

SWITCH IN™ TERMS OF USE

These terms are in effect as of 1st June 2020. Last updated on 25th January 2022.

1. INTRODUCTION

- 1.1 This document sets out the terms of use (hereinafter referred to as the “**Terms of Use**”) on which you agree to access and use *Switch-In™* (as defined herein), the Website (as defined herein) and/or our Services (as defined herein).
- 1.2 Your use of *Switch-In™*, the Website and/or our Services, whether as an End User (as defined herein) or as a Public User (as defined herein), constitutes your automatic, irrevocable and unconditional acceptance of these Terms of Use and you agree to abide and be bound by the same.
- 1.3 Please read these Terms of Use carefully and understand the same before using *Switch-In™*, the Website and/or our Services. If you do not agree with these Terms of Use, please cease using *Switch-In™*, the Website and/or our Services immediately.
- 1.4 *Switch-In™* and the Website are solely owned and/or operated by **SWITCH IN SDN. BHD. (Company No.: 1366193-P)**, a company incorporated in Malaysia having a registered address at B-2-18, Pusat Perniagaan Seksyen 8 (8 Avenue), Jalan Sungai Jernih 8/1, 46050 Petaling Jaya, Negeri Selangor, and a place of business at 2-1 & 2-2, Jalan Tasik Utama 7 Medan Niaga Tasik Damai, Sungai Besi, 57000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur (hereinafter referred to as “**SWITCH IN™**”, “**our**”, “**us**” and “**we**”, which expression shall include its successors in title).

2. INTERPRETATION

2.1 Definitions

In these Terms of Use, unless expressly provided for, or unless the context otherwise requires, the following expressions shall have the meaning set forth opposite such expressions: -

- | | |
|-------------------|--|
| Business Partners | : The various entities who have executed a Service Engagement Agreement with SWITCH IN™ for purposes of engaging the Services provided by SWITCH IN™ via <i>Switch-In™</i> . |
| End Users | : The users who have registered with SWITCH IN™ as users of <i>Switch-In™</i> , either by their own accord or by invitation by the Business Partners. |
| SWITCH IN | : SWITCH IN SDN. BHD. (Company No.: 1366193-P) , a company incorporated in Malaysia having a registered address |

at B-2-18, Pusat Perniagaan Seksyen 8 (8 Avenue), Jalan Sungai Jernih 8/1, 46050 Petaling Jaya, Negeri Selangor, and a place of business at 2-1 & 2-2, Jalan Tasik Utama 7 Medan Niaga Tasik Damai, Sungai Besi, 57000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur.

- Membership Tier : The membership tier which SWITCH IN™ may at its sole discretion assign to each End User, which is classified as follows: -
- (i) Normal Members (as defined herein); and
 - (ii) Premium Members (as defined herein).
- Normal Members : The basic membership tier assigned or to be assigned by SWITCH IN™ generally to an End User upon each successful account registration.
- Premium Members : The premier and more exclusive membership tier assigned or to be assigned by SWITCH IN™ at its sole discretion to an End User, subject to the fulfilment of any terms and conditions which may be imposed by SWITCH IN™ or the Business Partners, who shall enjoy exclusive privileges offered by the Business Partners.
- Privacy Statement : The Privacy Statement issued by SWITCH IN™ in accordance with the Personal Data Protection Act 2010, describing the practices of SWITCH IN™ regarding the collection, use and disclosure of any information submitted to SWITCH IN™.
- Public Users : The users who are the ordinary users of the Website and who have yet to be registered as End Users.
- Services : All or any of the services provided by SWITCH IN™ to the Business Partners via *Switch-In™*, including but not limited to Membership Management, Voucher Management, Event Management, the details of which are more particularly set out in the Services Engagement Agreement executed by SWITCH IN™ and individual Business Partner.
- Services Engagement Agreement : An agreement executed by SWITCH IN™ and individual Business Partner, setting out the terms and conditions of the engagement by individual Business Partner of SWITCH IN™'s Services.

- Switch-In*TM : The exchange platform and back-end system created, managed, operated, facilitated, maintained and/or owned solely by SWITCH INTM which may include the Website (as defined herein), electronic services, databases, web app, mobile app, or any other similar applications and technologies.
- Website : The web page under the domain name **switch-in.com.my** and all the related subdomains, homepages, subpages, Business Partners' dedicated pages and microsites.

2.2 **Construction**

Unless expressly provided for, or unless the context otherwise requires: -

- 2.2.1 words applicable to natural persons shall include firms, companies, corporations, states, administrative and/or governmental entities and vice versa;
- 2.2.2 references to the masculine gender shall include the feminine and neuter genders and vice versa;
- 2.2.3 references to the singular number shall include the plural and vice versa;
- 2.2.4 all references to provisions of statutes shall include such provisions as modified or re-enacted;
- 2.2.5 references to clauses shall be construed as references to clauses of these Terms of Use;
- 2.2.6 where two or more persons or parties are included or comprised in any agreements, covenants, terms, conditions and/or undertakings, such agreements, covenants, terms, conditions and/or undertakings shall be enforceable by them jointly and severally; and
- 2.2.7 where any agreements, covenants, terms, conditions and/or undertakings are expressed to be made by or on the part of two or more persons or parties, all such agreements, covenants, terms, conditions and/or undertakings shall be deemed to be made by and binding on such persons or parties jointly or severally.

2.3 **Heading**

The headings as appearing herein are for ease of reference only and shall be ignored in construing these Terms of Use, and shall not be taken, read and construed as essential parts of these Terms of Use.

3. ELIGIBILITY AND REGISTRATION

3.1 Eligibility

3.1.1 To be eligible to use our Services, you must be an individual residing in Malaysia.

3.2 Registration

3.2.1 Subject to the abovementioned eligibility to use our Services, you must register an account with us in order to use our Services.

3.2.2 For purposes of account registration, the following basic information about you may be required from you: -

- (a) full name;
- (b) date of birth;
- (c) gender;
- (d) email address; and
- (e) phone number.

3.2.3 In addition to the above basic information, SWITCH IN™ and/or our Business Partners (as defined herein) may from time to time request for payment details or any other personal data which SWITCH IN™ and/or our Business Partners may at its sole discretion deem necessary. The failure to supply any such additional information required from you will or may result in us being unable to render and provide you with the Services as requested or as expected by you or otherwise to correspond with you, and you may be required to stop using *Switch-In*™ or accessing the Website.

3.2.4 You agree to provide accurate and complete information for purposes of account registration and shall solely be responsible for updating us immediately of any change in the information.

3.3 Accounts

3.3.1 Upon provision of the information above, you may be given an option to choose a login name and a password. Thereafter, you may access and use *Switch-In*™, the Website and/or our services which are provided at no cost to you.

3.3.2 You are solely responsible for maintaining the security of your account details and password and shall be responsible for all activities performed under your account,

notwithstanding that your account may have been used by any other person, either with or without your knowledge and/or authority.

4. MEMBERSHIP TIER

- 4.1 Upon registration of account, you will be assigned to a specific Membership Tier (as defined herein) by us. The Membership Tier is non-transferable and non-assignable.
- 4.2 Generally, upon successful account registration, you will be assigned as a Normal Member (as defined herein).
- 4.3 Upon recommendation by a Business Partner, and subject to our approval, you may be assigned as a Premium Member (as defined herein) if you fulfil the requirement set by us, subject further to the fulfilment of any terms and conditions which may be imposed by SWITCH IN™ or the Business Partner.
- 4.4 Further, we reserve the right to review and amend the Membership Tier and/or the criteria for eligibility to the Membership Tier or reassign you to any other Membership Tier as we may from time to time, at its sole discretion decide.

5. OWNERSHIP OF CONTENT AND INFORMATION

- 5.1 The technology of *Switch-In*™ as well as the content and information contained in the Website shall remain our property and the ownership of the same shall in no way be transferred to you, notwithstanding that you may be allowed to use *Switch-In*™ and/or the Website.
- 5.2 You shall not to distribute, copy, transmit, perform, reproduce, publish, transfer, sell or resell in any way whatsoever, any content and information contained on or obtained from *Switch-In*™ and/or the Website.

6. SUSPENSION AND TERMINATION

- 6.1 We may temporarily suspend or terminate your account and/or your access to any of our Services in any of the following events: -
 - 6.1.1 you have violated, breached or have not complied with any of these Terms of Use;
 - 6.1.2 your personal data or any of the information provided by you to us are found to be inaccurate, incomplete or false; or

- 6.1.3 you have done or attempted to do any of the prohibited activities or behaviours listed in **Clause 10** hereto.
- 6.2 Notwithstanding of the above, we reserve the right to temporarily suspend or terminate your account and/or your access to any of our Services for any reason whatsoever without prior notice to you and we shall not be under an obligation to disclose the reason for such temporary suspension or termination of your account and/or access to any of our Services.
- 6.3 Upon the suspension or termination, we shall be under no obligation to restore our Services to you whereby the restoration of our Services shall be at our sole discretion.
- 6.4 Our right to suspend and/or terminate our Services shall not prejudice any other rights and remedies that we may have in respect of any breach of any of these Terms of Use accrued or occurred prior to the said suspension and/or termination.

7. PURCHASING ORDERS, SUBSCRIBING MEMBERSHIP PACKAGES, VOUCHER REDEMPTION AND EVENTS

- 7.1 Upon account registration, you may do the following: -
- 7.1.1 redeem, download and use the vouchers published by our Business Partners;
 - 7.1.2 attend to the events held, organised, hosted, created, or managed by our Business Partners; and
 - 7.1.3 view and purchase offerings published by our Business Partners;
 - 7.1.4 perform online transactions to purchase and subscribe membership packages published by our Business Partners;
 - 7.1.5 track and trace purchased order shipment status and history.
- 7.2 You shall comply with the following while purchasing orders, subscribing membership packages, redeeming, downloading and/or using the vouchers: -
- 7.2.1 the vouchers are non-exchangeable for cash, goods and/or any other services;
 - 7.2.2 the vouchers are non-transferable to any person(s);
 - 7.2.3 the redeeming, downloading and/or using of the vouchers are subject to the terms and conditions which may be imposed by each Business Partner; and

- 7.2.4 the vouchers shall not be resold or reproduced in any way whatsoever without the prior written permission of our Business Partners.
- 7.3 The vouchers redeemed and/or downloaded by you which are yet to be used may be cancelled by our Business Partners if you are found to be committing any of the above or for any reason whatsoever without prior notice to you.
- 7.4 You hereby acknowledge and agree that our Business Partners shall solely be responsible for the following, and you agree to release us of any liabilities whatsoever arising from or in relation to the following: -
- 7.4.1 the fulfilment of the vouchers;
- 7.4.2 the safety of you and/or other attendees of any events held, organised, hosted, created or managed by our Business Partners; and

8. DISCLAIMER OF WARRANTIES

- 8.1 You hereby agree that the use of *Switch-In*TM, the Website and/or our Services in general are on an 'as is' basis and such use of *Switch-In*TM, the Website and/or our Services shall solely be at your risk.
- 8.2 Neither SWITCH INTM nor its subsidiaries (if any), associates, affiliates, sister companies or their respective directors, managers, officers, employees, brokers or agents (where applicable) warrants that the use of *Switch-In*TM, the Website and our Services will be fully operating and uninterrupted, free from errors or omissions, free from viruses or any harmful components.
- 8.3 Neither SWITCH INTM nor its subsidiaries (if any), associates, affiliates, sister companies, or their respective directors, managers, officers, employees, brokers or agents (where applicable) warrants that the contents or any information, services, products or vouchers provided through *Switch-In*TM are accurate, reliable and in a timely order.
- 8.4 We hereby expressly disclaim any and/or all representations, conditions and warranties, whether expressly or impliedly made, as to the operation of *Switch-In*TM, the Website, the contents and the information contained on the Website.

9. EXCLUSION OF LIABILITIES

- 9.1 To the fullest extent permissible by the laws of Malaysia, you agree that SWITCH IN, its subsidiaries (if any), associates, affiliates, sister companies, or their respective directors, managers, officers, employees, brokers or agents (where applicable) **SHALL NOT** be liable for any direct, indirect, incidental, general, special, consequential or punitive damages arising out of, in connection

with, or related to your use of the *Switch-In*TM, the Website, the content and the information contained on the Website.

9.2 Further, it is hereby agreed that SWITCH IN, its subsidiaries (if any), associates, affiliates, sister companies, or their respective directors, managers, officers, employees, brokers or agents (where applicable) **SHALL NOT** be liable for any default or delay in the performance of its obligations under these Terms of Use where such default or delay in the performance was caused by or due to the acts of God, natural disasters, earthquakes, terrorism, fire, floods, riots, or any other similar events to the extent such event is beyond our reasonable control.

9.3 In addition to the above, you hereby acknowledge and agree that we **DO NOT** accept any liability from the following: -

9.3.1 any damage and/or loss caused to you while using *Switch-In*TM, the Website and/or our Services in general;

9.3.2 any loss of data as a result of your use of *Switch-In*TM, the Website and/or our Services in general;

9.3.3 any dispute that you may have with our Business Partners;

9.3.4 the non-fulfilment of any vouchers published by our Business Partners;

9.3.5 any safety issue of you and/or other attendees of any events held, organised, hosted, created or managed by our Business Partners; and

10. RESTRICTIONS AND PROHIBITIONS

10.1 You hereby agree that you shall not do or attempt to do any of the following activities or behaviours which are hereby expressly prohibited on *Switch-In*TM and the Website: -

10.1.1 engaging in any activity through *Switch-In*TM or the Website which may amount to or constitute a criminal offense, or which may give rise to a civil liability;

10.1.2 tampering, hacking, modifying, corrupting and/or interfering with the security and the proper functioning of *Switch-In*TM and the Website;

10.1.3 circumvention of our system, platform, security or network including accessing data not intended for you;

10.1.4 logging into an account which you are not expressly authorised to access;

- 10.1.5 using any information not belonging to you, whether obtained through proper or improper channel, for any commercial purposes;
- 10.1.6 posting and sharing information which are misrepresenting, defamatory, abusive, deceptive, fraudulent, misleading, inaccurate or discriminatory in nature;
- 10.1.7 submission of inaccurate information, misrepresentation or false representation of information, commission of fraud;
- 10.1.8 soliciting, promoting and/or advertising for any commercial, political, religious purposes without prior written consent from us;
- 10.1.9 using any robot, spider, scraper, or other automated means to access *Switch-In*TM or the Website for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of *Switch-In*TM or the Website for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- 10.1.10 taking any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
- 10.1.11 using our Services for purposes other than your own non-commercial or personal use; or
- 10.1.12 sending malicious, unauthorised and/or unsolicited messages to other End Users or Public Users.
- 10.2 You agree that the above is merely an indicative and a non-exhaustive list of prohibited activities or behaviours.
- 10.3 You agree that we reserve our right at our own discretion to prevent you from using *Switch-In*TM, the Website and/or our Services if you are found doing or attempting to do any of the abovementioned prohibited activities or behaviours.

11. EXTERNAL SITES

- 11.1 *Switch-In*TM, the Website and/or the Services may contain links to third-party Sites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations

regarding the content or accuracy of materials on such External Sites. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource. You should take precautions when downloading files from all sites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

12. PRIVACY POLICY

- 11.2 By submitting your personal data to us for account registration and by using or continuing to use *Switch-In*TM, the Website and/or our Services, you acknowledge that you agree and accept our Privacy Statement (as defined herein) and that you authorise us to process your personal data for such purposes as set out in the Privacy Statement.
- 11.3 Please read the Privacy Statement carefully to understand our privacy practices. If you do not agree with the Privacy Statement, please cease using *Switch-In*TM, the Website and/or our Services immediately.

13. INDEMNIFICATION AND RELEASE

- 12.1 You hereby agree that our Business Partners shall **SOLELY** be responsible for all your interactions with our Business Partners.
- 12.2 You hereby agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS SWITCH IN**, its subsidiaries (if any), associates, affiliates, sister companies, and their respective directors, managers, officers, employees, brokers and agents (where applicable) from and against all claims and all expenses, including legal fees, arising out of or related to our Services.
- 12.3 To the extent permitted by and under the laws of Malaysia, we are hereby **RELEASED FROM** any and all claims or liability related to the Services, the actions or inactions of our Business Partners, including the omission or failure of our Business Partners to comply with any of the laws of Malaysia, and any speech or conduct of any of other End Users of *Switch-In*TM or the Public Users of the Websites.
- 12.4 To the extent permitted by and under the laws of Malaysia, we are hereby **RELEASED FROM** any and all claims or liabilities related to your actions or inactions, including your omission or your failure to comply with any of the laws of Malaysia, and any of your speeches or conducts whether on *Switch-In*TM or on the Website in general.

14. AMENDMENT, MODIFICATION AND UPDATE

- 13.1 We reserve our right to amend, modify and/or update these Terms of Use from time to time without prior notice to you.
- 13.2 If these Terms of Use are amended, modified and/or updated in any way, the revised Terms of Use will be uploaded onto our Website.
- 13.3 You should check and review our Terms of Use periodically. If you continue to use the Services after the revised Terms of Use are in effect, you are deemed to have irrevocably and conclusively accepted and agreed to the revised Terms of Use.

15. FORCE MAJEURE

- 11.4 We shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, flood, earthquake, epidemic, accidents, strikes, war, terrorism, governmental act, failure of common carriers (including without limitation Internet service providers and web hosting providers), or shortages of transportation facilities, fuel, energy, labor or materials.

16. GOVERNING LAW AND JURISDICTION

- 14.1 These Terms of Use shall be governed, construed and take effect in all respects in accordance with the laws of Malaysia.
- 14.2 You irrevocably and unconditionally submit to the jurisdiction of the courts of Malaysia.

17. OTHER TERMS

- 15.1 These Terms of Use constitute the entire agreement between you and us with respect to the subject matter hereof and shall supersede any prior expressions of intent, expectation, communication, representation, agreement or understanding whether verbal or signed with respect to the same.
- 15.2 If any clause, term, condition, stipulation, provision, covenant or undertaking in these Terms of Use shall be held to be illegal, prohibited or unenforceable in any jurisdiction, such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable the whole of these Terms of Use or any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

SWITCH IN™ PRIVACY STATEMENT

These terms are in effect as of 1st June 2020. Last updated on 14th January 2022.

1. INTRODUCTION

This Privacy Statement is issued by **SWITCH IN SDN. BHD. (Company No.: 1366193-P)**, a company incorporated in Malaysia having a registered address at B-2-18, Pusat Perniagaan Seksyen 8 (8 Avenue), Jalan Sungai Jernih 8/1, 46050 Petaling Jaya, Negeri Selangor, and a place of business at 2-1 & 2-2, Jalan Tasik Utama 7 Medan Niaga Tasik Damai, Sungai Besi, 57000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur (hereinafter referred to as “**SWITCH IN™**”, “**our**”, “**us**” and “**we**”, which expression shall include its successors in title) in accordance with the Personal Data Protection Act 2010.

We are committed to protect and respect your privacy. This Privacy Statement is intended to inform you of our practices regarding the collection, use and disclosure of any information that you submit to us. Please read this Privacy Statement carefully to understand our privacy practices. If you do not agree this Privacy Statement, please cease using *Switch-In™* (as defined herein), the Website (as defined herein) and/or our Services (as defined herein) immediately.

By using *Switch-In™*, the Website and/or our Services, you acknowledge that you have read and understood this Privacy Statement and agree to our practices described in this Privacy Statement. Our Website and *Switch-In™* may contain links to other websites and this Privacy Statement does not apply to other websites. You should be aware that the other websites may have different privacy practices and you should read and fully understand the privacy statements of the other websites. We shall not be responsible for the privacy practices of the other websites, which we do not have control of.

You should not use *Switch-In™*, the Website and/or our Services if you do not agree with this Privacy Policy or any other agreement that governs your use of the *Switch-In™*, the Website and/or our Services.

2. INTERPRETATION

Unless expressly provided for, or unless the context otherwise requires, the following expressions shall have the meaning set forth opposite such expressions: -

Business Partners : The various entities who have executed a Service Engagement Agreement with SWITCH IN™ for purposes of engaging the Services provided by SWITCH IN™ via *Switch-In™*.

End Users : The users who have registered with SWITCH IN™ as users of *Switch-In*™, either by own accord or by invitation by the Business Partners.

SWITCH IN : **SWITCH IN SDN. BHD. (Company No.: 1366193-P)**, a company incorporated in Malaysia having a registered address at B-2-18, Pusat Perniagaan Seksyen 8 (8 Avenue), Jalan Sungai Jernih 8/1, 46050 Petaling Jaya, Negeri Selangor, and a place of business at 2-1 & 2-2, Jalan Tasik Utama 7 Medan Niaga Tasik Damai, Sungai Besi, 57000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur.

Personal Data : Any information that relate directly or indirectly to you, who is personally identified and/or identifiable from that information or from any other information that are in our possession.

The precise details of your Personal Data collected will vary according to various specific purposes, the Personal Data that we typically collect may include but are not limited to the following: -

- (i) name;
- (ii) email address;
- (iii) telephone number;
- (iv) date of birth;
- (v) national registration identity card number;
- (vi) passport number;
- (vii) birth certificate number;
- (viii) nationality;
- (ix) postal address;
- (x) gender;
- (xi) language;

- (xii) marital status;
- (xiii) country or location;
- (xiv) time zone;
- (xv) credit card details;
- (xvi) bank details;
- (xvii) education background;
- (xviii) financial background;
- (xix) occupation;
- (xx) computer operating system;
- (xxi) browser type;
- (xxii) internet protocol (IP) address;
- (xxiii) personal interests; and
- (xxiv) any other relevant information that may be relevant or necessary for various purposes.

Public Users : The users who are the ordinary users of the Website and who have yet to be registered as End Users.

Services : All or any of the services provided by SWITCH IN™ to the Business Partners via *Switch-In*™, including but not limited to Membership Management, Voucher Management, Event Management, the details of which are more particularly set out in the Services Engagement Agreement executed by SWITCH IN™ and individual Business Partner.

Services Engagement Agreement : An agreement executed by SWITCH IN™ and individual Business Partner, setting out the terms and conditions of the engagement by individual Business Partner of SWITCH IN™'s Services.

Switch-In : The exchange platform and back-end system created, managed, operated, facilitated, maintained and/or owned

solely by SWITCH IN™ which may include the Website (as defined herein), electronic services, databases, web app, mobile app, or any other similar applications and technologies.

Website : The web page under the domain name **switch-in.com.my** and all the related subdomains, homepages, subpages, Business Partners' dedicated pages and microsites.

3. PERSONAL DATA COLLECTION

Our Website may be accessible by you without any disclosure of your Personal Data (as defined herein). We collect Personal Data only in the following circumstances: -

- (i) when you choose to voluntarily provide them directly to us;
- (ii) when you choose to voluntarily provide them indirectly to us through third parties such as our subsidiaries (if any), associates, affiliates, sister companies or their respective directors, managers, officers, employees, brokers or agents;
- (iii) from public sources including those obtained from any regulatory agency or as a result of searches conducted at public registries; or
- (iv) by any of the following means and/or actions: -
 - (a) your registration as End User (as defined herein) of *Switch-In*™;
 - (b) your purchasing orders, subscribing membership package, redeeming, downloading and/or using of a voucher or vouchers published by our Business Partners;
 - (c) your attending of, or responding to an invitation to attend, an event held, organised, hosted, created or managed by our Business Partners;
 - (d) your general business contact with us or the sending of your requests and/or enquiries to us either via email communication, telephone, facsimile or post; or
 - (e) your subscription to our publications, newsletters, email alerts and/or SMS notifications.

4. DISCLOSURE, SHARING AND TRANSFER OF PERSONAL DATA

Your Personal Data may be processed by us or disclosed, shared and/or transferred to our subsidiaries (if any), associates, affiliates, sister companies, business and marketing partners, banks and financial institutions or their respective directors, managers, officers, employees, brokers or agents as well as professional advisors, service providers and governmental authorities, for any of the following purposes: -

- (i) to register you as an End User of *Switch-In*TM;
- (ii) to verify your identity for account registration;
- (iii) to provide, maintain, enhance and/or improve our Services to you as End Users;
- (iv) to respond to your queries or the requests, comments and/or feedbacks submitted by you through *Switch-In*TM or the Website;
- (v) to send you newsletters, promotional materials, festive or seasonal greetings, messages and gifts;
- (vi) to market SWITCH INTM's, our subsidiaries', associates', affiliates', sister companies', marketing partners', banks' and financial institutions' businesses, products, events, promotions and/or services;
- (vii) to assign our rights, interests and obligations under any agreements entered into by us;
- (viii) to improve our Services to you and to our Business Partners;
- (ix) to manage our relationship with you and our Business Partners;
- (x) to conduct market research or surveys, internal marketing analysis, customer profiling activities and customer patterns analysis;
- (xi) for direct marketing and cold-calling;
- (xii) for internal administrative purposes;
- (xiii) for targeted advertising and marketing;
- (xiv) for fulfilment of our legal obligations;
- (xv) for protection of our legal rights and interests;

(xvi) for other legitimate business purposes; and

(xvii) for compliance of our legal and regulatory obligations.

By using *Switch-In*TM, the Website and/or our Services, you understand, agree and consent that we process, disclose, share and transfer your Personal Data for the abovementioned purposes.

The purposes listed above may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

5. FAILURE TO PROVIDE PERSONAL DATA

Your Personal Data is and will be provided to us on a voluntary basis. The failure to supply your Personal Data to us, or the failure to consent to this Privacy Statement, will or may result in us being unable to render and provide you with the Services as requested or as expected by you or otherwise to correspond with you, and you may be required to stop using *Switch-In*TM or accessing the Website.

You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

6. SECURITY MEASURES

We shall store, use and process your personal data in a secure manner. We shall maintain appropriate administrative, technical and organizational security measures, safeguards and procedures in accordance with the applicable laws and regulations to protect the security of your personal data against accidental loss, misuse, unlawful or unauthorized access, disclosure, alteration, destruction or damage.

7. CANCELLATION OF ACCOUNT AND WITHDRAWAL OF CONSENT

The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to us at enquiry@switch-in.com.my.

Should you want to delete your account/data and/or deactivate your *Switch-In*TM user account with us, you may submit your request in writing or via email to us at enquiry@switch-in.com.my, indicate your name, registered phone number and registered email address.

Upon receipt of your written request to cancelation your access account to *Switch-In*TM platform or withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) business days of receiving it.

Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing access to *Switch-In*TM, the Website and/or our Services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the same manner as described above.

Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

8. ACCESS, CORRECTION AND ENQUIRIES

If you have any queries about this Privacy Statement or if you wish to access, limit, update and/or correct your personal data held by us, please contact us at enquiry@switch-in.com.my.

Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request. We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the Personal Data Protection Act 2010).

9. AMENDMENT, MODIFICATION AND UPDATE

We reserve our right to amend, modify and/or update this Privacy Statement from time to time without prior notice to reflect any changes to our privacy practices or for other regulatory, operational or legal reasons. If this Privacy Statement is amended, modified and/or updated in any way, the revised Privacy Statement will be uploaded onto our Website. You should check and review our Privacy Statement periodically to ensure that you are aware of our latest privacy

practices. If you continue to use our Services after the revised Privacy Statement is in effect, you automatically, irrevocably and unconditionally agree and accept to the revised Privacy Statement.

CANCELLATION AND REFUND POLICY

These terms are in effect as of 1st June 2021. Last updated on 1st June 2021.

1. APPLICATION FOR RETURNS/REFUNDS

Subject to the terms and conditions in this Refunds and Return Policy and the Terms of Service, Buyer may apply for return of the purchased items (“Item”) and/or refund prior to the expiry of Refund Policy Period i.e. fifteen (15) days from the date on which a delivery attempt was first made (the “Period”).

2. APPLICATION FOR THE RETURN OF AN ITEM

Buyer may only apply for the refund and/or return of the Item in the following circumstances:

- (i) The Item has not been received by Buyer;
- (ii) The Item was defective and/or damaged on delivery;
- (iii) Seller has delivered an Item that does not match the agreed specification (e.g. wrong size, colour, etc.) to Buyer;
- (iv) The Item delivered to Buyer is materially different from the description provided by Seller in the listing of the Item; or
- (v) By way of private agreement between the Buyer and Seller (i.e. independent of SWITCH-IN™) whereupon the Seller must send his/her confirmation to SWITCH-IN™ confirming the existence of such an agreement.

Buyer’s application must be submitted via email to SWITCH-IN™ attaching all the required information as evidence of Buyer’s application. Buyer is solely responsible for his application and SWITCH-IN™ disclaims all responsibility for any missing or false information supplied by Buyer.

SWITCH-IN™ will review each Buyer’s application on a case-by-case basis and, in its sole discretion, determine whether Buyer’s application is successful.

In the event where Buyer has commenced legal action against Seller, Buyer may provide the formal notification from the appropriate authority to SWITCH-IN™ to request SWITCH-IN™ to continue to hold the purchase monies until a formal determination is available. SWITCH-IN™ will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

3. RIGHTS OF SELLER

When SWITCH-IN™ receives an application from Buyer for the return of the Item and/or refund, SWITCH-IN™ will notify Seller in writing.

Seller may dispute a refund claim if Buyer requests for a refund/return due to:

- (i) Non-receipt, but Sellers has shipped the complete order

- (ii) Damaged / faulty product received, but Sellers has shipped the order with adequate protection

Seller may respond to Buyer's application according to the steps provided by SWITCH-IN™ in the written notification. Seller must respond within the time-frame stipulated in the written notification (the "Stipulated Period").

Should SWITCH-IN™ not hear from Seller within the Stipulated Period, it will be deemed that Seller has no response to Buyer's application and SWITCH-IN™ will proceed to assess Buyer's application without further notice or reference to Seller.

SWITCH-IN™ will review each Seller's response on a case-by-case basis on the merits of Buyer's application and, in its sole discretion, determine whether Buyer's application may be successful in the circumstances based on evidence provided by either or both parties.

4. CONDITION OF RETURNING ITEM

To enjoy a hassle-free experience when returning the Item, Buyer should ensure that the Item, including any complimentary items such as accessories that come with the Item, must be returned to Seller in the condition received by Buyer on delivery. We will recommend Buyer to take a photo of the Item upon receipt.

5. LIABILITY OF PRODUCT RETURN SHIPPING FEE

- (i) In the scenario of an unforeseen error from the seller's end (i.e - damaged, faulty or wrong product delivered to the buyer), the seller will bear buyer's return shipping fee.
- (ii) In the scenario of the buyer's change of mind, buyer shall get seller's consent prior to the return request and buyer will bear the return shipping fee.
- (iii) In the scenario where both seller-buyer disputing the party liable for the return shipping fee, SWITCH-IN at its sole discretion will determine the party liable for the return shipping fee.

6. REFUNDS

Buyer will only be refunded after SWITCH-IN™ has received the confirmation from Seller that Seller has received the returned Item. In the event where SWITCH-IN™ does not hear from Seller within a specified time, SWITCH-IN™ will be at liberty to refund the applicable sum to Buyer without further notice to Seller. The refund will be made to Buyer's credit/debit card or designated bank account, whichever is applicable.

7. COMMUNICATION BETWEEN BUYER AND SELLER

SWITCH-IN™ encourages Users to communicate with each other in the event where disputes arise in a transaction. As SWITCH-IN™ is a platform for Users to conduct trading, Buyer should contact Seller directly for any issue relating to the Item purchased.

8. CANCELLATION OF DEALS/TICKETS

You may cancel your Deal or Ticket by contacting SWITCH-IN™ customer service within the cancellation period, as stated at the time of purchase on the Website. Cancellation windows vary on a case by case basis. A Deal or Ticket cancelled with the required notice will be refunded in full to the credit card you used to purchase such Deal or Ticket.

The Merchant, not SWITCH-IN™, is the offeror of the Services for the Events, to which the Deal or Ticket correspond to, and is solely responsible for accepting or rejecting any Deal or Ticket you purchase, as related to all such Services.

Please directly consult with the Merchant if you have any enquiries or complaints in respect of the Service you received in connection with your Deal or Ticket. Except as expressly set forth herein, all fees paid for Deal or Ticket are non-refundable. Prices quoted for Deal or Ticket are in the currency stated on the Website at the time prior to purchase.

If an Event which you have purchased a Ticket for is cancelled by the Merchant, SWITCH-IN™ will notify you as soon as reasonably practicable, and will process a full refund to the credit card you used to purchase such Ticket.

9. SWITCH-IN™'S RIGHTS AND OBLIGATIONS

SWITCH-IN™ reserves the right to deny and cancel bookings or purchases of any Services that are deemed in violation of this policy. Such a determination is at SWITCH-IN™'s sole discretion.

SWITCH-IN™ intends to offer or procure the Merchants to offer the Services to you at the best price available on the market. You acknowledge and agree that all taxes and additional fees for particular Services that may be payable for using the Services are expressly excluded in determining the best price.

Whilst the Merchants are required to provide SWITCH-IN with accurate and updated prices of the Services on this Website, SWITCH-IN™ cannot guarantee that all prices for the Services provided by the Merchants are accurate and updated at all times.

DISCLAIMER

You hereby agree that the use of Switch-In™, the Website and/or our Services in general are on an ‘as is’ basis and such use of Switch-In™, the Website and/or our Services shall solely be at your risk. Neither SWITCH IN™ nor its subsidiaries (if any), associates, affiliates, sister companies or their respective directors, managers, officers, employees, brokers or agents (where applicable) warrants that the use of Switch-In™, the Website and our Services will be fully operating and uninterrupted, free from errors or omissions, free from viruses or any harmful components. Neither SWITCH IN™ nor its subsidiaries (if any), associates, affiliates, sister companies, or their respective directors, managers, officers, employees, brokers or agents (where applicable) warrants that the contents or any information, services, products or vouchers provided through Switch-In™ are accurate, reliable and in a timely order. We hereby expressly disclaim any and/or all representations, conditions and warranties, whether expressly or impliedly made, as to the operation of Switch-In™, the Website, the contents and the information contained on the Website. For more information, kindly refer to our [Terms of Use](#) and [Privacy Statement](#).

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