

Terms and Conditions

1. INTRODUCTION

- 1.1** Welcome to the Unity platform (the "Site"). Please read the following Terms of Service carefully before using this Site or opening a Unity account ("Account") so that you are aware of your legal rights and obligations with respect to Unity Momentum Sdn. Bhd. (Company Registration No. 202101009013 [1409312-K]) and its affiliates and subsidiaries (individually and collectively, "Unity", "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by Unity client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by Unity.
- 1.2** Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.
- 1.3** Unity reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. Unity may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. Unity may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.
- 1.4** Unity reserves the right to refuse to provide you access to the Site or Services to allow you to open an Account for any reason.

BY USING UNITY SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE LEGAL AGE OF 18, YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO OPEN AN ACCOUNT AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU HAVE ASKED YOUR PARENT OR

LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

2. PRIVACY

2.1 Your privacy is very important to us at Unity. To better protect your rights, we have provided the [Unity.net.my](https://unity.net.my) Privacy Policy to explain our privacy practises in detail. Please review the Privacy Policy to understand how Unity collects and uses the information associated with your Account and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you :

- (i) Agree and acknowledge that the proprietary rights of your User information are jointly owned by you and Unity; and
- (ii) Shall not, whether directly or indirectly, disclose your User information to any third party, or otherwise allow any third party to access or use your User information, without Unity's prior written consent.

2.2 Users in possession of another User's personal data through the use of the Services (the "Receiving Party") hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

3. LIMITED LICENSE

Unity grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("Intellectual Property") displayed in the Site are the property of Unity and where applicable, third-party proprietors identified in the Site. No right or license is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services, the Site and its Content, you agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You may also not, without our prior written consent, on any other server or as party of any other website. In addition, you agree that you will not

use robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

4. ACCOUNTS AND SECURITY

- 4.1** Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. If you select a User ID that Unity, in its sole discretion, finds offensive or inappropriate, Unity has the right to suspend or terminate your Account.
- 4.2** You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify Unity of any unauthorised use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. Unity will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.
- 4.3** You agree that Unity may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the Site any Content associated with your Account and User ID, withdraw any subsidies offered to you, cancel any transaction or in more serious case permanently withhold any sale proceeds or refunds, and/or take any other actions that Unity deems necessary. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, Unity may terminate your Account immediately with or without notice.
- 4.4** Users may terminate their Account if they notify Unity in writing (including via email at customerservice@unity.net.my) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product payment for the product, or the like, and Users must contact Unity after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. Unity shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by Unity.

5. TERM OF USE

5.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under there Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, Unity may effect such termination with or without notice to you.

5.2 You agree not to :

- (a)** Use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (b)** Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- (c)** Remove any proprietary notices from the Site;
- (d)** Cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of Unity;
- (e)** Use the services for the benefit of any third party or any manner not permitted by the license granted herein;
- (f)** Open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- (g)** Access the Unity platform, open a user account, or otherwise access your user account using an emulator, simulator, bot or other similar hardware or software;
- (h)** Manipulate the price of any item or interfere with other User's listings;
- (i)** Attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measure implemented by Unity with respect to the Services and/or data transmitted, processed or sorted by Unity;
- (j)** Upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (k)** Upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (l)** Upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form or solicitation;
- (m)** Upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with,

manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;

- (n)** Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;
- (o)** Interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- (p)** Take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
- (q)** Use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;
- (r)** Infringe the rights of Unity, including any intellectual property rights and any passing off of the same thereof;
- (s)** Use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above; and/or
- (t)** List items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.

5.3 You acknowledge that Unity and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Content (i) that violates these Terms of Service; (ii) If we receive complaint from another User, (iii) if we receive a notice or allegation of intellectual property infringement or other legal instruction objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by Unity or submitted to Unity, including, without limitation, information in Unity Forums and in all other parts of the Site.

5.4 You acknowledge, consent to and agree that Unity may access, preserve and disclose your Account information to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over Unity or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with the legal process; (b) enforce these Terms of Service; (c) respond to claims that any Content

violates the rights of third parties, including intellectual property rights; (d) protect the rights, property or personal safety of Unity, its Users and/or the public.

6. VIOLATION OF OUR TERMS OF SERVICES

6.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following :

- Limits placed on Account privileges
- Account suspension and subsequent termination
- Criminal charges
- Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

6.2 If you believe a User on our Site is violating these Terms of Service, please contact : customerservice@unity.net.my

7. PURCHASE AND PAYMENT

7.1 The Buyer shall be entitled to make payment for the Goods using the various payment methods make available on the Platform. When Buyer places an order on the Platform, actual payment shall be only charged upon Seller's acceptance of Buyer's order and the information of a Contract.

7.2 Unity supports one or more of the following payment methods in each country it operates in :

(i) FPX

FPX payment allow Buyer to complete transactions online using their bank credentials. There is a maximum transaction limit for this payment method. If you've met the transaction limit, then you can try using the alternative payment methods or separate your order into two (2) separate order.

(ii) Bank Transfer (IBG)

By choosing this payment method, the Buyer shall transfer the amount of total purchase price for the Goods purchased by Buyer to a Unity account (including any applicable taxes, fees and shipping costs). The transaction must be payable in Ringgit Malaysia. Unity, in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time.

Buyer may make payments through an Automated Teller Machine or internet bank transfer ("Bank Transfer") to our designated Unity Guaranteed Account (as defined in Section 12). Buyer must provide Unity with the transfer receipt or payment transaction reference for verification purposes through the "Upload Slip" function found in Unity's website as payment confirmation. If payment

confirmation is not received by Unity within 24 hours, Buyer's order will be cancelled.

(iii) Cheque

Buyer may pay via a Cheque Deposit Machine (CDM) and upload the bank receipt for verification purposes via the "Upload Slip" function on Unity's website as payment confirmation. Payment should be done within 24 hours to avoid auto-cancellation of Buyer's order.

8. DELIVERY

- 8.1** Delivery of the Goods shall be made to the address specified by the Buyer in its order.
- 8.2** Unity has the right at any time to sub-contract all or any of its obligations for the sale/delivery of the Goods to any other party as it may from time to time decide without giving notice of the same to Buyer.
- 8.3** Unity has no responsibilities on the delivery time if the Goods is delivered by third-party. Seller should understand and agrees that Unity is unable to set/confirm the delivery time.

9. CANCELLATION, RETURN, REFUND AND REPLACEMENT OF GOODS

- 9.1** All Goods sold on the Platform is covered under the Unity 7 Days Easy Return. Buyer may initiate the returns process by communicating with Unity Customer Service through the Platform.
- 9.2** Buyer may, by completing the Online Return Form, apply to return the purchased Goods to Unity in exchange of a replacement or a refund. Buyer shall ensure that the purchased Goods is returned to Unity within 7 calendar days from the delivery date, depending on the applicable Return Policy. For avoidance of doubt, the countdown starts from the date the Buyer received the purchase Goods to the post stamp date on the return parcel.
- 9.3** Buyer must submit the Online Return Form to Unity Customer Service before returning the purchased Goods. Please refer to the Return and Refund Policy on the return process.
- 9.4** In cases if Buyer noticed that the parcel has visible damaged , defective or incorrect item, Buyer should not sign on the "Proof of Delivery Form" and should reject the parcel on the spot. Unity will not be responsible if the parcel has been signed receipt by Buyer.
- 9.5** Buyer may only cancel his/her order prior to the payment of Buyer's Monies into Unity Bank Account.

9.6 Buyer may apply for the return of the purchased Goods in the following circumstances :

- (i) The Goods delivered to Buyer is defective and/or damaged on delivery;
- (ii) The Goods delivered to Buyer is materially different from the description provided by Seller in the listing of the Goods;
- (iii) The Goods delivered to Buyer does not match the agreed specification (e.g. wrong size, colour, etc.) stipulated in the order;
- (iv) Such other circumstances which may be prescribed by Unity on Platform.

9.7 The application for return of Purchased Goods may also be subject to additional terms and conditions prescribed by Unity on the Platform. Please see Customer Service for further details.

9.8 Unity reserves the right to cancel any transaction on the Site. Buyer should refer to Unity's Refund and Return Policy on the Return and Refund process.

9.9 Refunds to Buyers shall be made to their bank account within 72 hours of the return of refund request being approved.

10. EXCLUSIONS AND LIMITATIONS OF LIABILITY

10.1 TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNITY BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR :

- (i) (A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR
- (ii) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF UNITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, UNITY IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO THE LESSER OF: (A) ANY AMOUNTS DUE AND PAYABLE TO YOU PURSUANT TO THE UNITY GUARANTEE; AND (B) RM500 (FIVE HUNDRED MALAYSIA RINGGIT).

10.3 NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY UNITY'S NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY ON THE PART OF UNITY THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED.

11. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that :

- (a)** You possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b)** You will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, code, directives, guidelines, policies and regulations.

12. FRAUDULENT OR SUSPICIOUS ACTIVITY

If Unity, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect Unity, other Buyers, other third-party or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following :

- (a)** We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;
- (b)** We may hold, apply or transfer the funds in your Account as required by judgements and order which affect you or your Account, including judgements and orders issued by courts in Malaysia or elsewhere and directed to Unity;
- (c)** We may refuse to provide the Services to you now and in the future;
- (d)** We may hold your funds for a period of time reasonably needed to protect against the risk of liability to the Unity or a third party, or if we believe that you may engaging in potentially fraudulent or suspicious activity and/or transactions.

For the purposes of this Section :

"Chargeback" means a request that a Buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

"Claim" means a challenge to a payment that a Buyer or Seller files directly with Unity.

13. INDEMNITY

You agree to indemnify, defend and hold harmless Unity, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any indemnified Party arising out of relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction (except where Unity or its Affiliates is the Seller in the transaction that the dispute relates to), (b) the hosting, operation, management and/or administration of the Services by or on behalf of Unity, (c) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (d) your use or misuse of the Services, (e) your breach of any law or any rights of a third-party.

14. SEVERABILITY

If any, provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of the provision in question under the law of any other jurisdiction.

15. GOVERNING LAW

These Terms of Service shall be governed by and constructed in accordance with the laws of Malaysia without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, to the extent applicable, are expressly disclaimed. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms of Service against or relating to Unity or any Indemnity Party under these Terms of Service shall be referred to and finally resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Malaysia International Arbitration Centre ("MIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be English.

16. GENERAL PROVISIONS

16.1 Unity reserves all rights not expressly granted herein.

16.2 Unity may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

16.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

- 16.4** Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and Unity, nor does it authorise you to incur any costs or liabilities on Unity's behalf.
- 16.5** The failure of Unity at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.
- 16.6** These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for Unity's affiliates and subsidiaries (and each of Unity's and its affiliates' and subsidiaries' respective successors and assigns).
- 16.7** The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Services constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.
- 16.8** You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the UK Bribery Act, the US Foreign Corrupt Practices Act and the Malaysia Prevention of Corruption Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.
- 16.9** If you have any questions or concerns about these Terms of Services or any issues raised in these Terms of Service or on the Site, please contact us at: customerservice@unity.net.my

LEGAL NOTICES : Please send all legal notices to legal.my@unity.net.my and Attention it to the "General Counsel".

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE ANY REVISION THE SAME HEREAFTER. BY CLICKING THE "SIGN UP" OR "CONNECT WITH FACEBOOK" BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.