any representation or warranty:

- regarding the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the Site or the Interactive Services;
- regarding the security of any information transmitted by you or to you through the Site or Interactive Services;
- that Site or the Interactive Services will be provided uninterrupted, secure or free from errors or omissions; or
- that the Site or Interactive Services are or will be free from any computer virus, worms or other potentially malicious, destructive or corrupting computer program or file.

17.3 To the extent permitted by law, Refinin' will not be liable for any damages of any kind arising out of or in connection with the use of the Sites or the Interactive Services. This is a comprehensive limitation of liability that applies to all damages of any kind, including but not limited to direct, indirect, incidental, punitive or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

17.4 Refinin' will not be liable for any claim arising out of your incorrect or improper use of any or any goods, products or services offered by or purchased through the Sites, including use that does not comply with any product instructions or that would be otherwise unexpected or unreasonable.

17.5 Notwithstanding anything in these Terms, certain legislation, including the Malaysia Sale of Goods Act, may impose consumer guarantees or imply warranties or conditions or impose obligations upon Refinin' which cannot be excluded, restricted or modified except to a limited extent. Such legislation may, for example, impose non-excludable guarantees that goods are of acceptable quality or that services will be rendered with due care and skill (with certain remedies available to consumers for certain breaches of such guarantees). To the extent that such legislation applies, these Terms must be read subject to these statutory provisions and nothing in these Terms is intended to alter or restrict the operation of such provisions.

INDEMNIFICATION

18.1 You agree to defend, indemnify and hold harmless Refinin' (and its officers, directors, employees and third-party service providers), from all claims, demands, losses, liabilities, costs, expenses, obligations and damages of every kind, including reasonable legal fees, arising out of:

- your use of and access to the Site and the Interactive Services;
- your violation of any term of these Terms;
- a breach of your representations and warranties set forth above regarding Content;
- your violation of any law or the rights of a third party (including, without limitation, any copyright, property or privacy right); or
- any claim that any Content you submitted caused damage to a third party.

This indemnification obligation will survive the termination of these Terms and your use of the Sites and the Interactive Services.

FORCE MAJEURE

19.1 Transmissions over the Internet and electronic mail may be subject to interruption, blackout or delays due to internet traffic, or incorrect data transmission due to the public nature of the Internet. We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("**Force Majeure Events**").

19.2 Force Majeure Events shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- strike, lockout or other forms of protest;
- civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster;
- inability to use trains, ships, aircraft, motorized transport, logistics delivery or other means of transport, public or private;
- inability to use public or private telecommunications systems;
- acts, decrees, legislation, regulations or restrictions of any government or public authority; or
- failure or accident in maritime or river transport, postal transport or other type of transport.

19.3 It shall be understood that our obligations deriving from Contracts are suspended during the period in which a Force Majeure Event remains in effect and we may require an extension of the period to fulfill these obligations.

ENQUIRIES

20.1 The enquiries that you send to us must be sent preferably through our Chat box. We shall be deemed to have received such enquiry only upon receipt.

20.2 We may send you a response by e-mail you provided us when placing the enquiry. For email notifications, you shall be deemed to have received the notice on the date of e-mail transmission.

PRIVACY

21.1 By submitting your email address in connection with your account, you agree that Refinin' and its third-party service providers may use your email address to contact you about your Refinin' account or Content you have submitted to the Site, including the Community, or for other administrative purposes and for any other purpose permitted or required by law. Refinin's **Privacy Policy** provides further detail on the manner in which Refinin' may collect and use Personal Data about you, including any information you supply in connection with your use of these Sites and participation in the Community.

WAIVER

22.1 Refinin''s failure to enforce these Terms shall not constitute a waiver of these Terms, and such failure shall not affect the right later to enforce these Terms. We would still be entitled to our rights and seek remedies in any other situation where you breach these Terms.

SEVERABILITY

23.1 If at any time any clause or provision of these Terms shall be or shall become illegal, invalid or unenforceable in any respect, it shall be severed or modified to the extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or provision shall be deemed deleted. The legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired by any such modification or severance, and shall continue in force as if such illegal, invalid or unenforceable clause or provision was severed from these Terms.

ENTIRE AGREEMENT

24.1 These Terms and Privacy Policy, read with the Contract constitutes the entire agreement between Refinin' and you, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and undertakings between you and us, whether written or oral, relating to this subject matter.

RIGHTS OF THIRD PARTIES

25.1 A person or entity who is not a party to these Terms shall have no right under the Malaysia Contracts (Rights of Third Parties) Act or any similar legislation in any jurisdiction to enforce any of these Terms.

FRAUD PROTECTION PROGRAM

26.1 As part of our order processing procedures, we screen all received orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If such is the case, we may reject your order or our Customer Service department may call you at the phone number you provided or contact you via your e-mail address to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

26.2 Refinin' reserves the right to conduct transaction verification processes, decline or cancel your order, reduce the quantity of your order and/or terminate your account without prior notice if these Terms are violated. You may receive a callback or email from our Customer Service conducting transaction verification related to an order.

GOVERNING LAW

27.1 These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall

be governed in accordance with the law of Malaysia, without giving effect to any principles of conflict of laws.

27.2 You agree that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.