



BUYER TERMS AND CONDITIONS

QOOSALE.MY (THE "SITE") IS AN INTERACTIVE ONLINE PLATFORM SERVICE OWNED AND OPERATED BY QOOPON SDN BHD AND QOOSALE PTE LTD.

PLEASE READ THE FOLLOWING TERMS & CONDITIONS (THE "AGREEMENT") CAREFULLY BEFORE USING THE SITE. THE SITE PROVIDES GOODS OR SERVICES ("PRODUCTS") FOR SALE BY THIRD PARTY ("SELLERS") TO THE REGISTERED USERS ("BUYERS") OF THE SITE LOCATED AT QOOSALE.MY. A REFERENCE TO A PRODUCT INCLUDES A REDEMPTION OFFER, THAT IS VOUCHER OFFER.

BY ACCESSING OR USING THE SITE, YOU ("YOU" OR THE "END USER") AGREE TO BE BOUND BY AND ACCEPT WITHOUT LIMITATION OR QUALIFICATION THE FOLLOWING TERMS & CONDITIONS.

1. USER REPRESENTATIONS

1.1 Users represent and warrant that:

- 1.1.1 they are at least 18 years of age;
- 1.1.2 they possess the legal right and ability to enter into a legally binding agreement with QooSale with respect to any Product purchased on the Site; and
- 1.1.3 will use the Site in accordance with these Terms & Conditions.

2. USER'S AGREEMENT

2.1 Users agree:

- 2.1.1 this Agreement is formed between QooSale and the User;
- 2.1.2 not to use the Site if the User does not agree with any Terms & Conditions of this Agreement;
- 2.1.3 to maintain all equipment required for their access to and use of the Site;
- 2.1.4 to maintain the security of their user identification, password and other confidential information relating to their QooSale account ("Account");
- 2.1.5 to be responsible for all consequences resulting from use of their Account, use of their Account by others (including minors) or unauthorised use;
- 2.1.6 to notify QooSale immediately if Users become aware of any unauthorised use of their Account; and
- 2.1.7 that each username and password must be used by a single User and are not transferable.

3. REGISTRATION

3.1 In order for Users to be able to access the Products offered by QooSale on the Site, Users must register by completing their registration details in the manner described on the Site. QooSale reserves the right to terminate a User's membership at any time if that User breaches these Terms & Conditions. Users must ensure that their registration details are true and accurate at all times. Specifically, Users must notify QooSale of any change to their registration details. Upon registration, Users must nominate a username and password.

4. RESTRICTIONS ON USE

4.1 Users agree to use the Site solely for their own personal and non-commercial use. Further, Users agree not to:

4.1.1 interrupt or attempt to interrupt the operation of the Site in any way, or use the Site in a manner that adversely affects the availability of its resources to other Users;

4.1.2 use the Site for any illegal purpose or in any manner that is inconsistent with these Terms and Conditions; or

4.1.3 modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from or offer for sale any information contained on, or obtained from the Site.

5. MODIFICATIONS

5.1 QooSale reserves the right to modify these Terms & Conditions from time to time. Such modifications will be effective immediately upon publication on this Site. Continued use of the Site, or any of the materials contained on the Site, following such publication will be deemed a User's conclusive acceptance of the modified Terms & Conditions.

6. EMAIL POLICY

6.1 It is assumed upon signing up that Users agree to receive emails from QooSale for the confirmation and registration of Products and for receiving information on offers (including via the QooSale newsletter). Emails are essential for confirmation and reservations will not be sent unless Users consent to receiving such email.

7. LINKS TO THIRD PARTY WEBSITES

(a)The Site may contain links to third party websites. QooSale does not endorse nor support the contents of third party websites. QooSale recommends Users to review the terms & conditions and privacy policy of the third party websites Users visit.

8. PURCHASE OF QOOSALE VOUCHERS

8.1 QooSale sell Vouchers via the Website that can be redeemed for Voucher Services from a Seller. You must Register in order to make a Purchase from the Website. Users understand and agree that except as required by law QooSale cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to QooSale or a change in specifications without notice to QooSale.

8.1.1 User can order the products and services that you wish to buy from our site by a very simple procedure. Any Order submitted by you is accepted after the payment has successfully paid.

8.1.2 Users agree to make their own enquiries to assess information provided and suitability of the Products before an order is placed.

8.1.3 By making a Purchase, user acknowledge that the Purchase is made subject to this Agreement.

8.1.4 Product images on the Site are for illustration purposes only and the actual Products may vary.

8.1.5 User should carefully review information such as price, shipping charges and terms and conditions of the deal before purchasing. QooSale take no responsibility and assume no liability for any loss or damages to a buyer arising from shipping information. QooSale reserve the right to check whether a buyer is duly authorized to use certain payment method, and may suspend the transaction until such authorization is confirmed or cancel the relevant transaction where such confirmation is not available.

8.1.6 When a QooSale Voucher transaction is complete: When you go through the procedure for purchasing a Voucher, after you have confirmed your acceptance to these terms and conditions and after we have taken payment (by debit card or credit card or whatever) the transaction will be complete only when we email you confirming the transaction.

8.2 For products deal by shipment :

8.2.1 **Delivery.** On receipt of the payment from the buyer, QooSale shall instruct the seller to take necessary actions for delivery and the seller should delivery within the handling time. The Seller should enter delivery information including the name of the delivery company, the tracking number, etc. through Seller account within 3 business days from the date of the delivery instruction. You will receive the delivery status via email.

8.3 For voucher deal redeem in person :

8.3.1 Once you have made a Purchase, the QooSale voucher is redeemable by you from the Seller stated on the voucher. The voucher Services for which the voucher can be redeemed will be stated on the voucher under Terms and Conditions together with the period of validity of the voucher. The voucher must be redeemed within the period of validity stated on the voucher and you will not be entitled to any refund or credit from us for unused vouchers which have expired. Any attempt by you to redeem voucher contrary to the terms and conditions of this Agreement may render a voucher void at our or a Sellers discretion.

8.3.2 QooSale reserves the right to change, suspend or remove any Product offer or other information from the Site at any time.

8.3.3 QooSale reserves the right to advise Users that Products for which an order was made have become unavailable.

8.3.4 Orders at QooSale are between the buyer and the Seller. The Seller are solely responsible for redeeming any QooSale Voucher you Purchase from us, supplying you with the Voucher Services. If you've any questions about the order, please contact your Seller directly.

8.3.5 We do not act as agent for the Seller. Where a Voucher Service includes the sale and/or supply of alcohol, that sale and/or supply is made by the Seller and not by us and the Seller is responsible for complying with all applicable laws relating to that sale/supply. Where a Voucher Service includes the sale/supply of travel services and/or arranges for another person a right of passage, the supply of services and/or arrangements is made by the Seller and not by us, and the Seller is responsible for complying with all applicable laws relating to the travel services/right of passage.

8.3.6 Reproduction, sale, resale or trade of a QooSale Voucher is prohibited. Any attempt to carry out any of these may void by QooSale.

8.3.7 Neither we nor the Seller are responsible for lost or stolen QooSale Vouchers or voucher reference numbers and no replacement QooSale Voucher shall be issued.

9. ABUSING OUR WEBSITE

9.1 We keep our Website and services working properly and safe. Please report problems, offensive content and policy violations to us.

9.2 Our Brand Protection Program (BPP) works to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been violated, please notify our BPP team and we will investigate.

9.3 Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our sites and their content, delay or remove hosted content, and take technical and legal steps to keep users off the sites if we think

that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies (for example, and without limitation, policies related to shill bidding, conducting off-site transactions, feedback manipulation, circumventing temporary or permanent suspensions or users who we believe are harassing our employees or other users). Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate accounts of users who may be repeat infringers of intellectual property rights of third parties. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

10. USER OBLIGATIONS

10.1 Sellers will have their own applicable terms and conditions, in relation to their own supply of their products and services, and you agree to (and shall) abide by those terms and conditions. The responsibility to do so is yours alone.

10.2 You warrant that all information provided on Registration and contained as part of your account during the course of this Agreement is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the details in your account.

10.3 Content on the Website and Service and QooSale Vouchers: It is your responsibility to ensure that any products, services or information available through the Website or the Service meet your specific requirements.

10.4 Without limitation, you undertake not to use or permit anyone else to use the Service or Website:

10.4.1 to send or receive any material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third party rights;

10.4.2 to send or receive any material for which you have not obtained all necessary licences and/or approvals (from us or third parties), or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;

10.4.3 to send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);

10.4.4 to cause annoyance, inconvenience or needless anxiety;

10.4.5 for any fraudulent purpose;

11. VOUCHERS

- All vouchers are not exchangeable for cash and/or other goods and services.
- All vouchers are generally non transferable unless stated in the voucher.
- Customer must use voucher in one visit.
- One voucher is valid for one redemption only.
- One voucher is generally valid for one person only unless stated otherwise.
- Vouchers cannot be combined with any other offer/promotion unless stated otherwise.
- No replacement or extension will be given for any expired voucher.
- No refund will be given for unredeemed voucher/unused voucher.
- Buyer is required to present voucher when redeeming in person.
- Neither QooSale nor the retailer is responsible for lost or stolen vouchers or voucher reference numbers.
- No cash back or credit will be issued for partial redemption of the promotional portion of a voucher.
- Duplicate use, sale or trade of a voucher is prohibited.

11.1 All vouchers printed from the Site or any Microsite, or any other website associated with QooSale (hereinafter "Vouchers") are promotional vouchers that may be purchased from participating Sellers ("Sellers") through QooSale to be used in exchange for goods and services at a discount from their actual cost. By placing an order for a Voucher from a Seller through QooSale, User make an offer to purchase the Vouchers user have selected on the terms and conditions stated below. For more information about our collection of personal information, please view our Privacy Policy. User are required to create an account in order to purchase any Voucher. This is required so we can provide user with easy access to print the voucher, view the past purchases, modify preferences, and to ensure permissible use of the Voucher.

11.2 The Voucher user purchase through QooSale is redeemable for goods or services by the Seller. The Seller, not QooSale, is the seller of the Voucher and the goods and services and is solely responsible for redeeming any Voucher user purchase. QooSale sells a Voucher that can be redeemed in connection with your purchase of the goods or services from Seller.

11.3 Once the User has purchased the Voucher, the User will receive confirmation of their order by email or via their account and their credit card will be charged for the purchase price of the Voucher.

11.4 Terms and Conditions for Restaurant- Specific Vouchers

For this section, "Restaurant" shall be defined as a Seller who offers food and beverage for sale in its regular business operations, and is making such food and beverages available to purchasers of Vouchers.

- A Voucher will only be provided upon full payment for that Voucher.
- Redemption frequency is determined by Restaurants, and shall be contained in the Voucher offer on the Site.
- Use of Restaurant-Specific Vouchers for alcoholic beverages is at the sole discretion of the Restaurant and is subject to compliance with applicable law.
- Vouchers cannot be combined with any other restaurant vouchers, third party certificates, coupons, or promotions, unless otherwise specified by Restaurant.
- Restaurant-Specific Vouchers cannot be used for taxes, tips or prior balances, unless permitted by the Restaurant.
- Valid for dine in only unless otherwise stated.
- The issuing of restaurant credit is at the sole discretion of the Restaurant unless otherwise required by applicable law.
- Neither QooSale nor the Restaurant is responsible for lost or stolen Vouchers or restaurant Voucher reference numbers.
- Reproduction, sale or trade of a Restaurant-Specific Voucher is prohibited unless done so in compliance with applicable law.
- Any attempted redemption not consistent with these terms & conditions will render the Restaurant-Specific Voucher void.
- All Vouchers are deemed void after the expiration date that was provided on the Site in relation to the offer and will not be honoured by Qooon or the Seller. Expired Vouchers are non-refundable in whole or in part.

11.5 Terms and Conditions for Non-Restaurant Seller Vouchers

- A Voucher will only be provided upon full payment for that Voucher.
- Seller Voucher may be applied only to merchandise sold by Seller, and may not be applied to shipping or handling charges.
- Limit one (1) Voucher per redemption. Only one Voucher can be used per order unless otherwise specified by Seller.
- The issuing of credit is at the sole discretion of the Seller unless otherwise required by law.
- Neither QooSale nor the Seller is responsible for lost or stolen Vouchers or Voucher's reference number.

- Voucher cannot be combined with any other vouchers, third party certificates, coupons, or promotions, unless otherwise specified by Seller.
- Reproduction, sale or trade of this Voucher is prohibited unless done so in compliance with applicable law.
- Any attempted redemption not consistent with these terms and conditions will render the Voucher null and void.
- All Vouchers are deemed void after the expiration date that was provided on the Site in relation to the offer and will not be honoured by QooSale or the Seller. Expired Vouchers are non-refundable in whole or in part.

11.6 Additional Terms and Conditions for All QooSale Vouchers

- All Vouchers shall be subject to the terms and conditions of QooSale and the participating Seller. The Seller are the sellers of the goods or services which user are purchasing.
- The holder and issuer of a Restaurant-Specific Voucher is the Restaurant. The holder and issuer of a Seller Voucher is the Seller. As a holder and issuer of the Voucher, the Restaurant or Seller shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a Buyer, caused in whole or in part by the Restaurant or the Seller as well as for any unclaimed property liability arising from unredeemed Vouchers or portions thereof. User waive, and release QooSale and its officers, directors, employees and agents from, any claim, liabilities, damages, or injury arising from or related to any act or omission of Seller or Restaurant in connection with a Voucher or the services/goods provided in connection therewith and/or as it relates to compliance with applicable unclaimed property and other laws relating to the redemption of the Vouchers or any portion thereof. Restaurant-Specific Vouchers and Seller Vouchers are redeemable in their entirety and on a one time basis only and may not be redeemed incrementally.

12. RULES ABOUT USE OF THE SERVICE AND THE WEBSITE

12.1 We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of same. However, we do not guarantee that the Service or the Website will be free of faults (or QooSale Vouchers will be free of error) and we do not accept liability for any errors or omissions. In the event of an error or fault, you should report it by email to: cs@QooSale.sg

12.2 We do not warrant that your use of the Service or the Website will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Service or the Website will be transmitted accurately, reliably, in a timely manner or at all.

12.3 We do not give any warranty that the Service or the Website is free from viruses or anything else which may have a harmful effect on any technology.

12.4 Also, although we will try to allow uninterrupted access to the Service and the Website, access to the Service and the Website may be suspended, restricted or terminated at any time.

12.5 We reserve the right to change, modify, substitute, suspend or remove without notice any information or QooSale Voucher or service on the Website or forming part of the Service from time to time. Your access to the Website and/or the Service may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. We assume no responsibility for functionality which is dependent on your browser or other third party software to operate (including, without limitation, RSS feeds). For the avoidance of doubt, we may also withdraw any information or QooSale Voucher from the Website or Service at any time.

12.6 We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of any of this Agreement

13. SUSPENSION AND TERMINATION

13.1 If you use (or anyone other than you with your permission uses) the Website or Service or a QooSale Voucher in contravention of this Agreement, we may suspend your use of the Service and/or Website (in whole or in part) and/or a QooSale Voucher.

13.2 If we suspend the Service or Website or a QooSale Voucher, we may refuse to restore the Service or Website or Voucher until we receive an assurance from you, in a form we deem acceptable that there will be no further breach of the provisions of this Agreement.

13.3 QooSale shall fully co-operate with any law enforcement authorities or court order requesting or directing QooSale to disclose the identity or locate anyone in breach of this Agreement.

13.4 QooSale shall be entitled immediately or at any time (in whole or in part) to: i) suspend the Service and/or Website; ii) suspend your use of the Service and/or Website; iii) suspend the use of the Service and/or Website for persons we believe to be connected (in whatever manner) to you; and/or iv) terminate this Agreement immediately if:

13.4.1 you commit any breach of this Agreement;

13.4.2 we suspect, on reasonable grounds, that you have, might or will commit a breach of these terms; or

13.4.3 we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any other person.

13.5 Our rights to terminate this Agreement shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

14. INDEMNITY

14.1 You shall indemnify us against each loss, liability or cost incurred by us arising out of:

14.2 any claims or legal proceedings which are brought or threatened against us by any person arising from:

14.2.1 your use of the Service or Website;

14.2.2 the use of a QooSale Voucher;

14.2.3 the use of the Service or Website through your password; or any breach of this Agreement by you.

15. LIMITATION OF LIABILITY

15.1 we shall have no Liability for:

15.1.1 loss of revenue;

15.1.2 loss of actual or anticipated profits;

15.1.3 loss of contracts;

15.1.4 loss of the use of money;

15.1.5 loss of anticipated savings;

15.1.6 loss of business;

15.1.7 loss of opportunity;

15.1.8 loss of goodwill;

15.1.9 loss of reputation;

15.1.10 loss of, damage to or corruption of data; or

15.1.11 any indirect or consequential loss and such Liability is excluded whether it is foreseeable, known, foreseen or otherwise, whether such losses are direct, indirect, consequential otherwise.

15.2 "Liability" means liability in or for breach of contract, Breach of Duty, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including, without limitation, liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any clause of this Agreement; and

15.3 "Breach of Duty" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

16. ADVERTISEMENTS

16.1 We may place advertisements in different locations on the Website and at different points during your use of the Service. These locations and points may change from time to time. We will always clearly mark distinguish third party advertisements for products and services from the products and/or services which are the subject of a Voucher and will be supplied by a Seller when a Voucher purchased by you is redeemed..

16.2 You are free to select or click on advertised products and services or not as you see fit.

16.3 Any advertisements may be delivered on our behalf by a third party advertising company.

16.4 No personal data (for example your name, address, email address or telephone number) will be used if you click on any advertising links on the Website on promotional emails. However, on our behalf, a third-party advertiser or affiliate may place or recognise a unique "cookie" on your browser.

17. CANCELLATION, RETURN AND EXCHANGE

17.1 CANCELLATION

Once your order is confirmed, we will not be able to cancel or refund.

17.2 RETURN AND EXCHANGE FOR PRODUCTS ONLY

If Buyer receive the products doesn't match the deal's description, Buyer should contact the Seller or Qoosale to request for exchange within 3 working days from the date of receipt. Buyer should only return the products after receive exchange approval from the Seller or Qoosale. Products being returned must be in original condition, with all tags attached, original undamaged box and/or packaging.

Please note that the following products are excluded from our returns policy due to hygiene reasons:

- Toiletries
- All earrings
- Lingerie
- Swimwear
- Bedding (Bedsheets, pillow, bolster, quilt, comforter)
- Linen (Pillowcases, bolster cases)

- Towels (face, hand, bath)
- Opened Mattresses
- All socks, handkerchiefs and hosiery

Return costs shall be borne by the party attributable to the return request, such as:

- The Buyer, where the return is due to his/her change of mind for size or color
- The Seller, where the return is due to the defects in the item, delivery of the wrong or different item