

## **Chippi General Terms of Use**

The Terms of Use (“Terms”) govern your use of the mobile applications provided by Chippi (or referred to as “us”) (collectively the “Mobile App”). Please read these Terms carefully. By accessing and using the Mobile App, you agree that you have read, understood and accepted the Terms including any additional terms and conditions and any policies referenced herein, available on the Mobile App. Chippi may modify this Agreement from time to time, with or without notice, and your continued use of any of the Services or continued maintenance of an account with Chippi shall constitute and be deemed to be your acceptance of such modification and your consent to abide by any terms thereof.

### **1. Service License**

Subject to this Agreement, Chippi hereby grants you a revocable, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Chippi Mobile App. You agree that you obtain no rights other than the rights and licenses expressly granted under this Agreement. Chippi reserves the right to change, upgrade or discontinue any or all of the Services or the Chippi Mobile App or any feature of the Services or the Chippi Mobile App, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Chippi and its licensors.

### **2. Chippi Account**

The Services require the user to maintain an account with Chippi. A user may create an account free of charge by providing the relevant details requested for. Use of the account and the Services are offered at the sole discretion of Chippi and subject to your compliance with this Agreement.

An individual shall not create or have control and/or custody over multiple Chippi accounts. In particular each mobile number may only be linked to one Chippi account.

A failure to abide by any terms and conditions, any fraud or abuse relating to the accrual or receipt of Voucher rewards, and/or any misrepresentation of any information furnished to Chippi or its affiliates may result in your Chippi account being flagged for suspicious activity and suspended or terminated and any Voucher accumulated being forfeited.

You are responsible for regularly checking your account to ensure Voucher has been properly credited. You must notify Chippi of any omissions, incorrect entries or discrepancies concerning any transaction within 30 days after that transaction. Chippi reserves the right not to correct any omissions, incorrect entries or discrepancies brought to its attention after the 30-day period.

### **3. Collecting Voucher**

Chippi offers the opportunity to collect Voucher at our various merchant partners through our Chippi Mobile App. Creating and maintaining an account with Chippi is required before a user can start collecting Voucher. Crediting of Voucher is also subject to the various terms, conditions and requirements, express or implied, associated with the crediting of Voucher in general or terms, conditions and requirements associated with the individual promotions that would be applicable.

In addition, certain purchases may be excluded from Voucher. In general, Voucher is collected on the net purchase amount excluding shipping and handling. However, Voucher amounts and exclusions vary from merchant partner to merchant partner and individual promotions may contain specific exclusions. Please review these terms carefully. These exclusions are subject to change without notice, and Chippi hereby disclaims any and all liability in connection with any incorrect information or failure to include information on the list of exclusions. Some examples of typical exclusions include (but are not limited to):

(a) Voucher not being eligible when purchasing promotional items or using other discount codes, coupons or other promotions;

(b) Voucher only being eligible when the transaction is completed using specified payment methods; and

(c) Voucher not being eligible when a legitimate or valid transaction is not deemed by Chippi to have been made (e.g. where a user makes a fraudulent or dishonest transaction to collect and/or redeem Voucher); and

(d) Different tiers of eligible Voucher for different users (e.g. different tiers of Voucher for new users and existing users)

#### **4. Merchant Partner Policies**

Any products or services purchased from any merchant partner, whether through Chippi or otherwise, are governed by and subject to the applicable merchant partner's policies and terms and conditions, including but not limited to the applicable return, cancellation, and exchange policies. You agree that we are not agents of any merchant partner and that the merchant partner operates independently and is not under our control. Accordingly, your participation in offers or promotions of, or correspondence with, any merchant partner is solely between you and that merchant partner. We do not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Chippi is not responsible for changes to, or discontinuance of any merchant partner from any of Chippi's Mobile App or the termination of any promotion offered by any merchant partner on any of Chippi's Mobile App, or for any effect on accrual of Voucher caused by such changes, discontinuance, or withdrawal. Chippi assumes no responsibility and shall not be liable for any content, product and/or services on the merchant's Mobile App (including but not limited to the quality, merchantability or fitness of such

products or services or that such content, product and/or services do not breach any laws or regulations).

## **5. Redeeming Voucher**

You may redeem your Voucher at any time subject to the terms and conditions of this Agreement or the specific conditions that relate to the individual entries in your account. In order to redeem your Voucher, you must maintain an active account and provide the minimum relevant information required to process the redemption (e.g. your phone number).

## **6. Nature of Voucher**

For the avoidance of doubt, you do not gain any proprietary right over any monies or assets held by Chippi when you collect Voucher in your account. The Voucher accrued in your account does not constitute monies held on trust by Chippi for your benefit. Your rights and entitlements are solely limited to such personal or contractual rights of repayment as may arise out of this Agreement.

## **7. Termination of Account**

The Voucher accumulated in your Chippi account shall forfeit if you terminate your Chippi account. Chippi reserves the right to suspend or terminate your account where it is necessary or reasonable to do so in order to comply with or satisfy any law, regulation or court order.

## **8. Personal Data Protection**

Personal Data collected is subject to our Privacy Policy, which is hereby incorporated by reference, and a copy of which is located on Chippi Mobile App.

## **9. Fraud**

Chippi may suspend or terminate your account if it has reason to believe you are involved in any fraudulent or dishonest activities. Any failure to comply with this Agreement, any fraud, dishonesty or abuse relating to the use of the services or your account, or any misrepresentation of any information furnished to Chippi or its affiliates by you or anyone acting on your behalf may result in the termination of your account and forfeiture of your accrued Voucher rewards.

## **10. Communications**

By becoming a Chippi user, you agree to receive communications that are account and user-related (e.g. that we've added Voucher to your account, you have an expiring voucher etc) as well as periodic shopping-related e-mails that highlight vouchers available to Chippi users. We may communicate with you regarding your account by electronic communications you

provide during the registration process. Your consent to receive electronic communications include any notices or other information that we may be required by law to provide you in writing or otherwise. We may also send you to push notifications if you install the mobile application.

## **11. Ownership**

Chippi Mobile App is owned and operated by Innorctive Sdn Bhd. (Innoractive). All rights, title, and interest in the Chippi Mobile App and the Content associated with or on the same belong to Chippi or its licensors. The Chippi Marks may not be used in connection with any non-Chippi product or service in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Chippi. You shall not mention or use Chippi in any ad text, extension, or banner ad without the express written consent of Chippi. All other trademarks not owned by Chippi that are used in providing the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Chippi.

## **12. Indemnification**

You agree to indemnify Chippi, any merchant partners, as well as their respective officers, directors, employees, successors, agents, and affiliates, for any and all claims, damages, losses and causes of action (including attorneys' fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defence and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defence and settlement of any matter subject to indemnification by you.

## **13. Warranty Disclaimer**

The Services, content, and the Chippi Mobile App are provided "as is" and without warranty of any kind, express or implied, including without limitation, warranties of title, merchantability, fitness for a particular purpose or non-infringement. We make no warranty as to the quality, accuracy, currentness, completeness, reliability or validity of the Services, content or the Chippi Mobile App, including without limitation, any product search results, product descriptions, product availability, pricing information advice, opinion, statement, recommendations, or other information displayed, uploaded or distributed in connection with the Services. Chippi does not warrant that the functionality of the Chippi Mobile App will be uninterrupted or error-free, that defects will be corrected, or that they will be free of viruses or other harmful content. Further, Chippi does not warrant, guarantee or make any representations regarding the quality of, or accuracy of advertisements for, any products or services offered or provided by its affiliate stores in conjunction with the services.