



Merchant Agreement

PM2018/MA/002/General

Article 1 - Purpose

1.1 This Merchant Agreement is made between (“**Merchant**”) and PG Mall Sdn. Bhd. (“**PG MALL**”), upon the Terms & Conditions agreed herein.

Article 2 - Accounts

2.1 In using the Website, Merchant is responsible for maintaining the confidentiality of Merchant's own account and password and any other security information, for restricting unauthorized access to Merchant's account.

2.2 If a User (defined as other parties using PG Mall's platform to offer their products for sale) is under 18 years old at the time of the registration, such User shall not be allowed to use this Website as a Merchant, as stipulated in this Agreement.

2.3 PG MALL, with notification and consent of Merchant, may refuse service, terminate accounts, or cancel orders. Without limiting other remedies, PG MALL may limit, suspend, or terminate the Website, its services and User accounts, prohibit access to the Website and its contents, delay or remove hosted contents, and take technical and legal steps to keep Merchant/Users off the sites if it is proven that Merchant/Users has infringed the intellectual property rights of third parties, or has breached the Terms and Conditions of this Agreement, or has acted fraudulently, or has circumvented the temporary or permanent suspensions imposed by PG Mall, or has harassed the employees of PG MALL or other Users.

2.4 Additionally, PG MALL may suspend or terminate the accounts of any Merchant who may be infringing intellectual property rights of third parties.

2.5 While using this Website as a Merchant, Merchant will not:

- a. Post inappropriate content or products in the categories or areas on the Website or services;
- b. Violate any laws, third party rights, or Policies (referred attached Appendix 1) contained and affixed hereto.
- c. Use the Website or services as a Merchant if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from the Website;
- d. Manipulate the price of other Users or interfere with other user's listings;
- e. Circumvent or manipulate the fee structure, the billing process, or fees owed to PG MALL;
- f. Post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- g. Transfer your account to another party without PG MALL's consent;
- h. Distribute or post spam, chain letters, or pyramid schemes;
- i. Distribute viruses or any other technologies that may harm the Website, or the interests or property of users of the Website;
- j. Copy, modify, or distribute the contents from the Website and PG MALL's copyrights and trademarks; or
- k. Harvest or otherwise collect information about users, including but not limited to email addresses, without their consent; or
- l. Use existing user accounts or create new user accounts in order to circumvent or avoid buying or selling limits, restrictions, or other policy holds consequences as regulated by PG MALL; or
- m. Copy or distribute unauthorized contents from other third-party websites and post them into the Website.

2.6 Violations of this Agreement may result in a range of actions, including but not limited to:

- a. Listing cancellation
- b. Loss of Settlement Amount
- c. Limits placed on account privileges
- d. Loss of "Merchant" status
- e. Account suspension / termination
- f. Criminal charges and / or claims for damages

Article 3 - Service Fees

3.1 PG MALL will charge the Merchant service fees for completed transactions as reflected on the website of www.pgmall.my

3.2 All service fees are subject Sales and Service Tax ("SST") and other applicable taxes under all applicable laws and regulations, and PG MALL may charge the Merchant such SST and applicable taxes additionally. Merchant agrees that service fees and taxes may be paid by deduction from the purchase value paid by Shoppers or by other methods agreed by the Merchant in accordance with the Policies (as set out in Appendix 1 of this Agreement).

3.3 Service Fee or also be known as Transaction Fee charged as per categories is shown on the website of www.pgmall.my

Article 4 - Merchant Obligation

4.1 Merchant shall properly manage and ensure that relevant information such as the price and the details of products, inventory amount and terms and conditions for sale is updated through the Merchant's page and shall not post inaccurate information.

4.2 The price of products for sale will be determined by Merchant at his / her own discretion. Merchant may wish to take into consideration all relevant factors, including, but not limited to, Transaction Fees, shipping cost and other service fees. The settlement amount (before deducting any PG Mall service fees) payable to a Merchant will be determined by the Merchant at his / her own discretion based on the price of the products and Transaction Fee. The price of a product and shipping cost shall include the entire amount to be charged to Shoppers such as SST, tariffs, etc., if any, and Merchant shall not charge Shoppers such amount additionally and separately.

4.3 Merchant agrees that PG MALL may, at its discretion, engage in promotional activities for and on behalf of the Merchant to induce transactions between Shoppers and Merchant by reducing, discounting or refunding the Transaction Fee and other service fees, or by free gifts or in any other ways. In no event, such adjustment or discounting of Transaction Fee and Advertising fees will affect the originally determined settlement amount payable to Merchant. For the purpose of promoting the sales of products listed by Merchant, PG MALL may post such products, at an adjusted price, on third-party websites, such as portal sites and price comparison sites, and other websites, operated by PG MALL and / or its affiliates. For avoidance of doubt Merchant shall be paid in accordance to price given by the Merchant with no deductions or set off on any promotions, discount or refunding by PG MALL on the price and Merchant shall first approve the contents and artwork of any usage of Merchant's products , brand, image, business and related identification.

4.4 PG Mall shall issue receipts and/or tax invoices to Shoppers on request or by default, if such issuance is required under the laws of Malaysia.

Article 5 - Intellectual Property Rights

5.1 Merchant shall ensure that all contents including listings, information, specifications, photographs, and products for sale, as supplied or provided by Merchant on the Website do not infringe or violate trade mark rights, patent rights, copyrights, trade names, domain names, portrait rights, design rights, utility models, trade secrets, know-how, confidential information, database rights, software rights, semiconductor and / or circuit layout rights and all various other intellectual property rights subsisting in any part of the world belonging to third parties.

5.2 Merchant shall also ensure that the use of such intellectual property rights is with the prior, approval or consent of Intellectual Property Rights owner. Should there be any complaints or alleged claims of infringement or violation of intellectual property rights made by any Third Party against the Merchant use of Intellectual Property Rights on the Website, PG MALL may at its sole discretion without notice to the Merchant take down the listing, information, specification and / or photograph complained of and suspend sales of the Merchant's corresponding product until such time PG MALL at its sole discretion deems that evidence provided is sufficient to prove that the complaints and / or alleged claims are invalid.

5.3 In order to boost sales, information regarding products and services provided by Merchant on the Website may be disclosed to PG MALL 's affiliated third parties, including websites owned by and / or affiliated to such third party, as well as blogs belonging to other Users of the Website where disclosure of information is by another user on their blog, provided that such disclosure could only be done after Merchant has consented to such disclosure and has approved the contents, artwork and information of such disclosure prior to its disclosure to public.

5.4 Parties shall indemnify and hold harmless each other and their respective directors and employees from all actions, claims and demands which may be instituted or made against the other party arising from the parties' use of Intellectual Property Rights or violation of any applicable intellectual property laws.

5.5 Parties shall notify the other party as soon as practicable of any complaints or alleged claims of infringement of Intellectual Property Rights by any third party. All losses and costs to the aggrieved party, its directors and employees and / or the Website arising from the infringement of any Intellectual Property Rights shall be fully compensated by the other party. Parties shall not, during or after the expiry or termination of this Agreement, use the other party's name (a) in or as the whole or part of its own trademarks, domain names and / or trade names; (b) in a manner which may be confusing, misleading and / or deceptive; and (c) in a manner that disparages the other party.

5.6 Parties agree that this Agreement does not give rise to one Party having any legal or beneficial rights, title, interest or claim to Intellectual Property of the other Party. At all times, the Intellectual Property and in particular, Brand Names of each Party remain property of that Party.

Article 6 - Product

6.1 Merchant shall submit new Product for PG MALL's Product Verification Panel to review and approve to display. After Merchant has submitted the new Product, Product Verification Panel shall response within two (2) business days, if the request has been approved, Merchant may choose to display the Product to publish. If the request is rejected, Merchant has to amend the necessary and resubmit again for approval.

6.2 Merchant guarantees as follows:

a) Merchant warrants that the product and service listed on the Website are genuine, authorized, legitimate, do not infringe the Intellectual Property Rights of any third party, and do not violate any applicable and prevailing laws and / or norms Merchant shall immediately furnish evidence upon request that Merchant is the owner and / or is allowed permitted and / or authorized to use intellectual property rights embedded in or used in conjunction with the Product listed on the Website.

b) Merchant further warrants that the postings of the products or services sold are in compliance with all applicable Malaysian laws, including and not limited to the Consumer Protection Act 1999, Food Act 1983 and the Sale of Drugs Act 1952 upon request. Merchant shall furnish evidence, such as a copy of the relevant certificate or license issued under Malaysian laws, given that Merchant possess the requisite certificate or license.

c) Merchant further warrants that the postings of the products or services sold are in compliance with applicable advertising standards in Malaysia. Merchant shall, where required by applicable laws and regulations, immediately furnish evidence that it has complied with the relevant requirements, such as a copy of the relevant certificate or license issued by the standards body.

6.4 If the Merchant violates any of its warranty as-provided in this Article 6 and / or other Policies (as set out in Appendix 1 of this Agreement), PG MALL has the right to terminate or cancel this Agreement immediately without notice to Merchant, and to cease all kind of advertisement listing, information, specifications, photographs, and / or announcement with regards to Merchant along with the Product related to Merchant's account and has the right to demand payment from the Merchant of any relevant costs and losses incurred by PG MALL, provided that PG MALL, its representatives or related personnel has not contributed to such violations.

Article 7 - Delivery

7.1 On receipt of the payment from the Shopper, PG MALL will notify the Merchant of the paid order. Merchants should then confirm that they have received and accepted the corresponding order within three (3) business days and take necessary actions for delivery. If the Merchant fails to do so, PG MALL shall be cancelling the order on behalf Merchant after three (3) business days.

7.2 Merchant should ship and enter delivery information including the name of the delivery company, the tracking number, and other particulars pertaining to the order through the Merchant Office within Days to Ship (DTS) after the date of the acceptance, excluding pre-order and direct delivery method. Before the Product is shipped, Shopper is given chance to cancel order with Merchant's approval. If the Merchant fails to ship out Product after Days to Ship (DTS), PG MALL may reserve full authority to cancel the transaction before the Product has been shipped. PG MALL shall not be responsible or liable for any losses or damages to the corresponding Merchant such due to cancellation, provided that PG MALL, its representatives or related personnel has not contributed to such delay.

7.3 For direct delivery method, Merchant shall take actions for the Shopper to receive product within the time period (Shipment ETA) specified by Merchant on the product detail page. If Merchant fails to do so, PG MALL may cancel the transaction and shall not be responsible or liable for any losses or damages to the Merchant such due to cancellation, provided that PG MALL, its representatives or related personnel has not contributed to such failure or such failure is not caused by any force majeure or Shoppers' non-availability.

7.4 Merchant shall take all reasonable actions for the Shopper to receive the Product within the time period (Shipment ETA) specified on the product detail page. If Merchant fails to deliver the Product within such period or the Product was not received by the Shopper due to, reasons not attributable to the Shopper, such as delivering to wrong address, the Merchant shall bear all liabilities relating thereto.

Article 8 - Cancellation, Exchange, Return, and Refund

8.1 Shoppers may cancel purchases at any time before the Product status is in "Merchant Received Order". Once the purchased Product is in "Merchant Received Order" status, cancellation will be subject to Merchant and PG Mall's approval. Once Product is in "Shipped" status, such purchase will be subject to PG Mall's return policy, as set out in Appendix 1. In the event that there is any disagreement between the Merchant and PG MALL regarding this matter, parties shall discuss and negotiate accordingly and Shoppers may report non-arrival, request for the return, or exchange of the Product at any time within Order Finalization Period (OFP). Order Finalization Period (OFP) will ends at 24 hours after Shipment ETA which determined by Merchant.

8.2 With respect to a return-related matters, Merchant is required to provide goods return address and contact on any product sold. Merchant agreed to handle all goods return issue and PG MALL shall not serve as handling agent.

8.3 After receiving returns-exchange requests from Shoppers, Merchant must respond either approval or denial within two (2) business days. Should the Merchant fail to do so, PG MALL may assume that the Merchant has accepted to the Shopper's request and shall automatically proceed with the refunds / exchange. Once the request for returns-exchange has been followed up by the Merchant and the Merchant have received the Products returned by the Shopper, Merchant shall verify the conditions of returning goods and confirm the returns-exchange is successful. However, in the case where the Merchant wishes to dispute Shopper's return of the Products and request for refunds, or exchange, PG MALL may postpone refunds if the Merchant request to postpone refunds by providing evidence on suitable reason.

8.3.1 Returns costs shall be borne by the party attributable to the returns request, such as:

- a. Shopper, where the returns is due to his / her change of mind and;
- b. Merchant, where the returns is due to the defects in the Product, delivery delay by Merchant, and / or delivery of the wrong or different product.

8.3 For exchange of the Product (s) due to defects in the Product or if the wrong / different Product was sent to the Shopper, the Shopper must return the Product to the Merchant. The Merchant will deliver the replacement Product to the Shopper after the Merchant receives the returned Product. Merchant is obligated to use shipping company that provides tracking system and Merchant must inform the new tracking number to the Shopper. For exchange of the Product (s) due to the Shopper's change of his / her mind, the exchange must be pre-approved by the Merchant and re-delivery charges will be completely borne by the Shopper. The Re-delivery payment charges must be paid by the Shopper to the Merchant after the Merchant agrees to exchange the Product (s) and Merchant has received the Product (s) from the Shopper.

Article 9 - Settlement

9.1 Merchant shall submit business identification information such as a copy of business licenses or company documents as requested by PG MALL, business representative's identity document (My Kad/Passport), and any other required supporting documents by PG MALL, evidencing that the bank account is owned by and in the name of the Merchant.

9.2 The amount payable by PG MALL to the Merchant for successful sale through the Website is the Settlement Amount. The Settlement Amount will be calculated and direct transfer to Merchant's registered **Bank Account 5 (five) business days** after the Order Finalization Period ends.

9.3 The Settlement Amount shall be paid in the following method whichever the latest:

- a) Within five (5) business days after the day of the Shopper's confirmation (where the order status has been updated to "Shipment Received"); or
- b) Within five (5) business days from the completion date of the Shipment ETA as stated in the Website; or
- c) Within five (5) business days after the day of the receipt of the proof of delivery from Merchant or the corresponding Shoppers.

Article 10 - Privacy Protection

10.1 PG MALL views protection of Shoppers and Merchants' privacy as a very important community principle. User information is stored and processed on computers protected by physical as well as technological security devices.

10.2 PG MALL does not sell or lease-out Merchant's personal information to third parties for marketing or business Reviews their purposes without consent from the Merchant. Usage of Merchant information will be limited to purposes as described herein. Merchant can access and modify the information-provided to PG MALL and choose not to receive on certain communications by signing-in to Merchant's account in the Website.

10.3 If PG MALL has reason to believe that any User is in breach of any of the terms of this Agreement, PG MALL reserves the right to cooperate fully with governmental authorities, private Investigators, all the rightful owner (s) or interest holder (s) and / or Injured third parties in the investigation of any potential or ongoing criminal or civil wrongdoing. Further, PG MALL may disclose the User's identity and contact information, or such other transaction-related data if requested by a government or law enforcement body as a result of a subpoena or other legal action. PG MALL shall not be liable for damages or results arising from such disclosure, and the User (s) agrees not to bring an action or claim against PG MALL for such disclosure. By agreeing to this Merchant Agreement, the Merchant consent that the personal information collected will be processed in accordance with the privacy policy and the data protection laws of Malaysia.

Article 11 - International Section – [deleted]

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Article 12 - Content

Merchant may post reviews, comments, photos and other content; submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise Injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam." Merchant may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin or other content. PG MALL reserves the right, but not the obligation, to remove or edit reviews such content, but does not regularly review posted content. If a Merchant posts a content or submit a material, and UNLESS PG MALL indicates otherwise, the Merchant is deemed to have a granted PG MALL a non-exclusive, royalty-free, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. Merchant is deemed to have granted PG MALL and sublicense the right to use the name that the Merchant submit in connection with such content, provided merchant has approved such content, artwork and information prior to is public display. Merchant shall warrant that the Merchant owns or otherwise controls all of the rights to the corresponding contents posted in the Website; that the content is accurate; that use of the content supplied does not violate the policies of the Website and will not cause injury to any person or entity; and that the Merchant will indemnify PG Mall and all Shopper for all claims resulting from the content supplied. PG MALL has the right but not the obligation to monitor and edit any activity or content. PG MALL takes no responsibility and assumes no liability for any content posted by Merchant or any third party.

Article 13 - Other Businesses

PG MALL and Merchant's engagement herein is on a non-exclusive basis. Parties other than PG MALL may, operate stores, provide services, sell products or list advertisement on the Website and this site may link to sites of affiliated companies and on certain other companies. PG MALL is not responsible for examining or evaluating, and also does not provide any representations or warranties the Products or businesses or individuals or the contents of their web sites. PG MALL does not assume any responsibility or liability for the actions, Product and contents of any such affiliated companies and any other third parties.

PG MALL is allowed at their own Cost to participate in Digital Advertisement at Merchant's all retail outlet Nationwide in Malaysia as approved by Merchant. Parties shall properly manage and ensure that relevant information such as the price and the details of products, and terms and conditions for sales is updated. Merchant shall approve the outlet, the designated area in the outlet, the art work and all relevant contents of the advertisement prior to its publication. PG MALL shall furnish Merchant with all valid licenses, approvals, consents and relevant documentations pertaining the advertisement and PG Mall shall adhere to all of Merchants policies and rules towards the installation, maintenance, removal, transfer and all relevant matters concerning the advertisement.

Article 14 - Access and Interference

The Website contains robot exclusion headers. Much of the information on the sites is updated on a real-time basis and is proprietary or is licensed to PG MALL by Website users or third parties. Merchant agrees that not to use any robot, spider, scraper or other automated means to access the Website for any purpose without the prior written permission from PG MALL. Additionally, Merchant agrees that they will not:

- a) Take any action that imposes or may impose, in PG MALL 's sole discretion, an unreasonable or disproportionately large load on the Web Site's infrastructure;
- b) Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content, except for Merchant's own Information, from the Website without the prior written permission of PG MALL;
- c) Interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or
- d) Bypass PG MALL robot exclusion headers or other measures we may use to prevent or restrict access to the Web Site.

Article 15 - Indemnity

Parties hereby indemnify and hold each other, and their respective officers, directors, agents, subsidiaries, joint ventures and employees, harmless from any claim or demand or damages, including all attorneys' fees incurred or to be incurred, as a result of any claims, demands or proceedings, by any third party due to or arising out of the other party's breach of this Agreement or violation of any law or the rights of a third party.

Article 16 - No Warranties

Parties will not hold each other responsible for other Users' content, actions or inactions, or Product listed by Users, including content they post. Merchant acknowledge that PG MALL and the Website is not a traditional online shopping service provider or Auctioneer. Instead, PG MALL and the Websites provide an electronic marketplace for Shopper and Merchant to carry out transactions between Shoppers and Merchant. PG MALL is only responsible for operating and managing the Website and making reasonable efforts in order to maintain efficient services on the Website. PG MALL and the Website are not involved in the actual transaction between Shoppers and Merchants. PG MALL and the Website have no control over and do not guarantee the quality, safety or legality of products advertised, the truth or accuracy of Users' content or listings, the ability of Merchant's to sell products to Shoppers, the ability of Shoppers to pay for Product, or that a Shopper or Merchant will actually complete a transaction. PG MALL and the Website do not transfer legal ownership of products from Merchant to the Shopper. Unless Shoppers and Merchants agree otherwise, the Shopper will become the Product's lawful owner upon physical receipt of the Products from the Merchant. PG MALL cannot guarantee continuous or secured access to our services, and operation of the Site may be interfered with by numerous factors outside of PG MALL's control. Accordingly, to the extent that is legally permitted, excludes all implied warranties PG MALL, terms and conditions. PG MALL is not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of Merchant's use of the Website and services. All materials, information, software, products, services and other content is to the Merchant "As is" without warranty or conditions of any kind, express or whether implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy, PG MALL has made reasonable efforts to post current and accurate information on this Website; however, PG MALL assumes no responsibility for any errors, inaccuracies or omissions whatsoever in the information provided on this Website. Under no circumstances will PG MALL be liable for any loss or damage to the Shoppers caused by reliance on information obtained through this Website. It is the Shopper's responsibility to evaluate the accuracy, completeness or usefulness of any information provided and use of this Website is solely at the Shopper's own risk.

Article 17 - Limitation of Liability

Specifically, Merchant agrees that PG MALL shall not be responsible for unauthorized access to or alteration of their transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through this Website. Specifically, Merchant agrees that PG MALL is not liable or responsible for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another right, including intellectual property rights. Specifically Merchant also agrees that PG MALL is not responsible for any content sent using the communication services and / or included in this Site by any third party. In no event shall PG MALL be liable for any consequential damages of any kind, including those resulting from: (1) Reliance on the materials presented, (2) Costs of replacement products, (3) Loss of use, data or profits, (4) Delays or business interruptions, and (5) The use of, inability or to use this Website, whether or not PG MALL has been advised of the possibility of such damages, provided that PG MALL, its representatives or related personnel has not contributed to such damages.

Article 18 - Termination

This Agreement will be terminated forthwith by either Party by written notice in any of following events:

- a. If Merchant's Account in the Website is terminated and / or revoked; or
- b. If the other shall be in breach of any of the terms and conditions of this Agreement and/or the Policies contained and affixed hereto and fails to remedy the same within 60 (sixty) calendar days of being required by the other Party in writing; or
- c. If either Party is unable to pay its debts or a petition for winding up is presented or it goes into liquidation or judicial management or compounds with its creditors or a receiver generally is appointed over all or any part of its assets or suffers any execution over Reviews such assets; or
- d. If either Party can not comply with, or obtain or maintain any necessary authorizations, licenses or registrations required for the performance of its duties as stipulated hereunder.

Notwithstanding anything stated herein, Merchant may terminate this Agreement by providing at least thirty (30) days prior written notice of termination to PG Mall without assigning any reasons.

Upon termination:

- a. Within twenty-four (24) hours or as soon as reasonably practicable after the termination date, PG Mall at its sole cost shall remove all Goods and Intellectual Property of the Merchant from the Platform;
- b. Within seven (7) calendar days of the termination date, PG Mall shall provide the Merchant with a final summary of the total value of Payment of sales transacted together with the outstanding Settlement sum;
- c. Within seven (7) calendar days of the termination date as instructed by the Merchant, PG Mall shall delete, destroy or purge all photographs and information provided by the Merchant pursuant to this Agreement and furnish the Merchant with a written confirmation that the information has been securely deleted or destroyed in accordance to instructions given by the Merchant.

Notwithstanding any termination for any reason, parties shall remain responsible for the fulfilment of any pending order, claims, payment, debts or matters that by its nature is meant to survive the term of termination.

Article 19 - Miscellaneous

19.1 If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed severable and the remaining provisions shall be enforced. Headings are for reference purposes only and do not limit the scope or extent of the relevant section. Parties' failure to act with respect to a breach by the other party or others does not waive parties' right to act with respect to the same, subsequent or similar breaches.

19.2 The execution, validity, interpretation and implementation of this Agreement shall be governed and construed in accordance with the laws of the Malaysia. If there is a difference in opinion arising as a result of the implementation of this Agreement, the Parties agree to resolve by deliberation to reach a consensus. In the event that the settlement through deliberation to reach a consensus is not reached, parties may seek necessary legal redress as deem fit. Parties may agree in writing to amend this Agreement. This Agreement sets forth the entire understanding and agreement between PG MALL and Merchant with respect to the subject matter hereof.

19.3 Each Party shall bear its own cost and expenses related to the preparation, negotiation and execution of this Agreement. PG Mall shall bear the stamping fee of this agreement and provide a copy of the stamped agreement to the Merchant for safe keeping.

19.4 This Agreement is specific to the Parties and each Party may only assign any rights or obligations to any third party, subject to the terms of this Agreement, and with prior written consent of the other Party.

19.5 In the event of Force Majeure, each of the Parties agrees to use their best endeavors to remove or overcome the effect of the effects of Force Majeure without any delay. In the event that Force Majeure affects only one Party to this Agreement and limits, prohibits, prevents or otherwise causes such Party to fail to perform its obligations under this Agreement, the other, unaffected Party may terminate this Agreement by way of written notice to the affected Party, such termination being effective if and upon the affected Party continuing to fail to overcome the Force Majeure effect to perform its obligations beyond thirty (30) calendar days from the date of commencement of the Force Majeure.

19.6 Provisions stated in this Agreement and all information in any form obtained in connection with or caused by this Agreement shall be treated by both Parties as confidential. Unless the information was available to any party without prior written consent from the other Party and the information is required by law, each of the Parties will not use, disclose, or make such confidential.

19.7 Parties engagement under this agreement is on a non-exclusivity basis and the Merchant may at any time as deem fit appoint or engage other entities at its absolute discretion.



APPENDIX 1

Return & Refund Policy by the company “PG Mall”

Buyers/ Shoppers may request for the Return and Refund of the Products ***within 24 hours*** from the date on which the Product is received.

Buyers/Shoppers may not be entitled to request return or exchange in any of the following cases:

1. The Product is damaged due to a cause attributable to the Buyer/Shopper;
2. The value of the Product has been significantly reduced due to the use or partial consumption thereof by the Buyer/Shopper.
3. The value of the Product has been significantly reduced to the extent that such Product is not resalable due to the time elapsed;
4. In the event the Company receives the request to exchange or return from the Buyer/Shopper, the Company shall immediately notify to the Seller/Merchant.
5. All necessary expenses such as round-trip delivery costs for the exchange or return shall be borne by a party to whom a cause is attributable.
6. In the event, the return invoice number is not indicated at the time the request for return is made, the return handling proceedings and refund may be delayed.
7. In the event the request for exchange is made and the Seller/Merchant does not have the relevant product in stock, the exchange is impossible, in which case such request shall be handled as return of the Products.
8. The Buyer/Shopper shall be responsible for all costs incurred in connection with any exchanges made, except where the relevant exchange is made due to defects in the Products, in which case, the Seller/Merchant shall be responsible for round-trip delivery costs of such defective Products.
9. The Seller/Merchant shall be liable for any losses suffered or sustained by the Buyer/Shopper arising out of the delivery made by the delivery company which has been appointed by the Seller/Merchant.

10. In the event the Seller/Merchant fails to confirm the order information of the Buyer/Shopper or fails to carry out the delivery procedures for a considerable period of time after having been notified of the payment confirmed by the Company, the Company may cancel the relevant transaction at the request of the Buyer/Shopper, in which case, the payment in custody of the Company shall be refunded to the Buyer/Shopper. Moreover, the Company may take steps to undertake the automatic refund procedures, etc. without the request made by the Buyer/Shopper in accordance with its own policies, in which case such shall be publicly notified in advance.
11. In the event the Seller/Merchant fails to actively undertake or delays the procedures to confirm the exchange or return request made by the Buyer, the Company may cancel the relevant transaction after figuring out the cause of such exchange or return request and may refund the payment in its custody to the Buyer/Shopper.
12. In the event the Company determines that the Buyer/Shopper's request for exchange or return is not justifiable, the Company may cancel such request and pay the payment in its custody to the Seller//Merchant. Moreover, if the Buyer/Shopper fails to return the Product, or is not reachable (by telephone, email, etc.), within three (3) days from the date on which the Buyer/Shopper's request for exchange, return, etc. has been registered, it shall be deemed that the Buyer/Shopper has withdrawn its such request and the Company may pay the payment in its custody to the Seller/Merchant.
13. If the transaction, for which the payment of the Buyer/Shopper has been confirmed, is cancelled, the Company shall take the necessary procedures to refund the purchase price to the Buyer/Shopper within fourteen (14) business days from the date on which the relevant transaction is cancelled.
14. The Buyer/Shopper may cancel his or her purchase before the Product is delivered. If the request for cancellation is made while the Product is being delivered, such request shall be processed through the return procedure (not through the cancellation procedures).
15. Any request for cancellation, which is registered after the payment has been completed, shall be completed immediately.
16. Any request for cancellation, which is made while the Product is being prepared for delivery, shall be completed immediately in principle; however, to the extent that the relevant Product has been already dispatched, the Buyer/Shopper shall be responsible for the round-trip delivery charges.