

## **BEUTEA TERMS OF USE AND AGREEMENT (28.3.24)**

### **BEUTEA Mini Program Terms of Use and Agreement**

Welcome to BEUTEA Mini Program!

Please read carefully and thoroughly understand the terms and conditions of the BEUTEA Mini Program ("Terms") before you use the BEUTEA Mini Program ("Service"). You may choose to accept or reject the Terms. You are not entitled to use the Service unless you have read and accepted all Terms. If you login, access or use the Service and/or communicate through the Service's WhatsApp account, you shall be deemed as having read the Terms in the company of your statutory guardian and pay attention to the terms concerning use by minors.

**Scope of Agreement:** This Agreement constitutes a legally binding agreement between you and Beutea Holding Sdn. Bhd. (Company No. [1460057-M]) ("Company"). By using the Service and downloading, installing, or using any associated software supplied by the Company ("Software") to access and use the Service, you expressly acknowledge and agree to be bound by the Terms (as may be amended from time to time).

Please note that the Company reserves the right to modify, update or revise these Terms at any time, and such modifications, updates or revisions shall be effective upon their posting on the Service. The Company will provide one (1) month prior written notice of any modification, update or revision to these Terms following which your continued use of the Service will be deemed to constitute your acceptance of the revised Terms. It is your responsibility to review these Terms regularly to ensure that you are aware of any changes. If you do not agree to any modifications, updates or revisions to these Terms, you must immediately stop using the Service.

- **Representations & Warranties:** By using the Service, you represent and warrant that you have the legal right, authority, and capacity to use the Service and to abide by the Terms Of Use.

- **Information:** You further acknowledge and confirm that all the information provided by you to the Company is true and accurate. You hereby agree to provide the Company with accurate, current, and complete information as required for the Service, and shall be responsible for updating your information in a timely manner to keep it accurate, current and complete at all times. You further agree that the Company may rely on your information as accurate, current, and complete. In the event that your information is found to be untrue, inaccurate, not current or incomplete in any respect, the Company shall have the right, but not the obligation, to terminate your rights to use the Service at any time with or without notice.

- **Functionality Requirements:** Certain functionality of the application in relation to the Service ("Application"), may require the transmission of your information, including but not limited to your name, password, address, email address, financial information (such as credit card numbers), International Mobile Equipment Identity number accessed in your device, phone-book information, information related to your membership Account or GPS location (collectively, "User Information"). By using such functionality of the Application, you hereby consent to the transmission of the User Information to the Company, its agents and/or service providers, and authorise the Company, its agents and/or service providers to record, process, and store such User Information as necessary for the Application's functionality. You shall be solely responsible for maintaining the confidentiality and security of any User Information transmitted from or stored on your device for purposes of the Application, the provision of the Service, and for all transactions and other activities undertaken by you registered in your name, whether authorised or unauthorised.

- **Personal Use:** Your use of the Service is for your own sole and personal use. You undertake not to authorise others to use your identity for the Service. When using the Service, you agree to comply with all applicable laws.

- **Authorised Access:** You may only access the Service using authorised means, and you are solely responsible for checking and ensuring that you have accessed the correct Software and/or Application for your device. The Company shall not be liable in any manner whatsoever if you do not have a compatible device or if you have downloaded the wrong version of the Software and/or the Application to your device. The Company reserves the right to refuse your use of the Service should you use the Software and/or the Application with an incompatible or unauthorised device, or for purposes other than which the Software and/or the Application is intended to be used.

- **Software & Application:** By utilizing the Service, the Software, and/or the Application, you hereby agree to the following terms: (a) You shall solely utilise the Service for legal purposes; (b) You shall solely utilise the Service for the intended purpose for which it was designed; (c) You shall not employ the Software and/or the Application for any fraudulent, deceptive, or illegal purposes; (d) You shall not employ the Software and/or the Application to cause any form of nuisance, annoyance, or inconvenience; (e) You shall not utilise the Service and/or the Application for any purpose other than purchasing the Company's beverages, meals, goods, and services; (f) You shall not engage in any activity that may harm the Software and/or the Application in any manner; (g) You shall not reproduce or distribute the Software and/or the Application or any other content without the Company's prior written consent; (h) You shall only utilise the Software and/or the Application for personal use and shall not resell it to any third party; (i) You shall be solely responsible for maintaining the security and confidentiality of your login/account username, password, or any identification provided by us that grants access to the Service; (j) You shall not employ any means of defrauding the Company, whether fraudulent or otherwise, during any event, promotion, or campaign organized by the Company; (k) You hereby acknowledge that the Service is provided on a reasonable effort basis; and (l) You may only use the Software and/or the Application for personal, non-commercial purposes, and shall not use it to (i) transmit spam or other unsolicited or duplicative messages, (ii) transmit material containing harmful computer code, files, scripts, agents, or programs, including but not limited to software viruses, worms, or Trojan horses, (iii) introduce viruses or any other computer code, files, or programs that may disrupt or destroy the functionality of any computer software, hardware, or telecommunications equipment, (iv) damage, disable, overburden, or impair the Company's servers or networks, (v) interfere with or disrupt the performance or integrity of the Software and/or the Application or the data contained therein, (vi) attempt to gain unauthorised access to the Company, the Software and/or the Application, its related systems or networks, or other users' accounts, (vii) engage in conduct that constitutes a criminal offence or gives rise to civil liability, (viii) violate these Terms of Use, or (ix) fail to comply with any applicable third-party terms, (x) impersonate any individual or entity or otherwise misrepresent your affiliation with any individual or entity, or (xi) cause or permit any conduct that may damage the Company's reputation or be considered disreputable.

- **Restrictions:** (a) You agree to bear full responsibility and legal liability for any loss or damage suffered by yourself, the Company or any third party resulting from any breach of the Terms. (b) You are prohibited from using the Software, Application and/or Service in violation of any law, statute, ordinance, or regulation, or to encourage, promote, facilitate, or instruct others to engage in illegal activities. (c) You must not post, publish, and/or send (i) any adult media depicting or related to illegal activities, such as child pornography, rape, incest, etc., and (ii) hate, violence, harm or intolerance in any form, and (iii) harass, abuse, stalk, threaten, defame or otherwise infringe or

violate the rights of any other party. (d) You must not send or store infringing, obscene, threatening, libellous, or otherwise illegal or tortious materials, including but not limited to materials that are harmful to children or violate third-party rights (including but not limited to rights of publicity or other proprietary rights). (e) You must not use the Software, Application and/or Service to circumvent any applicable laws, remove copyright protections, infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of Malaysia or any jurisdiction.

- **License:** The Company, and its licensors, where applicable, hereby grant you a non-exclusive, non-transferable, non-assignable, personal, limited licence to use the Application, subject to the Terms. All rights not expressly granted to you are reserved by the Company and its licensors.

- **Licence Conditions:** You agree that you shall not: (a) licence, sub license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software and/or Application in anyway; (b) modify or make derivative works based on the Software and/or the Application; (c) create internet "links" to the Application or "frame" or "mirror" the Software on any other server or wireless or internet-based device; (d) reverse engineer or access the Software in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Software and/or Application, or (iii) copy any ideas, features, functions or graphics of the Software and/or Application; (e) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Software and/or Application; (f) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents; (g) post, distribute, or reproduce in anyway any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (h) operate the Software and/or Application on jail broken or rooted mobile devices; or (i) remove any copyright, trademark, or other proprietary rights notices contained in the Service.

- **Ownership of Intellectual Property:** (a) The Software and/or Application, including all related intellectual property rights and its respective components, processes, and design in their entirety, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to the Service shall be owned by the Company. (b) This Agreement does not convey any rights of ownership in or related to the Service, the Software and/or Application, or any intellectual property rights owned by the Company and/or its licensors, and it is not a sale agreement. (c) The Company's trademarks, service marks, logos, and trade names associated with the Service, the Software and/or Application are the exclusive property of the Company and/or its licensors. No right or licence is granted to use them without the prior written consent of the Company.

- **Termination:** This Agreement may be terminated immediately with or without notice by either party. If you violate any of the Terms, this Agreement will terminate immediately. The Company may also, in its sole discretion, terminate any licences granted under this Agreement, your ability to use the Service, and/or delete or remove your content or take legal action with respect to your content or use of the Application, Software, and/or Service if the Company believes that you are or might be in violation of this Agreement. However, the Company's failure or delay in taking such actions does not constitute a waiver of its rights to enforce this Agreement.

- **BEUTEA Wallet:** You may pre-pay (pay in advance) for your purchase of beverages, food and services wherein your pre-payment credits are stored in the Application or Service ("BEUTEA Wallet") subject that no payment is in violation of the provisions of this Agreement.
- **Applicable Fees and Charges:** The Company does not charge any fess for the BEUTEA Wallet.
- **Loading:** Your BEUTEA Wallet is only available in Ringgit Malaysia currency and for the purchases from the Company within Malaysia. A minimum amount of RM10 can be loaded into the BEUTEA Wallet. A maximum amount of RM1,000 is permitted on the BEUTEA Wallet at any given time and the amount that can be reloaded into the BEUTEA Wallet ranges from RM10 to RM200. These maximum and minimum amounts may be changed at any time.
- **Payments:** You may reload BEUTEA Wallet and make payments for the Service by adding electronic bank transfers, credit or debit card information, other e-Wallet providers, or other payment methods available on the Application (collectively, "Payment Method").
- **Verification:** By registering your Payment Method with us and using the Service, you agree to allow the Company to verify and authorise the transferor's transferring details. Furthermore, you agree to cooperate with any financial crime screening required and assist the Company in complying with any prevailing laws or regulations.
- **Overseas credit card:** If you choose to use an overseas processed credit card, you will be held responsible for any additional charges that may arise.
- **Fraudulent Activity or Stolen Funds:** You are required to promptly notify the Company via email at [customercare@beutea.com.my](mailto:customercare@beutea.com.my) upon discovering any fraudulent activity or theft of funds within your account. The Company reserves the right to forfeit your BEUTEA Wallet if it has reasonable grounds to suspect that the transaction is fraudulent, illegal, or involves criminal activity.
- **Illegal transactions:** The Company has absolute discretion to decline or suspend the processing of any transaction if it suspects that the transaction is fraudulent, illegal, or involves criminal activity, or if it believes that you are in breach of the Terms.
- **Illegal or Unacceptable Use:** The Company retains the exclusive right to terminate or suspend your access to your account, disable your account, or block any financial instruments, such as credit or debit cards, if it has reasonable grounds to suspect that your account activity is fraudulent, illegal, or involves criminal activity, or if it believes that you are in breach of the Terms.
- **Payment Method's Charges:** In the event that a payment is invalidated due to claims, chargebacks, or payment reversal, you are liable to the Company for the full payment amount and any associated fees. You agree to allow the Company to determine, or work with your credit card issuer, the appropriate party to bear the burden of such claims, chargebacks, or reversals. If necessary, the Company may recover any amounts owed to it by debiting your card.
- **Single Account:** You acknowledge and agree that only one (1) BEUTEA account can be registered to a single individual, and that a mobile telephone number may only be associated with a single (1) BEUTEA account.
- **No interest:** BEUTEA Wallet is a pre-payment only for the Company's good and services. Therefore, BEUTEA Wallet is not a credit line, overdraft facility or deposit account and the monetary value associated with BEUTEA Wallet does not earn interest, dividends or any other earnings nor is there any Statutory protection relating to it. The value associated with BEUTEA Wallet is not insured or guaranteed by any person or entity.

- **Unauthorised Use:** You are obligated to immediately inform the Company of any unauthorised transactions associated with the Service and the Application, or any other security breaches. You are responsible for all losses, reversals, fees, claims, penalties or chargebacks, incurred by you or the Company, another user, or a third party caused by or arising out of your violation of this Agreement, damage to or loss of your mobile device, the authorised use of your account by a third party and/or your use of the Service. Where such losses are borne by the Company, another user, or a third party, you consent to indemnify the same for any and all such liability.
- **Credit Card Disputes:** You are solely responsible for resolving any disputes with your credit card company and the legal entities of the Payment Method.
- **Error Correction:** The Company has the right to correct any errors that may occur in your account, including technical, clerical, billing, or accounting errors. If you have any questions or disputes regarding your transaction history or any correction, please contact the Customer Care team at [customercare@beutea.com.my](mailto:customercare@beutea.com.my). The Company will conduct an investigation and correct any proven errors as soon as possible.
- **Other Terms & Conditions:** Any reward benefits, points, or promotions offered by the Company are valid only within their designated periods and are subject to additional terms and conditions that may apply. These terms will take precedence over the provisions of this Agreement to the extent that they relate to such promotions. Apart from the above, these Terms of Use will continue to apply for the Service and the Application.
- **Deactivation:** In case the Company reasonably believes that you are breaching these Terms, including the threat of breaching, the Company may immediately deactivate your Application and/or BEUTEA account.
- **Anti-Money Laundering:** In order for the Company to comply with the Anti-Money Laundering, Anti-Terrorism Financing, and Proceeds of Unlawful Activities Act 2001 ("AMLA"), you may be required to provide the Company with data to establish and verify your identity during the use of the Application, as well as on an ongoing basis. You agree that the Company and its licensors may use the data provided to establish your identity, implement an ongoing monitoring program to ensure compliance with AMLA provisions, and comply with applicable anti-money laundering and counter-terrorism financing laws. The Company may also share the data internally with its licensors and third-party outsourcers, as well as transfer and report the data and your transactions to Bank Negara Malaysia and other regulators and law enforcement agencies, as deemed appropriate by the Company.
- **Indemnification:** By using the Service and agreeing to the Terms, you agree to defend, indemnify, and hold harmless the Company, its licensors, and each party's parent organisations, subsidiaries, licensors, officers, directors, members, employees, attorneys, and agents from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including attorney's fees on solicitors client basis) arising from your use or misuse of the Service, Software, and/or Application, violation of these Terms, or violation of any third party rights. The Company reserves the right to assume the exclusive defence and control of any matter subject to indemnification, and you will cooperate in asserting any available defences. If a third-party claims that the Service, Software and/or Application or your possession and use of the Service, Software and/or Application infringes their intellectual property rights, the Company will be solely responsible for investigating, defending, settling, and discharging any such intellectual property infringement claim.

• **No Warranties:** The Company is making available the Service, Software and/or Application to you on "as is," and your use of them is entirely at your own risk. To the maximum extent permitted by applicable law, the Company disclaims all express or implied warranties and conditions, including any warranty or condition of merchantability, satisfactory quality, timeliness, reliability, security, accuracy, fitness for a particular purpose, non-infringement, or freedom from defects, errors, viruses, or other harmful components, or that the Service, Software and/or Application will operate without interruption or comply with all applicable laws. Furthermore, the Company does not guarantee that your use of the Service, Software and/or Application will successfully, accurately, or securely transmit your information or meet your expectations, requirements, or any applicable laws. The Company also does not warrant that any store data will be accurate or reliable, or that any products, services, information, or rewards obtained through the Application will meet your expectations or requirements, or that any errors or defects in the Software and/or the Application will be corrected. To the extent allowed by Malaysian law, all such warranties and conditions are hereby excluded.

• **Telecommunication Failure:** The Service, Software and/or Application may have inherent limitations, delays, and other issues that arise due to the use of the internet and electronic communications, including problems related to faulty devices, connectivity issues, out of range mobile signals, or malfunctioning devices. The Company is not responsible for any delays, delivery failures, damages, or losses resulting from such issues.

• **No Liability:** To the maximum extent permitted by law, the Company will not be held liable for any claims, losses, damages, data loss, costs, or expenses (whether direct or consequential) that you incur or suffer as a result of your use of the Service, Application, and/or Software. The Company will not be held liable for: (a) any loss of income, business, goodwill, or profits arising from this Agreement; (b) any unauthorized access or alteration of BEUTEA account; (c) any consequences resulting from any delay or mistake relating to the use of BEUTEA account caused by circumstances beyond the Company's control; (d) any loss or damage that was not caused by the Company's breach of this Agreement or its legal duty of care; (e) any loss or damage that was not a reasonably foreseeable result of the Company's breach of this Agreement or its legal duty of care. Loss or damage is considered "reasonably foreseeable" if such loss was anticipated by the Company and you at the time of entering into this Agreement; or (f) any loss or damage suffered by you due to your failure to take reasonable precautions against such loss or damage or for breaching this Agreement.

• **Notices:** The Company may provide notice to you through a general notice posted on the Application, its website, or social media channels, or via mobile messaging services or electronic mail to your email address as recorded by the Company, or through written communication sent via registered mail or pre-paid post to your address as recorded by the Company. Such notice will be deemed to have been given immediately when it is provided through the Company's website or the Application, or upon the expiration of 48 hours after mailing or posting (if sent via registered mail or pre-paid post), or 1 hour after sending (if sent via mobile messaging service or email). You may provide notice to the Company (such notice will be deemed received by the Company upon receipt) by sending a letter via courier or registered mail to the Company's contact details as provided in the Application.

• **Taxes:** You acknowledge and agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges, and/or costs, however denominated, that are in force, as well as any future taxes that may be introduced at any time.

• **Assignment:** This Agreement, as constituted by the Terms as modified from time to time, may not be assigned by you without the prior written approval of the Company, but may be assigned without

your consent by the Company. Any purported assignment by you in violation of this section shall be void.

- **Governing Laws:** This Agreement shall be governed by laws of Malaysia, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Terms of Use of the Service shall be referred to the Asian International Arbitration Centre (“AIAC”), in accordance with the Rules of the AIAC as modified or amended from time to time (“Rules”) by a sole arbitrator appointed by the mutual agreement of the parties (the “Arbitrator”). If parties are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of the AIAC in accordance with the Rules. The seat and venue of the arbitration shall be Kuala Lumpur, in the English language and the fees of the Arbitrator shall be borne equally by the parties, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.

- **Relationship:** The Terms and the use of the Service do not create any joint venture, partnership, employment, or agency relationship between you, the Company, or any third-party provider.

- **Severability:** If any provision of the Terms is found to be invalid or unenforceable, such provision shall be deemed to be modified to the extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

- **No waiver:** The failure or delay of the Company to exercise any right or remedy under the Terms of Use shall not be construed as a waiver of such right or remedy, and any waiver of such right or remedy must be in writing and signed by the Company.

- **Changes:** The Company reserves the right to modify or change the Terms, at any time at its sole discretion. Your continued use of the Service, Application, and/or Software following the posting of any changes or modifications shall constitute your acceptance of such changes or modifications.

- **Complains or Enquiries (Customer Care Team):** If you have any questions or disputes regarding the Application or the Service, please contact our Customer Care via email at [customercare@beutea.com.my](mailto:customercare@beutea.com.my).