

**GENERAL TERMS & CONDITIONS OF SALE
BONUSLINK ONLINE SHOPPING (BLINKMALL)**

1. Interpretation

1.1. In this Conditions:

"Buyer" or "you" means the person who purchases Goods on the Platform;

"Conditions" mean these General Terms and Conditions of Sale;

"Contract" means the contract formed when Merchant accepted the order placed by Buyer on the Platform for the purchase of Goods sold by Merchant;

"Goods" means the goods and/or services made available by the Merchants for sale to the Buyers;

"BLSB" means BONUSKAD LOYALTY SDN BHD (Company Registration Number: 199701022703 (438200-T)), a company incorporated in Malaysia;

"Terms and Conditions" means these terms and conditions of sale and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services;

"Merchant" means a Merchant which is published on the Platform and/or Services and offers to sell Goods to the Buyers;

"Platform" means the website accessible at <https://www.bonuslink.com.my/EN/OnlinePartners.aspx> and/or the BLSB mobile application known as "*BLINK App*"; and

"Services" means the use of any services, information and functions made available by BLSB on the Platform.

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. Any references to "BLSB" in these Conditions refer to both BLSB's actions on its behalf as the operator of the Platform.

1.4. The headings in these Conditions are for convenience only and shall not affect the interpretation of any terms and conditions.

2. Basis of the Contract

- 2.1. The Platform provides a place and opportunity for the sale of Goods between the Buyer and the Merchant (collectively “Parties”).
- 2.2. Upon clicking on the Merchant’s links published on the Platform and the Buyer will be re-directed to the Merchants’ platforms. The Buyer may then purchase Goods from the Merchants by placing orders with Merchants on the Merchants’ platform. Where the Buyer has placed an order on Merchant’s platform for the purchase of Goods sold by a Merchant and the Merchant has accepted the same, this shall constitute a Contract entered into directly between the Buyer and the Merchant. Where the Contract is entered into directly between the Buyer and a Merchant, BLSB is not a party to the Contract or any other Contract between the Buyer and Merchant and accepts no obligations in connection with any such Contract. Parties to such contracts shall be entirely responsible for the Contract between them, the listing of Goods, warranty of purchase and the like.
- 2.3. Any information made available on the Platform in connection with the supply of Goods, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating materials, operating costs or any information disclosed by Merchants are not binding on BLSB and for information purpose only. In entering into the Contract, the Buyer acknowledges that he / she / it does not rely on and waives any claim based on any such representations or information so provided on the Platform.
- 2.4. Any typographical clerical or other error or omission in any document or information issued or published by BLSB on the Platform shall be subject to correction without any liability on the part of BLSB.

3. Orders

- 3.1. All orders shall be subject to the Merchants’ acceptance in their sole discretion and each order accepted by the Merchant shall constitute a separate Contract between the Merchant and the Buyer.
- 3.2. Order acceptance, payments, refund, cancellation, delivery and performance of the Goods between the Buyer and Merchant shall be done on the Merchant’s platform and be governed entirely by the relevant terms and conditions of Contract published by the Merchant on the Merchant’s platforms. BLSB shall not be responsible for any and all matters arising from the Contract including the placement of order, order acceptance, refund and cancellation of Contract.

4. BonusLink Points

- 4.1. Buyers may earn BonusLink loyalty points (“**BonusLink Points**”) by accessing the Merchant’s platform through the Platform and buying Merchant’s Goods as BLSB may from time to time determine based on the conversion rate determined by BLSB in its sole discretion. Generally, BonusLink Points will be credited to a Buyer’s account upon the completion of a successful transaction or activity as solely determined by BLSB.

- 4.2. BonusLink Points credited to Buyers have no monetary value and cannot be purchased, sold, transferred or redeemed for cash by Buyer with BLSB. The use of BonusLink Points shall subject always to the terms and conditions published by BLSB from time to time.

5. EXCLUSION AND LIMITATIONS OF LIABILITY

- 5.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BLSB 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:

5.1.1. (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

5.1.2. ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS PLATFORM OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF BLSB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.2. YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND/OR DISCONTINUE ANY USE OF THE SERVICES.

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

6. DISCLAIMERS

- 6.1. THE SERVICES AND PLATFORM ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY BLSB OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLSB DOES NOT WARRANT THAT THE SERVICES, THIS PLATFORM OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS PLATFORM AND/OR THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-

HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

6.2. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PLATFORM AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3. BLSB HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR: (A) THE FITNESS FOR PURPOSE, EXISTENCE, QUALITY, SAFETY OR LEGALITY OF GOODS OFFERED BY THE MERCHANTS; OR (B) THE ABILITY OF MERCHANTS TO SELL ITEMS OR OF BUYERS TO PAY FOR ITEMS. IF THERE IS A DISPUTE INVOLVING THE PARTIES, THE PARTIES AGREE TO RESOLVE SUCH DISPUTE BETWEEN THEMSELVES DIRECTLY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELEASE BLSB FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

7. Links To Third Party Platforms

7.1. Third party links and Merchant's links provided throughout the Platform will let you leave this Platform. These links are not under the control of BLSB in any manner whatsoever and you therefore access them at your own risk. BLSB is in no manner responsible for the contents of any such linked Platform or any link contained within a linked Platform, including any changes or updates to such Platforms. BLSB's provision of these links does not in any way imply or express affiliation, endorsement or sponsorship by BLSB of any linked Platform and/or any of its content therein.

8. Representations and Warranties

8.1. You represent and warrant that:

8.1.1. 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 and Conditions and to comply with its terms; and

8.1.2. you will use the Services for lawful purposes only and in accordance with these Terms and Conditions and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

9. Fraudulent or Suspicious Activities

9.1. If BLSB, 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 BLSB, other Buyers or Merchants, other third parties against fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

9.1.1. We may close, suspend, or limit your access to your account, the Platform and/or the Services, and/or suspend the processing of any transaction; and

9.1.2. We may refuse to provide the Services to you now and in the future.

10. Indemnity

10.1. You agree to indemnify, defend and hold harmless BLSB, 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 BLSB arising out of or relating to:

10.1.1. any transaction made on the Platform, or any dispute in relation to such transaction (except where BLSB is the Merchant in the transaction that the dispute relates to);

10.1.2. the hosting, operation, management and/or administration of the Services by or on behalf of BLSB;

10.1.3. your violation or breach of any term of the Terms and Conditions or any policy or guidelines issued by BLSB;

10.1.4. your use or misuse of the Services; and

10.1.5. your breach of any law or any rights of a third party.

11. General

11.1. If any provision of these Terms and Conditions 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 any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

11.2. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia without regard to its conflict of law rules and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia in the settlement of any dispute.

11.3. BLSB reserves all rights not expressly granted herein.

11.4. BLSB may modify these Terms and Conditions at any time by posting the revised Terms and Conditions on this Platform. Your continued use of this Platform and/or receipt of any Services (including, for the avoidance of doubt, the continued provision of an Account to

you by BLSB) after such changes have been posted shall constitute your acceptance of such revised Terms and Conditions.

- 11.5. The failure of BLSB 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.
- 11.6. The terms set forth in these Terms and Conditions and any agreements and policies included or referred to in these Terms and Conditions constitute the entire agreement and understanding of the Parties with respect to the Services and the Platform 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 and Conditions, 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 and Conditions. You irrevocably and unconditionally waive all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. These Terms and Conditions may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.