

HOO LAH CONSUMER TERMS AND CONDITIONS

These Consumer Terms and Conditions (these “Terms and Conditions”) sets out the terms and conditions applicable to you as a Consumer regarding the use of the hoolah Payment System provided by HOO LAH MALAYSIA SDN. BHD. By using the hoolah Payment System, you are taken to have agreed to these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

The following definitions apply in these Terms and Conditions unless inconsistent with the context or otherwise specified:

Account	means an account within the hoolah Payment System specifically for use by a Consumer.
AML Laws	means any anti-money laundering, know-your-customer and/or anti-terrorism laws.
Business Day	means a day in which banks and financial institutions are open for business in Kuala Lumpur.
Charge	means any charge that may be imposed by hoolah on you as a result of your failure to comply with your obligations, including Late Payment Charges.
Confidential Information	means all information, including personal data, relating to you that you provide to hoolah.
Consumer	means a person who is registered as a consumer in the hoolah Payment System.
Consumer Status Tier	means the tier that a Consumer is classified into as part of a tiered system within the hoolah Payment System, which may influence, among other things, a Consumer’s Purchase Limit and any other entitled benefits relating to the Consumer’s use of the Services.
Credit Card or Debit Card	means a credit card or debit card that has been issued by a financial institution to a Consumer that is tied directly to an operating bank account. For clarification, this does not include Visa or MasterCard issued prepaid debit cards, virtual debit cards or virtual account numbers, gift cards or any other type of access card.
Deferred Payables	has the meaning ascribed to it in Clause 2.1.
eCommerce Store	means an online e-commerce store where a Participating Merchant offers Products for sale to Consumers.
Fee	means any fee that may be imposed by hoolah on you as a result of activities performed in association with your Account as requested by you.
hoolah	means HOO LAH MALAYSIA SDN. BHD. (1322577-D)
hoolah Group	means hoolah, any of its parents, subsidiaries (as defined in the Malaysian Companies Act 2016) and/or affiliates.

hoolah Payment System	means the system developed by hoolah for the implementation and administration of an online payment solution, whereby Participating Merchants agree to accept payment by Consumers on a deferred basis and assigns the Deferred Payables to hoolah, and hoolah agrees to allow Consumers to make payment for the Deferred Payables via Instalments, and which includes performing validation checks and assessments on Consumers and Participating Merchants using the system, managing accounts and processing transactions and requests.
hoolah Website	means hoolah's website, available at www.hoolah.co .
Instalment	means one of such number of separate and equal instalments as may be determined by hoolah at its sole discretion that is created by a successful Order pursuant to the hoolah Payment System.
Intellectual Property Rights	means intellectual property rights of any kind including without limitation, all rights in or arising out of patents, trade, service and other marks, layout design rights, registered designs, design rights (and applications for all of the same), copyrights, rights affording equivalent protection to copyrights and design rights, moral rights, trade, product, brand and business names, rights protecting trade secrets and confidential information, get-ups and logos, inventions, discoveries, improvements, designs, techniques, computer programs, trade secrets, supply, distributorship, agency and other like agreements, technical and commercial know-how and confidential processes, all other information including rights acquired under licenses or other agreements in connection with any of the same, rights protecting goodwill and reputation and in every case, all other similar corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
Late Payment Charge	means a charge imposed by hoolah on a Consumer where the Consumer fails to pay an Instalment on the Scheduled Due Date and within any accompanying grace period (where applicable).
Malaysian Ringgit	means the lawful currency of Malaysia.
Nefarious Behaviour	means any behaviour in bad faith including, but not limited to: <ul style="list-style-type: none">(a) using the hoolah Payment System for unauthorised purposes;(b) inappropriately gaining from the hoolah Payment System or merchants using it;(c) reverse engineering the hoolah Payment System; or(d) engaging in fraudulent activities in and around the hoolah Payment System or supporting hoolah systems, and shall include any attempts by you in relation to the above which could, if carried out to a natural conclusion, conceivably lead to the occurrence of any of the above.
Nominated Payment Method	means the method of payment nominated by a Consumer to make payments to hoolah (including payment of Fees, Charges, Instalments and Late Payment Charges).

Order	means an order created in the hoolah Payment System as a result of a successful transaction between a Consumer and a Participating Merchant using the hoolah Payment System to effect payment. An Order may comprise a single Product or multiple Products.
Order Value	means the monetary value of an Order.
Participating Merchant	means an approved retailer or retail merchant that allows Consumers to purchase Products on its eCommerce Store and make payment using the hoolah Payment System.
Product	means an item and/or service for sale by a Participating Merchant in their eCommerce Store. A Product or Products form part of an Order.
Purchase Limit	means the maximum amount of financial exposure or the number of concurrent Orders that a Consumer is allowed to accumulate for Orders made using the hoolah Payment System. Such Purchase Limit may factor into account the Consumer Status Tier of the Consumer.
Repayment Schedule	means the schedule generated by hoolah for the Consumer's payment of Instalments.
Return	means any refund on any Order that a Consumer may request from a Participating Merchant and which the Participating Merchant will communicate to hoolah by such means as approved by hoolah.
Reversal	means any reversal of any Order that a Consumer may request from a Participating Merchant and which the Participating Merchant will communicate to hoolah by such means as approved by hoolah.
Scheduled Due Date	means the date on which an Instalment is due to be paid to hoolah.
Services	means the provision of the hoolah Payment System as specified in Clause 2.
Suitable Repayment Plan	means a separate repayment plan to be discussed between a Consumer and hoolah in the event that the Consumer is unable to pay its outstanding debts owed to hoolah due to hardship. Any such Suitable Repayment Plan is at hoolah's sole discretion.

Unless the context otherwise requires, or as specifically provided otherwise, in the interpretation of these Terms and Conditions:

- (a) headings are for reference only and shall not affect the interpretation or meaning of any provision of these Terms and Conditions;
- (b) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (c) the singular includes the plural and vice versa; and
- (d) any reference to a clause, party or schedule is a reference to a clause, party or schedule to these Terms and Conditions.

2. SERVICES

- 2.1 Under these Terms and Conditions, hoolah will grant you access to and use of the hoolah Payment System, which will give you the ability to purchase Products from Participating Merchants through their eCommerce Stores and pay for the Products via a single lump sum on a deferred basis such that you shall only be obliged to pay the full Order Value on a later date according to these Terms and Conditions ("Deferred Payables").
- 2.2 By using the hoolah Payment System, you acknowledge that the Merchant will sell, and irrevocably assign, the Deferred Payables to hoolah. Upon such assignment, you are obliged to pay the Deferred Payables to hoolah. hoolah will waive your obligation to pay the Deferred Payables in a single lump sum and agrees to give you the ability to make payment for the Deferred Payables via Instalments without interest.
- 2.3 For the avoidance of doubt, the hoolah Payment System is a **factoring agreement**. The hoolah Payment System does not constitute a lending or credit facility and hoolah does not provide any credit to Merchants or Consumers.

3. TERMS OF SERVICE

3.2 Consumer Eligibility

- (a) In order to be eligible to receive the Services, you must:
- (i) be a natural person and not a company, partnership or other commercial or non-commercial entity;
 - (ii) be at least 18 years old at the time of any Order made by you;
 - (iii) have a valid email address;
 - (iv) have a mobile telephone number issued by a Malaysian telecommunications carrier;
 - (v) have a billing address and shipping address located in Malaysia; and
 - (vi) own a valid Credit Card or Debit Card which you can use to make payments on the hoolah Payment System.
- (b) Your eligibility is assessed and determined upon each Order you make, and hoolah reserves the right to deny, suspend or terminate the provision of the Services to you in the manner prescribed in Clause 3.2(i) in the event that you fail to meet the eligibility requirements set out in Clause 3.1(a) at any time, and you shall have no right of recourse or appeal against such decision.

3.3 Account

- (a) Upon making your first Order, you shall provide hoolah with the following details:
- (i) your date of birth;
 - (ii) a valid email address which belongs to you and of which you are the registered user; and
 - (iii) a valid mobile phone number issued through a Malaysian telecommunications provider and which is registered in your name,
- and such details shall be used to create an Account for you in order for you to manage your Orders and Repayment Schedule.
- (b) You will be notified upon creation of your Account and will be required to set a password for your

Account. You remain solely responsible for the safety and security of such password.

- (c) Where you believe that your password has been compromised, you shall notify hoolah immediately and in the event that you fail to do so, you shall be liable for further purchases made using your credentials.
- (d) You remain responsible for any unauthorized access to your Account except where such unauthorised access is a result of hoolah's failure to take reasonable steps to prevent such unauthorised access.
- (e) You shall have only one Account.
- (f) hoolah may limit your access to your Account in the following ways:
 - (i) where you have failed to pay any Instalment(s) by the Scheduled Due Date and within any accompanying grace period (where applicable), hoolah may suspend you from making further Orders and subsequently, where your debts to hoolah have been referred to a third-party debt collection agency, hoolah will block access to your Account;
 - (ii) where hoolah has reasonable cause to suspect that you have been involved in any Nefarious Behaviour within the hoolah Payment System, hoolah:
 - (A) reserves the right to conduct investigations, with internal and external third-parties, to determine the extent and impact of the suspected Nefarious Behaviour;
 - (B) may seek your cooperation and assistance in dealing with such activities;
 - (C) may request immediate payment from you for all outstanding debts only to hoolah for such Account(s);
 - (D) reserves the right to suspend any Account(s) associated with you until such time as such Nefarious Behaviour is halted or restricted to the satisfaction of hoolah;
 - (E) reserves the right to temporarily suspend or permanently block you from using or participating in the hoolah Payment System or its network of Participating Merchants;
 - (F) may, at its sole discretion, close any Account(s) whether associated with the suspected Nefarious Behaviour or otherwise; and
 - (G) reserves the right to report such behavior to the relevant authorities; and
 - (iii) in addition to Clause 3.2(f)(ii), where devices, email accounts and/or phone numbers are being used to perform an Order or create an Account and such devices, email addresses and/or phone numbers are reasonably suspected by hoolah to be involved in connection with any Nefarious Behaviour within the hoolah Payment System, hoolah:
 - (A) reserves the right to conduct investigations, with internal and external third-parties, to determine the extent and impact of the suspected Nefarious Behaviour;
 - (B) reserves the right to block those devices and their attributes;
 - (C) reserves the right to suspend any and all accounts associated with such devices and their attributes and the suspected Nefarious Behaviour;
 - (D) reserves the right to temporarily suspend or permanently block those devices and their attributes from using or participating in the hoolah Payment System or network;

- (E) may, at its sole discretion, close any Account(s) whether associated with the suspected Nefarious Behaviour or otherwise;
 - (F) may request immediate payment from you and any associated persons for all outstanding debts for such Account(s); and
 - (G) reserves the right to report such behavior to the relevant authorities.
- (g) You may close your Account at any time provided that:
- (i) you have paid in full all Instalments associated with your Orders, and there are no outstanding debts owed by you to hoolah that have been referred to a third party for collection and no Suitable Repayment Plan is still ongoing;
 - (ii) you have repaid all Late Payment Charges imposed on you, or such Late Payment Charge has been reversed (subject to hoolah's discretion);
 - (iii) there are no outstanding disputes between you and hoolah or any Participating Merchant;
 - (iv) there are no outstanding Refunds or Reversals from a Participating Merchant that are still pending processing; and
 - (v) you are not subject to any investigation regarding your Orders, Instalments or any other reason as reasonably determined by hoolah.
- (h) hoolah may close your Account:
- (i) without your consent or prior notice, if hoolah becomes aware that any Account associated with you is being used by a third party or has been compromised in any way whether as a result of your actions or inactions or otherwise;
 - (ii) if hoolah considers that you are using the hoolah Payment System inappropriately, illegally, or against the spirit of these Terms and Conditions;
 - (iii) if you have not paid your outstanding debts to hoolah and:
 - (A) your failure to pay persists despite hoolah putting in place a suitable repayment plan;
 - (B) your outstanding debts have been referred to a third-party agency for collection; and
 - (C) such collection has been carried out with limited or no success.

and in such case you may not be able to open another Account with hoolah for a period of three (3) years or any other period or time that is deemed appropriate by law or regulation, and hoolah reserves the rights to:

- (iv) pursue any outstanding sums due and owing to hoolah in connection with these Terms and Conditions through third-parties and relevant legal means available to hoolah;
- (v) notify any credit reporting agency or bureau located in Malaysia or any agency or bureau that reports such credit reporting information to Malaysian companies, and identify any outstanding debts against your known details to hoolah as at the date of termination of these Terms and Conditions;
- (vi) notify any other statutory or governmental authority regarding the outstanding debts and your identity where required under Malaysian law;

- (i) Should you fail to meet the eligibility requirements set out in Clause 3.1 on an ongoing basis, hoolah may suspend, block, withdraw, close or otherwise render inoperable your Account.

3.4 Consumer Status Tier

hoolah may assign every Consumer with a Consumer Status Tier, which is determined in real-time based on various factors as hoolah may determine from time to time in its sole discretion, and such Consumer Status Tier may influence your Purchase Limit and any other relevant benefits relating to your use of the Services.

3.5 Validations, Checks and Risk Assessments

In respect of any Order, hoolah will conduct the following checks and assessments:

- (a) real-time checks and validations on the Participating Merchant's eligibility, exposure limit, product risk and other matters relating to Participating Merchants and the transaction;
- (b) real-time checks and validations on your eligibility;
- (c) real-time checks and validations your credentials, devices, relationships with other hoolah Consumers and other historical data; and
- (d) Purchase Limit assessments based on your Consumer Status Tier, the Order Value, the risks associated with the Products in the Order and your potential capability to repay the overall debt,

and where hoolah is satisfied of the eligibility of both you and the Participating Merchant at the time of making of the Order, hoolah will create an Order associated with you in the hoolah Payment System for the Order Value provided to hoolah by the Participating Merchant in the eCommerce Store.

3.6 Placement of Orders

- (a) Each time you make an Order, you are deemed to have accepted these Terms and Conditions as they stand on the date of placement of the Order.
- (b) For every Order you make, you give your unconditional and irrevocable consent for the Participating Merchant to sell and assign the Deferred Payable to hoolah. You acknowledge that in respect of the Deferred Payable, with effect from your Order request being accepted by hoolah and the Deferred Payable being irrevocably assigned to hoolah, the Participating Merchant shall have no further interest in that Deferred Payable and all subsisting rights and all remedies for enforcing that Deferred Payable shall vest in hoolah. Hoolah will pay the Order Value to the Merchants in consideration for the assignment of the Deferred Payable.
- (c) For every order you make, hoolah hereby waives your obligation to pay the Deferred Payables in a single lump sum and agrees to give you the ability to make payment for the Deferred Payables in Instalments. You agree to pay your Instalments according to the Repayment Schedule.
- (d) Upon making of your Order, hoolah will advise you of the outcome of such Order request:
 - (i) where the Order request is unsuccessful, hoolah will provide you with a reason for the failure and allow you to attempt the Order again for a maximum number of tries within a period of time as hoolah may determine in its sole discretion; and
 - (ii) where the Order request is successful, hoolah will provide you with your Repayment Schedule and an email receipt for your first Instalment paid (where applicable), and hoolah will notify the Participating Merchant of the successful Order to request that they fulfil your Order.

3.7 Rejection or Cancellation of Orders

All Orders placed are subject to hoolah's assessment and discretion and hoolah reserves the right to reject or cancel an Order where:

- (a) hoolah has reason to suspect, or becomes aware, that you may have or have materially breached these Terms and Conditions;
- (b) you fail to satisfy any of hoolah's validations, checks and assessments;
- (c) requested by the Participating Merchant associated with the Order, and in such case hoolah is not responsible for such rejection or cancellation and you should reach out to the Participating Merchant should you have any queries relating to it;
- (d) you have exceeded or will exceed your Purchase Limit;
- (e) the Participating Merchant associated with the Order has exceeded or will exceed its exposure limits;
- (f) hoolah suspects or becomes aware of suspicious activity from you within the hoolah Payment System which may contravene applicable laws and/or regulations including, but not limited to, AML Laws; or
- (g) hoolah suspects or becomes aware generally that the Participating Merchant and/or their systems have been or may have been compromised,

and where the Product from the cancelled Order has not been delivered to you, hoolah will, on a best endeavours basis, refund the monies paid by you and associated with the cancelled Order to the same Nominated Payment Method.

3.8 Instalment Repayments

- (a) Your repayment to hoolah of the Deferred Payables will be split into such number of separate and equal Instalments over a specified period of time as may be determined by hoolah at its sole discretion.
- (b) Where the Deferred Payables cannot be evenly split into such number of equal Instalments as may be determined by hoolah at its sole discretion, hoolah may adjust the Instalments accordingly and will ensure that the total amount due to be paid by you remains unchanged.
- (c) hoolah will generate a Repayment Schedule at its discretion and based on your Consumer Status Tier, outstanding debts (if any), and track record of previous Orders and Instalment Repayments, and depending on the Repayment Schedule generated, your first Instalment may be due:
 - (i) at the time of making the Order; or
 - (ii) at such later time after the Order is made as may be determined by hoolah at its sole discretion.
- (d) Where your first Instalment is due at the time of making the Order and you are unable to pay the first Instalment (whether due to insufficient funds in your Nominated Payment Method, or the transaction is declined by the relevant financial institution, or a general failure of the online payment process), hoolah may decline the Order request.
- (e) hoolah will remind you in advance of each Instalment and their respective Scheduled Due Dates via email.
- (f) You undertake to ensure that your Nominated Payment Method has sufficient funds to pay the Instalments on their respective Scheduled Due Dates.
- (g) In the event that any Instalment Repayment is unsuccessful due to a failure to obtain funds from your Nominated Payment Method, hoolah will advise you accordingly and grant you an immediate

grace period to pay such Instalment through alternative payment methods nominated by you.

- (h) If you are unable to pay your Instalments, you may contact hoolah via email to discuss and put in place a Suitable Repayment Plan.
- (i) If you fail to pay an Instalment on the Scheduled Due Date and within any accompanying grace period (where applicable), and you have not contacted hoolah with respect to a Suitable Repayment Plan, hoolah may impose a Late Payment Charge in accordance with Clause 5.
- (j) Upon successful payment of all Instalments relating to an Order, hoolah will advise you accordingly and notify you of any outstanding debts which you may owe to hoolah (as a result of Late Payment Charges or otherwise).

4. YOUR OBLIGATIONS

You shall:

- (a) use the hoolah Payment System in accordance with the operating procedures determined by hoolah from time to time;
- (b) keep your contact details up-to-date;
- (c) supply all information requested by hoolah in a timely and truthful manner;
- (d) not provide hoolah with any information that is false, misleading, untrue or inaccurate in its nature (including any claim of false identity);
- (e) immediately inform hoolah of any actual or potentially fraudulent activities which your Nominated Payment Method has or may have been involved in, and allow hoolah to share such information with third-party payment providers for the purposes of reducing further fraudulent activities;
- (f) be solely responsible for any matters relating to tax or additional fees arising from your use of the hoolah Payment System, including but not limited to:
 - (i) tax determination;
 - (ii) payment of any taxes or fees required by any governmental or regulatory authority; and
 - (iii) payment of any fees or commission incurred in connection with any exchange of monies associated with any Order;
- (g) be responsible for your Account, its use and ongoing security, and shall not permit any unauthorized person or other entity to access your Account at any time unless required by law;
- (h) not use your Account to purchase Products for third parties for the purposes of receiving further or additional payments from such third parties;
- (i) use your Account in a responsible and lawful manner and not use your Account to procure any goods or services that are illegal or unlawful in nature or in a manner that contravenes any AML Laws; and
- (j) to the fullest extent permitted by law, cooperate with hoolah in the event of any investigation performed by hoolah, any third-party or any legal, governmental or regulatory authority in relation to any Order, payment or matter related to your Account.

5. PAYMENT, FEES AND CHARGES

5.2 All Fees and Charges associated with an Order are maintained in the Schedule of these Terms and hoolah Consumer Terms and Conditions (Malaysia)

Conditions and hoolah reserves the right to alter those Fees and Charges at its sole discretion and subject to Clause 16, and will in such case amend these Terms and Conditions and publish the amended Terms and Conditions on the hoolah Website.

- 5.3 Any Late Payment Charges incurred pursuant to Clause 3.7(i) are calculated based on the Order Value and are tabled in the Schedule to these Terms and Conditions as well as available on the hoolah Website.
- 5.4 In the case of Refunds and Reversals, the Late Payment Charges will be adjusted in the following manner:
- (a) in the case of a partial Refund, any Late Payment Charges shall be calculated based on the revised Order Value post-Refund; and
 - (b) in the case of a full Refund or a Reversal, hoolah will remove any Late Payment Charges applied against outstanding Instalments for such Refunded or Reversed Order.
- 5.5 Hoolah reserves the right to remove, reverse, waive or void generally any Late Payment Charge at its sole discretion.
- 5.6 Payment of outstanding debts owed by you to hoolah may be:
- (a) **made automatically:** hoolah may obtain monies from your Nominated Payment Method automatically to pay an Instalment on the Scheduled Due Date, and such monies will first be applied against that Instalment and any surplus monies (if any) obtained by hoolah will be applied against any other outstanding debts on your Account; or
 - (b) **made manually:** you may make manual payments in respect of outstanding debts owed by you to hoolah and which are not subject to automatic deduction from your Nominated Payment Method, and such manual payments will be applied in the following order of priority until the monies have all been used:
 - (i) first, to any outstanding Instalments;
 - (ii) second, to any outstanding Fees;
 - (iii) third, to any outstanding Charges (excluding any Late Payment Charges); and
 - (iv) last, to any outstanding Late Payment Charges;
- 5.7 You may also make manual payments for future Instalments which are yet to fall due, provided that you have no outstanding debts owed to hoolah at that point in time, and such manual payments shall be applied against future Instalments in the order that they would have become due. Any surplus monies will be refunded to your Nominated Payment Method.
- 5.8 Where there are any surplus monies which exist as credits in your Account and you have no outstanding debts, you may request for a refund and hoolah will endeavour to refund such monies to you as soon as practicable.
- 5.9 hoolah reserves the right to:
- (a) limit the number of Credit Cards or Debit Cards used to pay your Instalments within a period of time as may be determined by hoolah in its sole discretion;
 - (b) limit the amount of manual payments that you may make in respect of your Account and your Orders;
 - (c) only accept any repayment on any Order made after 21 days from the date of the creation of the relevant Order and to reject all attempted repayments before such time; and

- (d) place any additional limitations on you, Participating Merchants, Credit Cards or Debit Cards, devices and accounts as hoolah may deem fit and reasonable to protect its financial exposure.

6. **DISPUTES, REVERSALS AND REFUNDS**

6.1 Disputes

In the event of any dispute between you and a Participating Merchant:

- (a) you shall contact the Participating Merchant directly to file your dispute with them;
- (b) you should notify hoolah of such ongoing dispute so that hoolah is aware of the dispute and can take appropriate action.
- (c) if you are unable to resolve the dispute with the Participating Merchant, you may raise the matter with hoolah and hoolah will use reasonable endeavours in good faith to (but shall not be obliged to) mediate and resolve such dispute, and in such case you acknowledge that hoolah is not obliged to intervene and that the Participating Merchant is not obliged to follow hoolah's directions regarding such dispute; and
- (d) you acknowledge that notwithstanding an ongoing dispute, you remain liable to hoolah for any outstanding debts related to the Order in dispute.

6.2 Reversals

In the event of a Reversal:

- (a) it is the duty of the Participating Merchant to notify you if they are unable to fulfil any Order;
- (b) upon such notification to hoolah by the Participating Merchant, hoolah shall waive the requirement for you to pay the Deferred Payable in respect of such Order;
- (c) you will not receive the Product(s) contained in the affected Order;
- (d) such Reversal will be reflected in your Account; and
- (e) in the event that you have paid any Instalments before such Reversal, hoolah will refund the equivalent amounts to your Nominated Payment Method.

6.3 Refunds

In the event of a Refund:

- (a) it is your duty to notify the Participating Merchant of any Refund request and to comply with the Participating Merchant's refund process and any other statutory requirements in relation to such refund process, and you and the Participating Merchant shall reach an agreement regarding the Refund amount without hoolah's involvement and prior to the Participating Merchant lodging a Refund request with us;
- (b) the Participating Merchant shall lodge such Refund request with hoolah within sixty (60) calendar days of the creation of the Order and any Refund request beyond this time must be expressly agreed between you and the Participating Merchant, and the Participating Merchant shall notify hoolah within twenty-four (24) hours of such agreement to Refund;
- (c) where a full Refund is agreed as between you and the Participating Merchant, you shall return the disputed Product(s) (where applicable) to the Participating Merchant and the Participating Merchant shall acknowledge receipt of the disputed Product(s), upon which:

- (i) hoolah shall waive the requirement for you to pay the Deferred Payable in respect of such Order;
 - (ii) in the event that you have paid any Instalments before such Refund, hoolah will refund the equivalent amounts to your Nominated Payment Method; and
 - (iii) your Account will be updated to reflect the full Refund;
- (d) where a partial Refund is agreed as between you and the Participating Merchant, you shall return the disputed Product(s) (where applicable) to the Participating Merchant and the Participating Merchant shall acknowledge receipt of the disputed Product(s), upon which:
- (i) hoolah shall waive the requirement for you to pay the value of the partial Refund agreed between you and the Participating Merchant and such amount shall be deducted from the Deferred Payable;
 - (ii) hoolah will pro-rate the Instalments according to the revised Deferred Payable taking into account the partial Refund;
 - (iii) in respect of each Instalment Repayment already made, hoolah will credit your Account with an amount equivalent to the difference between the original and pro-rated Instalment;
 - (iv) such credits may be used to pay the pro-rated Instalments that become due and payable; and
 - (A) where such credits are insufficient, you will top up the outstanding balance; and
 - (B) where such credits exceed the outstanding debt such that additional credits remain after all pro-rated Instalments have been repaid, hoolah will refund the value of such additional credits to you; and
 - (v) your Account will be updated to reflect the partial Refund.

6.4 For the avoidance of doubt, hoolah is not obliged to contact or to seek a Refund or Reversal on your behalf or on the behalf of the Participating Merchant and hoolah is not obliged to do anything until the Participating Merchant lodges a Refund request.

6.5 Upon receipt of a Reversal or Refund request, hoolah shall, within a reasonable time, process such request and pay such refund amount to hoolah's payment processor to be processed in line with the payment processor's practices. In this regard, you acknowledge and agree that any refund amount due to be repaid to your Nominated Payment Method is subject to handling methods outside hoolah's control and you shall not hold hoolah responsible for any delays caused directly or indirectly by any financial institution or its agents associated with your Nominated Payment Method.

7. COMPLAINTS

7.1 If you have any complaints regarding your Account, Instalment repayment calculations, outstanding debts, any hoolah staff or any other matter relating to hoolah, please contact us at the details below to raise a formal complaint:

Email: complaints@hoolah.co

Mail: A-38-02, LEVEL 38, MENARA UOA BANGSAR, NO. 5, JALAN BANGSAR, UTAMA 1, 59000 KUALA LUMPUR W.P. KUALA LUMPUR MALAYSIA

7.2 hoolah aims to respond to you within seventy-two (72) hours of receiving such complaint and to resolve the matter within fourteen (14) Business Days of receiving such complaint, failing which hoolah will notify you of the reason(s) for such delay and if any further information or action is required from

you, and you agree to provide hoolah with all reasonable assistance, including providing any additional information requested of you, to resolve the matter.

- 7.3 For the avoidance of doubt, hoolah will not accept any complaints arising out of your incapacity to pay your Instalments.

8. **ADDITIONALACKNOWLEDGEMENTS**

You acknowledge that:

- (k) you are aware that you can access hoolah's other policies (including but not limited to the Privacy Policy, Trust in Purchasing Policy, Data Retention Policy) online on the hoolah Website, and you have read, understood and agreed to these policies as hoolah may publish from time to time;
- (l) hoolah does not keep version-controlled copies of these Terms and Conditions and other hoolah policies in a publicly accessible archive and you are expected to keep a copy of these documents should you wish to keep track of them;
- (m) hoolah does not have any control over the Products offered by Participating Merchants and is not responsible or liable for the quality or delivery of these Products, and Participating Merchants remain responsible for fulfilling Orders made by you in a timely manner and/or accepting any Refunds;
- (n) you are aware of your consumer rights under Malaysian law and that these rights extend to your purchase of Products from Participating Merchants, and nothing in these Terms and Conditions is intended to modify, exclude, restrict or deny any of your rights under Malaysian law; and
- (o) hoolah is not required to guarantee the identity of any Participating Merchant and/or their staff.

9. **CONFIDENTIALITY**

- 9.2 hoolah shall at all times keep confidential and not disclose to any third party the Confidential Information except as permitted by this Clause 9 and for the purposes of performing our obligations under these Terms and Conditions, and agrees to protect the Confidential Information with security measures and a degree of care that would apply to its own confidential information.

- 9.3 Notwithstanding Clause 9.1, hoolah may disclose Confidential Information:

- (a) to other entities in the hoolah Group and third-party payment providers;
- (b) to its officers, directors, employees, auditors, advisors, subcontractors and other persons providing services to it where (provided that such person is under a duty of confidentiality in relation to the Confidential Information, professional, contractual or otherwise) to the extent necessary for hoolah to perform its obligations under these Terms and Conditions;
- (c) where requested or required by law, regulation and/or any court of competent jurisdiction or any competent banking, taxation, judicial, governmental, supervisory, regulatory or equivalent body; and
- (d) to any other person where necessary for the performance of its obligations under these Terms and Conditions or with your consent.

- 9.4 Notwithstanding any other provisions of these Terms and Conditions, the obligations of confidentiality under this Clause 9 shall survive the termination or expiration of these Terms and Conditions for a period of two (2) years thereafter.

10. **INTELLECTUAL PROPERTY**

- 10.1 All Intellectual Property Rights in and related to the hoolah Payment System, hoolah mobile applications, hoolah websites and portals, its composite engineering, know-how and processes shall be and shall remain the exclusive property of hoolah.
- 10.2 You must not copy, reverse engineer, decompile, disassemble, attempt to derive the source code of, modify, create derivative works of, re-post to other applications or websites, change, or otherwise distribute, license, sub-licence or transfer in any form any aspect of hoolah's intellectual property.

11. DATA PROTECTION

You acknowledge and agree that hoolah may collect, use, process, disclose and/or transfer (whether in or outside Malaysia) your personal data for the purposes and to the persons as set out in hoolah's data protection policy, which is available on the hoolah Website and may be updated from time to time. hoolah shall comply with all applicable data protection and privacy laws and regulations (including but not limited to the Malaysian Personal Data Protection Act 2010) and shall have in place adequate safeguards to protect your personal data.

12. PERSONAL DATA

You agree and consent for your personal data to be processed in accordance with our Privacy Policy. To view our Privacy Policy, click <https://hoolah.co/privacy/>

13. LIMITATION OF LIABILITY, INDEMNITY AND DISCLAIMERS

13.1 Limitation of Liability

To the extent permitted by applicable law, hoolah (including its related bodies corporate, directors, employees, officers, agents and representatives) and any third parties providing services for or on behalf of hoolah will not be liable for any direct, indirect, special, consequential, incidental or punitive damages (including without limitation loss of profits, loss of revenue and loss of data) arising out of or in connection with these Terms and Conditions, the hoolah website and the hoolah Payment System. hoolah's liability to you for any non-excludable damages shall not exceed the value of any Orders that are to the subject matter of such claim, including any Fees or Charges that have been applied by hoolah against you.

13.2 Indemnity

To the extent permitted by applicable law, you acknowledge that you are responsible for and agree to hold harmless hoolah from and against any all claims, costs, expenses, damages, liabilities, obligations, and losses (including reasonable legal fees) to the extent arising out of or in connection with your:

- (a) breach of these Terms and Conditions, and/or your negligence or willful misconduct;
- (b) inability to repay debts on Orders made using your Account, whether such Orders were created directly by you or as a result of your negligence or inability to keep your Account secure; or
- (c) inability to repay debts on Orders made using your Account due to a change in your financial circumstances subsequent to the making of such Order,

save to the extent that such claim and/or subsequent damages or where it could be reasonably expected to do so, failed to reasonable steps to mitigate the claim and/or subsequent damages arises as a result of willful default or gross negligence on the part of hoolah, its directors, employees, officers, agents and representatives and those of any member of the hoolah Group.

13.3 Disclaimer of Warranties

- (a) Except for any express warranties set forth in these Terms and Conditions and subject to your

rights under Malaysian consumer protection law, hoolah does not provide or give any implied warranties or guarantees to any products or services provided by hoolah in using the hoolah Payment System nor give any express warranty or guarantee as to the suitability, availability, suitability of the hoolah Payment System or your eligibility to use the hoolah Payment System.

- (b) hoolah provides content or material on the hoolah Website that is provided by Participating Merchants, third-parties and other internet-based resources. hoolah uses best endeavours to ensure that content or material is correct, accurate, reputable, of high-quality and up-to-date and does not make any warranties or guarantees in relation to that content or the providers of that content. Where any inaccuracy has been brought to hoolah's attention, hoolah will attempt to correct any inaccuracies within a reasonable time and where practicable to do so.
- (c) You acknowledge that you have not relied on any representation and/or warranty made by hoolah which has not been expressly stated or referred to in these Terms and Conditions.

14. NOTICES

14.1 All notices or other communications between the parties shall be given in writing and in the English language and shall be delivered:

- (a) via electronic mail;
- (b) via registered mail or other third-party agents; or
- (c) via post,

to the registered email address or shipping or billing address (as the case may be) associated with your Account.

14.2 In addition to Clause 13.1, hoolah may send general communications as text messages to your registered mobile phone number.

14.3 For the purposes of this Clause 13, a notice or other communication is taken to be received:

- (a) for notices and other communications sent via electronic mail, the day after it was sent;
- (b) for notices and other communications delivered via post, three (3) Business Days after the date of postage.

14.4 If you change your address and fail to notify hoolah of such change and the new address, delivery of notices to you at the previous known address is deemed compliant with the notice obligations under this Clause 13.

14.5 Communications from you to hoolah must include the following details:

- (a) your Account details, including, but not limited to, the email address and mobile phone number registered with your Account; and
- (b) any additional information reasonably requested of you to verify your identity.

14.6 From time to time, hoolah may send marketing information regarding activities in the hoolah network or activities of Participating Merchants that may not relate directly to your Account to the email address or mobile phone number associated with your Account. You have the right to opt out from receiving marketing information at any time and may also choose to opt in again in the future.

15. TRANSFER AND ASSIGNMENT

15.1 You shall not transfer or assign any of its rights and obligations under these Terms and Conditions without hoolah Consumer Terms and Conditions (Malaysia)

hoolah's prior written consent.

- 15.2 hoolah may transfer, assign or novate these Terms and Conditions and any rights and obligations under these Terms and Conditions to a third party without your consent and/or notice.
- 15.3 You acknowledge and agree that hoolah may, without your notice or consent, appoint and engage third-party debt collection agencies to carry out and enforce any actions in relation to any outstanding debt owed by you to hoolah.

16. MODIFICATION

- 16.1 From time to time hoolah may unilaterally modify provisions of these Terms and Conditions which apply generally to all consumers using the hoolah Payment System, without requiring express or implied consent and without prior notice of such modifications, for the following reasons:
- (a) hoolah changes, alters, amends, removes, and/or introduces functionality to the hoolah Payment System;
 - (b) hoolah introduces new policies in to the hoolah Payment System to protect the hoolah Payment System and its operations;
 - (c) hoolah introduces new products or services in to the hoolah Payment System;
 - (d) hoolah is required to do so by law and/or regulation;

and in such case, the modified Terms and Conditions will be published on the hoolah Website and publicly accessible at www.hoolah.co/terms/, and you will be prompted to accept the modified Terms and Conditions upon making a new Order.

- 16.2 For the avoidance of doubt, any Order made by you prior to any modifications remains subject to the terms of the Terms and Conditions as it stood at the time of the placement of the Order, and any existing Orders and Instalments and their constituent attributes such as Fees, Charges and Late Payment Charges (where applicable) remain in place until they have been paid in full.
- 16.3 If you do not agree to any modifications, you may immediately suspend your Account, settle your outstanding debts and payments due with hoolah within a reasonable time, and subsequently close off your Account without prejudice.
- 16.4 You may re-join hoolah at any point in time thereafter.

17. GENERAL PROVISIONS

17.1 No Agency, Partnership etc.

Nothing in these Terms and Conditions shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these Terms and Conditions. Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf.

17.2 Force Majeure

Neither party shall have any liability under or be deemed to be in breach of these Terms and Conditions for any delays or failures in performance of these Terms and Conditions which result from circumstances beyond the reasonable control of that party, except for payment obligations. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

17.3 Remedies

Without prejudice to any other rights or remedies a party may have, the parties each acknowledge and agree that damages may not be an adequate remedy for any breach of these Terms and Conditions and the parties shall be entitled to the remedies of injunction, specific performance and other equitable relief (but for the avoidance of doubt no right of rescission or, unless expressly permitted, termination) for any threatened or actual breach of these Terms and Conditions.

17.4 No Waiver

No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy under these Terms and Conditions shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law. Any term of these Terms and Conditions may be amended or waived only with the consent of the other party and any such amendment or waiver will be binding on all parties. Any consent or waiver required by a party must be in writing and is effective only for the specific purpose for which it is given and for the specific time period, if any, contemplated by it.

17.5 Third Party Rights

Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party has no right to enforce or to enjoy the benefit of any term of these Terms and Conditions.

17.6 Severability

If any provision of these Terms and Conditions or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable only to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these Terms and Conditions.

17.7 Entire Agreement

You expressly acknowledge that you have read these Terms and Conditions and understood its provisions, and the parties agree that these Terms and Conditions constitutes the entire agreement between them with respect to the Services. No promise, inducement, representation or agreement other than as expressly set forth in these Terms and Conditions has been made to or by the parties.

17.8 Governing Law and Jurisdiction

These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia.

SCHEDULE

1. Order Creation Charges

Consumers shall bear the following costs associated with each Order made:

- (a) **Fees:** nil
- (b) **Charges:** nil

2. Late Payment Charges

The following Late Payment Charges shall be charged to Consumers for the failure to pay any Instalment(s) by their Scheduled Due Date and any accompanying grace period (where applicable). Late Payment Charges are calculated by the Order Value:

Order Value	Late Payment Charge
RM 0.00 – 99.99	RM 7.50
RM 100 - 499.99	RM 25
RM 500 and above	RM 75

Example (for illustration purpose only):

Robert makes a purchase using hoolah with an Order Value of RM 500. This will create four (4) separate and equal Instalments of RM 125 each. Each time Robert fails to pay the Instalment by the Scheduled Due Date and within any accompanying grace period (where applicable), he will be charged a Late Payment Charge of RM 75. The maximum Late Payment Charge that he can accumulate on this Order is RM 300 (i.e. 4 overdue Instalments incurring a Late Payment Charge of RM 75 each, represented as **4 x RM 75 = RM 300**).