

**SPECIFIC TERMS: CONSUMER TERMS AND CONDITIONS**

20200601

WELCOME!

THE CONSUMER TERMS AND CONDITIONS (“**CONSUMER TERMS**”) IS INCORPORATE INTO AND FORMS PART OF THE TERMS OF USE, THUS BINDING ON YOU.

THE PLATFORM AND SERVICES IS PROVIDED TO YOU ON AN ‘AS IS’ BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND OUR LIABILITY TO YOU IN CONNECTION WITH YOUR ACCESS AND/OR USE OF THE PLATFORM AND SERVICES IS VERY LIMITED. IT IS, THEREFORE, IMPORTANT THAT YOU READ THE TERMS OF USE CAREFULLY BEFORE ACCESSING AND/OR USE THE PLATFORM AND/OR SERVICES. BY ACTUALLY REGISTERING AN ACCOUNT WITH US, ACCESSING AND/OR USING THE PLATFORM AND/OR SERVICES, YOU UNDERSTAND AND AGREE THAT WE WILL TREAT THAT YOU ARE AGREEIGN TO BE BOUND BY THE TERMS OF USE IN ITS ENTIRETY FROM THAT POINT ONWARDS.

IF AT ANY TIME YOU DO NOT ACCEPT ANY OR ALL OF THE TERMS OF USE IN ITS ENTIRETY, YOU SHOULD IMMEDIATELY DISCONTINUE THE ACCESS AND/OR USE OF THE PLATFORM AND/OR SERVICES.

DO TAKE NOTE THAT IF YOU PARTICIPATE IN ANY CONTEST, YOU SHALL COMPLY WITH THE CONTEST TERMS AND CONDITIONS SET OUT IN THE WEBSITE.

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 Definitions.

All the capitalised words used in this Consumer Terms will have the same meaning ascribed to it in the Terms of Use. You can thus rely on the same definitions unless we provide you with different definitions here to cater for the use of this Consumer Terms. In such a case, you can rely on the definitions provided in the Consumer Terms.

“Account”	means an account opened by you with us to access and/or use the Services.
“Claim”	means any suit, claim, action, proceeding or investigation.
“Consequential Loss”	means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of use of our Platform and/or Service, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).

<p>“Force Majeure Event”</p>	<p>means any of the following events or circumstances that are beyond our control to the extent that such events or circumstances delay or make impossible to perform any of our duties and obligations or cause us to breach a representation, warranty or obligation under this Agreement:</p> <ul style="list-style-type: none"> <li>(a) acts of God including, without limitation, volcanic activity, tornadoes, hurricanes, floods, sinkholes, landslides, earthquakes and tsunamis;</li> <li>(b) any acts, orders, decisions or decrees of any Appropriate Authority which materially affect our ability to perform our obligations under this Agreement;</li> <li>(c) enactments of, changes in or the enforcement of any Laws (including any changes in the application or interpretation thereof) that materially affect our ability to perform its obligations under this Agreement;</li> <li>(d) political unrest, geopolitical tensions, strikes, lockouts, riots, acts of war, war (declared or undeclared), full or partial lockdowns of cities, travel bans, acts or threatened of terrorism, global health emergency, pandemics, epidemics; or</li> <li>(e) anything else outside our control.</li> </ul>
<p>“Indemnified Party”</p>	<p>means, us, our directors, shareholders, Personnel and/or Affiliate.</p>
<p>“Kiple” or “we” or “us” or “ours”</p>	<p>means Kiple Sdn Bhd (1208256-A) and its Affiliate.</p>
<p>“Losses”</p>	<p>means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.</p>
<p>“Other Person”</p>	<p>means your family, friend, visitor, licensee, tenant, and/or any person who access and/or use the Platform and/or Services through your Account, whether or not you allow or authorise them to.</p>
<p>Personal Data</p>	<p>shall have the same meaning as ascribed to in the Personal Data Protection Act 2010.</p>
<p>“Personnel”</p>	<p>means our employees, partners, agents, contractors, subcontractors, and/or other representatives.</p>
<p>“Promotion”</p>	<p>means a special promotion made by us in connection with the Services during the promotional period.</p>
<p>“you” or “your”</p>	<p>means you, an end user, who is accessing and/or using our Platform and/or Services. Where the context permits, the term “you”, or “your” includes “the Other Person”.</p>

## **2. PARENTAL AUTHORITY**

- 2.1 WE WILL CONTRACT WITH YOU ONLY IF YOU ARE 18 YEARS OLD AND ABOVE. AS SUCH, PLEASE OBTAIN YOUR PARENT OR GUARDIAN'S PERMISSION BEFORE ACCESSING AND/OR USING OUR PLATFORM AND SERVICES. ALL PERSONAL DATA PROVIDED BY YOU AND ALL TRANSACTION ENTERED INTO WITH US SHALL BE DEEMED TO HAVE BEEN SUBMITTED BY A USER ABOVE 18 OR HAS OBTAINED THE RELEVANT PERMISSION FROM THEIR PARENT OR GUARDIAN.

## **3. PERSONAL DATA**

- 3.1 When you provide us with your Personal Data, you agree that we may use it to supply you with the Services and for other purposes described in our Privacy Policy. Without your Personal Data, we may not be able to allow you access and/or use the Platform and/or Services, or provide the level of service you expect. To learn about how we collect and protect your Personal Data, please refer to our Privacy Policy found within the Website. Any non-personal information or material sent to us by you will generally NOT be treated as confidential.
- 3.2 If you provide us with Personal Data of any Other Person in connection with the Services, you warrant that you have obtained the consent of such person to disclose the Personal Data to us and to process such Personal Data in accordance with the terms of our Privacy Policy. You further agree that you will inform such person of the terms and conditions of the Agreement.
- 3.3 If we obtain your Personal Data from a Subscriber, we deem that you have given your consent to such Subscriber to provide us with your Personal Data. If you did not, please contact the Subscriber directly.

## **4. YOUR ACCOUNT**

- 4.1 **Using the Services**  
When you use the Services, you must comply with the terms and conditions of the Agreement.
- 4.2 **Creation of Account.**  
If any portion of the Platform and/or Services requires you to register or open an account with us, you must provide us with accurate and complete information and keep that information accurate, complete and up-to-date. We may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate your use of the Platform if the information provided by you is untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.
- 4.3 **Social Media**  
If we allow you to log-in using your Social Media account, you permit us to access certain information from your Social Media account. You may control the amount of information that is accessible to us by adjusting your privacy settings of your Social Media account.

## 5. PROMOTION

- 5.1 We may offer you a Promotion from time to time. We may notify you of any Promotion offered to you either through any of our Platform or other method. The terms of each Promotion will either be set out in a specific term for the relevant Services, in advertising material, or you will be advised separately in writing or in any other method. If you participate the Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of these Term of Use Terms, otherwise, the terms and conditions of the Terms of Use shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the Terms of Use will apply again.

## 6. YOUR LIABILITY

- 6.1 Your liability to the Indemnified Party is to indemnify the Indemnified Party from and against any and all Claims and Losses, including Consequential Loss, as a result of: -
- (a) any transaction entered into between you and a Subscriber, other User and/or third party;
  - (b) any breach of, or non-performance of, your representations, warranties, undertakings, covenants, or obligations under the Agreement;
  - (c) infringement of our Intellectual Property Rights, or third-party intellectual property rights;
  - (d) the access, use, and/or transmission of any Content, and/or User Generated Content;
  - (e) any unauthorized access to any of the Platform, Personal Data, Services, our network, and/or our supplier's network, through hacking, password mining or any other means;
  - (f) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, and/or negligence or otherwise caused by you;
  - (g) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, and/or negligence or otherwise cause by you; and/or
  - (h) breach of the Law.

## 7. EXCLUSION CLAUSES

- 13.1 The Indemnified Party shall not be liable to you for any Claims and Losses, including Consequential Loss, for: -
- (a) any transaction you entered into between you and the Subscriber, other User and/or third party;
  - (b) any cessation (permanently or temporarily) in providing any of the Platform and/or Services (or any features within the Services);
  - (c) any inability to access the Platform, your Account, the Services, or any part thereof;
  - (d) the deletion of, corruption of, or failure to store, any data and other communication data maintained or transmitted by or through the Platform and/or Services;

- (e) any unauthorised access to your Account, your Personal Data, and/or Personal Data of Other Person, even if such unauthorised access is caused by any act, omission and/or negligence on our part and/or that of our Personnel;
  - (f) compliance with Law, Appropriate Authority, or non-compliance which may affect the supply of Platform, Services, or any part thereof;
  - (g) any claim for libel, slander, infringement of third-party intellectual property rights;
  - (h) any Content, User Generated Content, and/or conduct of other User or other third party;
  - (i) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, and/or negligence or otherwise caused by us, our Personnel, any User and/or third party;
  - (j) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, and/or negligence or otherwise cause by us, our Personnel, any User and/or third party; and/or
  - (k) a Force Majeure Event.
- 13.2 Notwithstanding anything to the contrary, in the event the Indemnified Party is found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, you agree that the Indemnified Party's total aggregate liability to you shall not exceed Ringgit Malaysia Five Hundred (RM500.00) only. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

## **8. SUSPENSION**

- 8.1 We are entitled to suspend, revoke, refuse and/or block the use of your Account, the Platform (or any part thereof), and/or the Services (or any part therefor), at any time, without liability, without notice, including but not limited to: -
- (a) if you breach any terms and conditions of the Agreement;
  - (b) if we reasonably suspect fraud, illegal and/or any other activity we deem improper;
  - (c) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law;
  - (d) if we receive an order, instruction, notice and/or directive from any Appropriate Authority to do so;
  - (e) a Force Majeure Event; and/or
  - (f) any other reason as we deem fit.
- 8.2 We reserve the right to investigate and take appropriate legal action, in our sole discretion, against you and/or report you to the Appropriate Authority under Clause 8.1(b), (c) and (d).
- 8.3 In the event the Account and/or Services has been suspended and you request for reactivation of the same, we may at its absolute discretion reactivate the Account and/or Services subject to any additional requirements as may be determined by us.

## **9. TERMINATION**

- 9.1 The Agreement with us may be terminated in a number of ways, depending on the type of Services.
- 9.2 If you are only allowed to access and/or use the Services because a Subscriber subscribes to the Services from us, then when the Subscriber terminates the agreement with us, the Agreement with you will also be terminated.

- 9.3 If the agreement is still subsisting between the Subscriber and us, you do not have an option to terminate the Services. However, you can cease using the Services by logging out and uninstall the Mobile App from your mobile device. You shall remain liable for any transaction effected through your Account prior to the cessation in the use of the Services.
- 9.4 If the Services is independent of the Subscriber, we will supply you the Services to you on a month to month basis until the Services is terminated by you at any time by giving us thirty (30) days notice in advance.
- 9.5 We may forthwith terminate the Services (as whole or in part) at any time if: -
- (a) if the agreement we signed with the Subscriber is terminated;
  - (b) there is an emergency;
  - (c) we reasonably suspect fraud and/or illegal activity in connection with the Services;
  - (d) you breach any terms or conditions of the Agreement and you fail to rectify and remedy such breach within seven (7) days from the date of its receipt of a written notice requiring it so to do;
  - (e) change of Law;
  - (f) the Services is suspended under Clause 8 for more than fourteen (14) days;
  - (g) a Force Majeure Event; or
  - (h) for any reason we deem fit.
- 9.6 Termination of the Services, for any reason, shall not act as a waiver of any liabilities or obligations you may have accrued at or prior to the date of such termination.
- 9.7 Survival. Clauses 3, 6, 7, 8.2, 9, 10, and those clauses which by their nature would survive the termination or expiration of the Consumer Terms shall so survive.

## **10. FORCE MAJEURE EVENT**

- 10.1 We will not be liable to you for any delay, failure, suspension or interference in supplying or make available the Platform and/or Services caused by a Force Majeure Event. Upon the happening of any of the Force Majeure event, our obligations and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.
- 10.2 Without prejudice to the foregoing paragraph, if any of the Force Majeure event results in the Services being interrupted, we may at any time, notwithstanding anything in these terms contained, forthwith terminate the Services and/or the access and/or use of the Platform.

Should you have any questions concerning the Consumer Terms, the Platform, the Services, or any terms and conditions found within Website, please contact our Customer Service Support.

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