

PLATFORM ENGAGEMENT TOOLS TERMS & CONDITIONS

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1 ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 The following Platform Engagement Tools Terms & Conditions (the “Platform Terms”) govern the use of the platform engagement tools and other related services (collectively, the “Tools” and, each a “Tool”) provided by **CARTEC MALAYSIA SDN. BHD.** (“**CARTEC-MALAYSIA**”) on **CARTEC-MALAYSIA**’s websites and/or mobile applications (the “Platform”).
- 1.2 By using any of the Tools, you are agreeing to be bound by these Platform Terms as a User (as defined below). These Platform Terms are in addition to the Terms of Use and the Terms & Conditions of Sale, which shall continue to govern your use of the Platform and which are hereby incorporated by reference into these Platform Terms. Unless otherwise defined, the definitions and provisions in respect of interpretation in the Terms of Use will apply to these Platform Terms.
- 1.3 The use of the Tools may be subject to additional terms (“Additional Terms”) that **CARTEC-MALAYSIA** may prescribe from time to time. In relation to any Tool, the Additional Terms that govern the use of such Tool shall be made accessible via such Tool. If you do not agree to any of the Additional Terms, you should discontinue your use of the Tools that are subject to those Additional Terms.
- 1.4 In the case of any inconsistency or conflict between any documents referred to in these Platform Terms that is not expressly resolved in those documents, such inconsistency or conflict will be resolved in the following order of descending priority: the relevant Additional Terms, the Platform Terms, the Terms of Use and the Terms & Conditions of Sale.

2 TOOLS CONDITIONS

- 2.1 The Tools are offered solely for the purpose of a User's personal entertainment and benefit. The use of the Tools for business or commercial purposes is strictly prohibited.
- 2.2 **CARTEC-MALAYSIA** may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend, discontinue the provision of, or remove any of the Tools, and **CARTEC-MALAYSIA** shall not be liable if any such upgrade, modification, suspension, discontinuation or removal affects your use of the Platform or prevents you from accessing any of the Tools.
- 2.3 A "User" means a Customer who has installed the **CARTEC-MALAYSIA** mobile app and registered for a customer account on the Platform. The use of certain Tools may be subject to additional terms of eligibility, which shall be prescribed by **CARTEC-MALAYSIA** in its sole discretion; such additional terms of eligibility would be set out in the relevant Additional Terms.
- 2.4 Users shall be prohibited from running the Tools (including all individual mobile application page interfaces) with programs other than the relevant **CARTEC-MALAYSIA** client program provided by **CARTEC-MALAYSIA**. Examples of prohibited programs include, without limitation, automated bots and other tools meant to replace or supplement the relevant **CARTEC-MALAYSIA** client program provided by **CARTEC-MALAYSIA**, as well as scripts and completely or partially automated programs that provide any User with any advantage over other Users by enabling, for example, auto-refresh functions and other integrated browser mechanisms that use or concern automated procedures for using the Tools.

- 2.5 Users are, under no circumstances, permitted to do any of the following:
- 2.5.1 create, exploit or use bugs, cheats, mods and/or hacks, or any other third-party software products that may change the result, function or gameplay of the Tools;
 - 2.5.2 use software that allows the mining or scraping of data or otherwise intercepts or collects information in connection with the Tools;
 - 2.5.3 use any rewards (including, without limitation, virtual items such as CTCoins, deal, platform or brands vouchers) acquired via the Tools for any purpose other than the purchase of Products on the Platform; and
 - 2.5.4 sell, buy or trade customer accounts on the Platform, and the foregoing shall include all circumventions, similar actions or actions that produce an effect that matches the aforementioned prohibitions.

3 WARRANTIES AND LIABILITY

- 3.1 **CARTEC-MALAYSIA** offers the Tools within the context of its technical and operational capabilities.
- 3.2 Unless expressly set out in these Platform Terms or the relevant Additional Terms, to the fullest extent permitted by law, neither **CARTEC-MALAYSIA** nor any of its service providers or affiliates makes any warranty (whether express or implied), representation or undertaking about the Tools (including, without limitation, their accuracy, availability and reliability), any software or hardware used with the Tools, any application or feature accessed by a User using the Tools, or the reliability or quality of the underlying telecommunications network accessed by such User using the Tools.

- 3.3 The Tools are provided on an ‘as is’ and ‘as available’ basis, and their availability is subject to the availability, functionality and reliability of resources used to provide the Tools (including, without limitation, the Platform, **CARTEC-MALAYSIA**’s systems and the relevant third party tools), downtime and lack of availability (whether for technical reasons, required maintenance work, or otherwise), as well as events, circumstances or causes beyond **CARTEC-MALAYSIA**’s reasonable control.
- 3.4 To the fullest extent permitted by law, **CARTEC-MALAYSIA** shall not be responsible to any User for any loss, damage, fine, regulatory action, claim or compensation of whatever nature arising from or relating to such User’s use of, or inability to use, the Tools (collectively, the “Liabilities”) including but not limited to
- 3.4.1 such User’s breach of these Platform Terms,
 - 3.4.2 any alleged unauthorized transactions, disruptions, errors, defects or unavailability of the Tools, and
 - 3.4.3 any loss of data or damage to any software or hardware used by such User to access the Tools.
- 3.5 In the event that any Liabilities are not excluded under clause 4 of these Platform Terms, to the fullest extent permitted by law, **CARTEC-MALAYSIA**’s maximum aggregate liability to any User in respect of such Liabilities, whether under all applicable laws of contract, tort or otherwise, shall be limited to RM150.

4 CONTENT RESTRICTIONS

- 4.1 The Tools include various content, imagery, media and graphics that are protected by trademarks, copyrights or other means for the benefit of **CARTEC-MALAYSIA** or third parties. Unless explicitly permitted by these Platform Terms, or otherwise agreed in writing by **CARTEC-MALAYSIA**, no User or any third party may edit, copy, distribute, publicly reproduce or use any Tool for any purpose other than the purpose set out in clause 1 of these Platform Terms. Copyright information and brand names may not be changed, hidden or removed. The term “content” includes all and any data, images, text, graphics, music, sounds, sound sequences, videos, software programs and codes, and any other information provided or developed by **CARTEC-MALAYSIA**, and any such services available for download.
- 4.2 Users are obliged to abstain from any measure which may compromise or interrupt the proper functioning of the Platform, the Tools or any individual services or functions on the Platform. Users are also required to abstain from any measure which may allow unauthorized access to data.

5 USER’S OBLIGATIONS

- 5.1 Each User acknowledges and agrees:
- 5.1.1 to comply with all applicable laws and regulations when using the Tools;
 - 5.1.2 to comply with all third party terms (including, without limitation, any applicable terms of use, policies and guidelines, as well as third party terms of sharing channels that a User may use to invite others to use the Tools) that apply to the use of the Tools used by such User;
 - 5.1.3 to be responsible for all information that is communicated, submitted or transmitted, whether to **CARTEC-MALAYSIA** or third parties, from such User’s account or device in the course of such User’s use of the Tools;

- 5.1.4 not to use the Tools or permit the use of the Tools in any manner which may adversely affect other Customers' or Users' use of the Tools or the goodwill or reputation of **CARTEC-MALAYSIA** or the **CARTEC-MALAYSIA** group of companies; and
- 5.1.5 to be responsible for complying with these Platform Terms.
- 5.2 Where **CARTEC-MALAYSIA**, in its sole discretion, discovers or suspects that a User has breached any of these Platform Terms or the relevant Additional Terms, **CARTEC-MALAYSIA** may take all such steps and remedies as it deems appropriate. Such steps include, without limitation:
 - 5.2.1 to investigate such User's account;
 - 5.2.2 to prevent, restrict or suspend the access of such User to the Tools (or any part thereof) or the Platform;
 - 5.2.3 to report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities;
 - 5.2.4 to forfeit any rewards which a User may have received due to the User's use of the Tools; and
 - 5.2.5 to cancel any Orders placed during a User's use of the Tools.

6 DATA COLLECTED BY CARTEC-MALAYSIA

- 6.1 **CARTEC-MALAYSIA** may collect information from the Users in the course of their use of the Tools. Such information may include personal information such as photographs, names and usernames that a User may upload, provide or use.
- 6.2 Any personal information that **CARTEC-MALAYSIA** collects may be used by it, or shared with or transferred to third parties (including related companies, third party service providers, and other Users), for any or all of the following purposes:
- 6.2.1 to display on scoreboards on the Platform (as defined in the Terms of Use) in relation to the Tools;
 - 6.2.2 to facilitate the administration of the Tools and any rewards associated with the Tools; and
 - 6.2.3 to otherwise facilitate the use of the Tools.
- 6.3 For the avoidance of doubt, the Privacy Policy (and the notification of the purposes of data collection therein) as referred to in the Terms of Use shall apply to all personal information referred to under these Platform Terms.

7 MISCELLANEOUS

- 7.1 If at any time any provision of these Platform Terms or any Additional Terms shall be held to be illegal, invalid, or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of **CARTEC-MALAYSIA**. To the extent it is not possible to delete or modify the provision, in whole or in part, under this clause, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of these Platform Terms or the relevant Additional Terms, as the case may be, and the legality, validity and enforceability of the remainder of these Platform Terms or the Additional Terms (as the case may be) shall, subject to any deletion or modification made under this clause, not be affected.
- 7.2 **CARTEC-MALAYSIA** reserves the sole right to alter, modify, add to or otherwise vary these Platform Terms at any time and from time to time, and in such manner as **CARTEC-MALAYSIA** deems appropriate at its absolute discretion. In the event of variation of these Platform Terms, if you continue to use the Tools thereafter, you shall be bound by the Platform Terms as so amended and shall be deemed to have accepted the Platform Terms as so amended.
- 7.3 The laws of Malaysia shall apply to and govern these Platform Terms. Any dispute arising out of or relating to these Platform Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre under the AIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be in Malaysia. The number of arbitrators shall be one.