

Wise Spend Mall Merchant Policy

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Part A Merchant Account Policy

I. Merchant Onboard Policy

1. Merchant application will be subject to Wise Spend Mall's verification once the registration of the merchant account is successful. This includes the verification of valid supporting documentations.
2. Please ensure that you submit
 - all necessary documents in the requested format
 - the content of the document is clear and legible, and
 - the documents is valid.
- 2a. If any required tax or business-related information is not provided during registration, including Tax Identification Number (TIN), business registration number, SST number, MSIC code or registered business address. Merchant must update this information via the account settings after login. Please refer to Part A, Section V, Clause 7 for e-Invoicing and tax compliance obligations.
3. You will be notified via email upon registration is successful.
4. By creating a merchant account, you agree and confirm that all Personal Data and contact details submitted during the registration process or thereafter throughout the continuation of the use of Wise Spend Mall's platform are accurate, up to date, not misleading, and complete at all times, and that you shall at all times be responsible to keep your account information and Items information accurate, up to date, not misleading, and complete.
5. If Wise Spend Mall has any reason to believe that the merchant account's information is untrue, inaccurate, out of date, misleading or incomplete, Wise Spend Mall reserves the right, and sole and absolute discretion, to suspend or terminate your merchant Account, cancel any transactions associated with your merchant account, temporarily withhold any items or money, or take any other actions as Wise Spend Mall may deem necessary or appropriate in our sole discretion by giving you a notice in writing to the email address maintained in the merchant account.
6. You agree to provide us with all required documentation or information upon request for us to comply with our internal policies and any applicable laws or guidelines or for any other reason as we may consider necessary or desirable from time to time.
7. By using the Platforms as a Vendor, you agree that:
 - i. you will only use the Platforms for lawful purposes only;
 - ii. you will not permit or enable third parties to access or use your merchant account, other than your authorised employees, officers or agents;
 - iii. you will not assign, transfer or otherwise render accessible your merchant account to any other person, except with the express permission of Wise Spend Mall;
 - iv. you will comply with all relevant legislations when using Wise Spend Mall's platform, and will only use for the purpose for which it is intended to be used;

- v. you will not use the Wise Spend Mall's platform to cause annoyance or disruption to other users; and
- vi. you will not impede the correct operation of the network to the Wise Spend Mall's platform.
- vii. By using the Wise Spend Mall's platform, you represent and warrant that you have the right, authority and capacity to use the Wise Spend Mall's platform, and you agree to be bound by these Terms. You agree that, in the event you are the authorised representative of an individual, partnership, agent, sole proprietor, company or entity, you (a) have obtained the lawful authority via written authorisation or consent from such individual, partnership, agent, sole proprietor, company or entity; and (b) agree to be bound by these Terms on behalf of that individual, partnership, agent, sole proprietor, company or entity. You agree not to impersonate or represent intentionally or unintentionally, in any way whatsoever, any third party, individual, partnership, agent, sole proprietor, company or entity without lawful authority; or otherwise provide, submit or present any false and/or misleading information to us.
- viii. If, after your electronic acceptance of these Terms, we find that you do not have the legal authority to bind such individual, partnership, agent, sole proprietor, company or entity, you will be personally responsible for the obligations contained in these Terms, including, but not limited to, the contract performance obligations. We shall not be liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication reasonably believed by us to be genuine. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication from your merchant account, we reserve the right to (but undertake no duty to) require additional authentication from you.
- ix. You are responsible for all activities that occur under your merchant account regardless of whether you are the one who undertakes such activities. This includes any unauthorised access and/or use of the merchant account.
- x. You acknowledge that allowing users outside of your business entity to use your merchant account may cause irreparable harm to Wise Spend Mall. You shall indemnify Wise Spend Mall, our Affiliates, directors, employees, agents and representatives against any losses or damages (including but not limited to loss of profits) suffered as a result of or in connection with the use of your merchant account. You further agree that in the case of your failure to maintain the security of your merchant account, Wise Spend Mall shall not be liable for any losses or damages arising from such a breach and shall have the right to suspend or terminate your merchant account and/or take any other actions as we may deem necessary or appropriate in our sole discretion.
- xi. If we have reason to believe that there is likely to be a breach of security, unauthorised use or misuse of your merchant account, we may require you to change your password to your merchant account or we may suspend your merchant account pending investigation. You further release and hold us harmless from any and all claims and causes of action arising out of or resulting from any unauthorised use of your merchant account, including our suspension or termination of your merchant account due to such unauthorised use.

- xii. Without prejudice to any other rights or remedies available to Wise Spend Mall, Wise Spend Mall reserves the right to suspend, block or deny your access to your merchant account, or any services or features available on the Wise Spend Mall's platform in the event:
 - a) Wise Spend Mall deems, in its sole discretion, that you have violated any term of these Terms or any other Terms, rule, policy, code of conduct, procedure and/or regulation published on the Wise Spend Mall's platforms;
 - b) during the period of investigation in respect of any dispute or complaint made by customers against you;
 - c) you owe any money to Wise Spend Mall;
 - d) these Terms is terminated for any reason whatsoever; and/or
 - e) Wise Spend Mall deems reasonable in its sole discretion.

II. Shop Naming Policy

1. Merchant must provide a shop name as this is an important consideration as it serves as the identity of the merchant on the Wise Spend Mall platform, and it also serves as a keyword for buyer to search for your shop.
2. Merchant must comply to the shop naming policy when providing or updating their shop name on Wise Spend Mall. Where applicable the shop name shall:
 - i. Reflect the nature of merchant's business; and
 - ii. Not be misleading
3. Merchant's shop name shall **NOT** have the following specifications as part of the shop name.
 - i. Registered brand name;
 - ii. Offensive, derogatory and sensitives words;
 - iii. Sexually suggestive or explicit content (including offensive slang terms, terms that are common signals for pedophilia, bestiality, or sexual violence;
 - iv. References to violent or terrorist activities;
 - v. Existing and any other major platform words (such as Shopee, Lazada, Taobao, Alibaba etc.)
 - vi. Only numbers or country name;
 - vii. Only one generic word (e.g store);
 - viii. The words flagship, official store, exclusive distributor unless you are one of it, if so Wise Spend Mall may require you to furnish the proof of authorization;
 - ix. Duplicates name, such as names that are exactly similar to the existing shop in Wise Spend Mall.
 - x. Phone numbers, links, .com

4. Merchant shop name shall adhere to the following format
 - i. A string of text or alphanumeric without any special characters and it's in English or Malays.

III. Multiple Merchant Account Policy

1. Merchant who has been banned from Wise Spend Mall are not allowed to open a new merchant account in Wise Spend Mall.
2. Merchant is not allowed to create multiple shop with similar assortment range.
3. Merchant is not allowed to create multiple shop using same email address.
4. Merchant should not imitate others shop's logo, products or content, to cause confusion or difficulties for buyer to identify the merchant.

IV. Fair Trading Policy

A. Fraudulent dealing

1. Fraudulent dealing is a merchant's violation of Wise Spend Mall rules and policies, by participating in fraudulent activities that allegedly infringes on the property rights or other legitimate rights and interest of others.
2. Following is the list of examples of fraud:
 - i. The merchant publishing or providing goods, services or logistic information that are false or inconsistent with the description of the product listing.
 - ii. Sending a phishing link or Trojan virus information in order to defraud others.
 - iii. Fraudulently using the name of Wise Spend Mall and its affiliates or Wise Spend Mall customer service.
 - iv. Merchant who uses customer information for fraudulent activities.
3. Merchant who are found to have participate in fraudulent activities will result in immediate termination of merchant account in Wise Spend Mall.

B. Fulfilment Fraud

Fulfilment fraud refers to the situations where merchant deliberately create false shipment to cheat buyers. Wise Spend Mall does not tolerate with fraudulent behavior and merchant who found to participated in fraudulent behavior will result in immediate termination of merchant account.

Action considers as fulfillment fraud

1. Tracking misrepresentation, during the specified delivery period, the merchant shipping tracking number is invalid or effective but not related to the order transaction, misleading the buyer of Wise Spend Mall.

- i. Invalid tracking numbers, mislead buyer and Wise Spend Mall through false shipment information.
- ii. Valid tracking number but it is irrelevant to the specific order.

2. Sending of empty parcels to buyers

For examples:

- Buyer orders an earphone from merchant, but buyer received an empty box.

3. Sending of items that are different to what is listed on the Product Detail Page

For examples:

- Brand AAA shoes are listed in product detail page, but buyer receives Brand ABA
- Crystal necklace are listed in product detail page, but buyer receives plastic necklace
- xPhone 11 is listed, but buyer receives xPhone 7

4. For Digital Goods

No specific good, service provided back to the buyer

For examples:

- Buyer orders a mobile phone top up from merchant. Order is shown as delivered. However, merchant did not send any code to buyer, or

Expired digital good that does not work

- Merchant sends a mobile phone top up code that is either expired or invalid.

V. Merchant's Responsibilities

1. Merchant shall properly manage and ensure that relevant information such as the price and the details of items, inventory amount and terms and conditions for sales is updated on merchant's listing and shall not post inaccurate or misleading information.
2. Merchant shall also ensure every product listed are properly and correctly categorizes. Merchant acknowledges and agrees that the guide may be updated from time to time by Wise Spend Mall and the Merchant agrees to follow any updated guide thereafter. Merchant agrees that in the event a product is wrongly categorized, Wise Spend Mall may take such actions as may be necessary as provided in the merchant policy. The merchant policy may be updated by Wise Spend Mall from time to time. In the event of any dispute over the categorization of products, the Merchant agrees that Wise Spend Mall has the final decision over the dispute.
3. The price of items for sale will be determined by the merchant at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc. and merchant shall not charge Buyer such amount additionally and separately.

4. Merchant agrees that Wise Spend Mall may at its discretion engage in promotional activities to induce transactions between Buyer and Merchant by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustment is applied to.
5. Merchant shall issue receipts or tax invoices to Buyer on request.
6. Merchant acknowledges and agrees that merchant will be responsible for paying all taxes, customs and duties for the item sold and Wise Spend Mall cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, merchant are advised to seek professional advice if in doubt.
7. Tax and e-Invoicing Compliance
 - i. All Merchants must comply with applicable laws, regulations, and Wise Spend Mall's platform policies, including requirements imposed by the Inland Revenue Board of Malaysia (IRBM).
 - ii. Effective 1st January 2026, all transactions must be supported by a valid e-Invoice in compliance with IRBM's guidelines. Where applicable, Wise Spend Mall may generate e-Invoices on behalf of the Merchant. However, the Merchant remains fully responsible for the accuracy, completeness, and validity of the tax data submitted.
 - iii. Merchants are required to provide complete and accurate tax-related information, including Tax Identification Number (TIN), business registration number or NRIC No, MSIC Code, SST No and registered business address via the Merchant Account Settings. This information must be kept up to date at all times.
 - iv. Non-compliance with these requirements may result in the suspension of settlement, delisting of products, limitation of account functions, or termination of the Merchant account.
8. Merchant acknowledges and agrees that merchant's violation of any of merchant's policies will result in a range of actions as stated in Part D Section 2.

VI. Customer Personal Data Protection

1. Wise Spend Mall is committed to protect all customer's personal data and privacy. This purpose is to prevent any form of abuse against the storage or processing of personal data of customer.
2. Merchants are not permitted to use the personal data of customer for any other purpose apart from the fulfilment of customer orders.

For example:

- Adding customer to instant messaging or social media group.
 - Sending mass emails or calling customer for other marketing purposes not authorize by Wise Spend Mall.
3. Merchants are to employ sufficient security measures to protect and store customer personal data in safe and secure manner.

4. Merchants are not permitted to share, transfer or disclose customer's personal data to unauthorized third parties without the prior written consent of customer and Wise Spend Mall.

VII. Off Platform Transaction

Merchants are not allowed to direct buyers to conduct Off Platform Transactions, which means transactions originate from the Wise Spend Mall but are executed and completed outside of the Wise Spend Mall platform.

1. Merchant posts his/her contact information asking the buyer to contact him/her. Contact information is defined as mobile number, email address and/or any other modes of contact outside of Wise Spend Mall.
2. Merchant initiates a conversation with the buyer and ask him/her to cancel the order in Wise Spend Mall and dealing outside of Wise Spend Mall Platform by offering a discount or selling price lower than the advertised price in Wise Spend Mall.

VIII. Missing or Wrong Items Policy

1. Missing or wrong items policy ensures that a merchant sends out the same items as the purchase made by buyers.
2. Violations to this policy includes but not limited to, shipping a product that:
 - i. Different from product listed
 - ii. Has missing parts, includes accessories and free gift
 - iii. Different quantity as buyer purchased
3. Wise Spend Mall may take the following enforcement action against merchant who found to be violation of the policy.
 - i. Deactivate your listing
 - ii. Withhold your payments
 - iii. Deactivate your account
4. The enforcement action taken will be based on the severity of the violation. Wise Spend Mall may take into a consideration of the following factors in determining the appropriate action.
 - i. Missing or wrong item return volume
 - ii. Whether it is repeated offense
 - iii. Whether the violation involves any fraudulent act.

Part B Content and Product Listing Policy

1. It is the merchant's responsibility to be familiar with all Items that are listed for sale, order or booking on the Wise Spend Mall's platform, and to understand all the laws governing their sale,

distribution and/or performance. All Items must at all times comply with these Terms. If you sell Items that are deemed to be in violation of these Terms, Wise Spend Mall may, in its sole and absolute discretion, immediately remove your Items listings, suspend your sale or any order made by customers, terminate your merchant account or take any action as we shall deem necessary and appropriate. Furthermore, if you are selling illegal Items, Wise Spend Mall may withhold payment, including payment of items.

2. Merchants shall ensure that all product listings comply with applicable intellectual property (IP) rights, and where relevant, are supported by appropriate certifications or approvals from the relevant regulatory authorities, including but not limited to the National Pharmaceutical Regulatory Agency (NPRA) for cosmetics and pharmaceutical products, the Ministry of Health (MOH/KKM/BKKM) for food products, and the Malaysian Communications and Multimedia Commission (MCMC) for communications equipment. Product listings must not contain misleading descriptions, exaggerated claims, or the use of prohibited keywords.
3. Merchants are also required to observe full price transparency. This includes prohibiting the use of false discounts, deceptive price strikethroughs, or the imposition of hidden charges. All prices listed must be accurate, genuine, and in strict compliance with the Consumer Protection (Price Indication) Order.
4. If you engage in a business activity that is governed by industry or governmental restrictions or regulations in connection with your use of the Wise Spend Mall's platforms, you acknowledge and agree that we are not engaged in any such activity and are not responsible for your obligations under such regulations. In this respect, you agree that such obligations to comply with any industry or governmental restrictions or regulations shall be solely yours and you undertake to indemnify the Wise Spend Mall for any losses incurred or suffered by the Wise Spend Mall in connection with or as a result of your non-compliance of such obligations.

I. Prohibited and controlled items

1. Illicit drugs, precursors and drug paraphernalia
2. Flammable, explosive and hazardous chemicals
3. Firearms and munitions
4. Weapons
5. Government, Law enforcement and military issued items
6. Medical drugs
7. Medical devices
8. Adult and Obscene materials
9. Illegal services
10. Circumvention devices and other equipment used for illicit purposes
11. Artifacts and precious metals
12. Human parts, human remains and protected flora and fauna
13. Offensive Material and information detrimental to national security
14. Tobacco products
15. Gambling equipment
16. Sanctioned and prohibited items

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II. Dangerous Goods Policy

1. Dangerous Goods policy requires merchant to exercises reasonable care when listing and packaging dangerous goods, with the aim to minimize any risk associated with poor packaging of parcels.
2. Merchant must not list or sell any dangerous goods that are prohibited to be sold on Wise Spend Mall platform. For more information, merchant may refer to Wise Spend Mall's Prohibited and Controlled Items Policy.
3. Table below sets out the example of sellable Dangerous Goods that are able to delivered by most of the Logistic, which may be revised by Wise Spend Mall from time to time.

Description	Examples
Sellable Dangerous Goods Items that are allowed to be delivered by most of the logistic	• Cooking Oils • Perfumes • Hand Sanitizers • Detergent

III. Price Controlled Essential Goods Listing

1. Merchant must obtain retail license for sale of the following supply-controlled goods regulated in Malaysia
 - i. Sugar
 - ii. Cooking oil
 - iii. General purpose flour
 - iv. Rice
2. Merchant must register and obtain the relevant control of supplies retail license from the ministry of domestic trade and consumer affairs (MDTCA) before they sell.
3. Any merchant sells the supply-controlled goods without a retail license commits an offence under section 16 of the Control of Supplies Act 1961 with Section 22 of the Control of Supplies Act 1961.
4. In addition, with the above-mentioned requirement, all merchant shall comply with the following regulations when they sell price controlled essential goods regardless of brand.
 - i. Price Control and anti-profiteering (Determination of Maximum Price) No 3. Order 2018
 - ii. Letter entitled Penetapan Had Pembelian Minyak Masak Pek Polybag 1 kg Untuk Setiap Pelanggan stated 19 January 2021 issued by Ministry Domestic Trade and Consumer Affairs ("Letter").
5. From 8 August 2022 onwards, the government has by Price Control and Anti Profiteering (Determination of Maximum Price) No 9 Order 2022, fixed the maximum retail price for 1kg, 2kg, 3kg & 5kg bottled pure palm cooking oil

6. Any merchant selling price-controlled goods at a price otherwise than in accordance to price determined by government commits an offence under Section 11 of the Price Control and Anti Profiteering Act 2011 with Section 18 of the Price Control and Anti Profiteering Act 2011.

IV. Product Listing Policy for Pharmaceutical Products, Cosmetic Products and Medical Devices

A. Pharmaceutical Products

Pharmaceutical products (including drugs, bodybuilding supplements, health supplements and medicines) are regulated in Malaysia. All merchant must ensure that all the pharmaceutical products listed on the e-mall have been registered with the National Pharmaceutical Regulatory Agency (NPRA).

To check pharmaceutical product registration status, please refer to the NPRA Product Search Page <https://www.npra.gov.my/index.php/my/consumers-2/maklumat/carian-produk-berdaftar-bernotifikasi.html>

Pharmaceutical Products that can be sold online

1. Based on the guidelines published by Ministry of Health, Pharmaceutical Services Department, the following groups of registered pharmaceutical products that are allowed to be sold online:
 - i. Products categorized as over-the-counter (with MAL registration number ending with X)
 - ii. Product categorized as traditional (with MAL registration number ended with T)
 - iii. Product categorized as health supplements (with MAL registration ended with N)
2. Despite that the pharmaceutical products have been registered with NPRA, merchant are not allowed to sell certain scheduled poison on Wise Spend Mall platforms. Scheduled poisons are the poison listed in the Poison List or contain substances as listed in the Schedule to the Poisons Act 1952.
3. Under the Poison Act 1952, scheduled poison shall not be sold by retail to any person except
 - i. By registered medical practitioner
 - ii. By licensed pharmacist (with prescription)
4. The following groups of registered pharmaceutical products that are not allowed to be sold online:
 - i. Products that require a prescription
 - ii. Scheduled Poisons (with MAL registration number ended with A)

B. Cosmetic Products

Cosmetic products are regulated in Malaysia. All merchant must ensure that all the cosmetic products listed on the e-mall have been notified to the Director of pharmaceutical Services.

To check cosmetic product notification status, please refer to the NPRA Product Search Page <https://www.npra.gov.my/index.php/my/consumers-2/maklumat/carian-produk-berdaftar-bernotifikasi.html>

The following are non-exhaustive list of “cosmetics” products :

- i. Hair Coloring/Hair Styling
- ii. Hair Treatment/Hair Conditioner/ Hair Shampoo
- iii. Body Wash/ Body Shampoo
- iv. Facial Mask
- v. Facial Wash/ Cleanser/ Toner/ Moisturizer
- vi. Face Scrubs
- vii. Hand Lotion/ Hand Cream/ Hand Scrubs
- viii. Hand Sanitizer

C. Medical Devices

All merchant must ensure that all the medical devices listed on the e-mall have been registered with Medical Device Authority (MDA)

To check medical device registration status, please refer to the MDA Registered Medical Device Search at <https://mdar.mda.gov.my/frontend/web/index.php?r=carian>

The following are non-exhaustive example of “medical devices”:

- i. Oximeter
- ii. Medical Mask
- iii. Thermometer
- iv. Covid 19 Self-Test Kit
- v. Syringes
- vi. Blood Pressure Monitor
- vii. Wheel chair
- viii. Contact Lens

V. Product Quality Policy

1. Product quality issues includes faulty or damaged products, or product that do not match their description on the listing.
2. Product received by buyer must match the description, pictures and all other information found on the product listing page. Merchant shall ensure the information of the product is clear and not misleading. Product must be in the condition described on the product detail page, free from any

form of damaged.

3. Product that are subject to expiration must labelled with expiration date, allowed buyer to have reasonable amount of time to fully utilize the product prior to the expiration date.
4. Policy violating relating to product quality issues include, but not limited to shipping a product that:
 - i. Is damaged, defective or misrepresented. This includes product that do not function as stated in the product listing page;
 - ii. Does not match the product description on the product listing page. This may include difference in colour, design, pattern, features, texture, size and quantity;
 - iii. Listed as new but buyer receives used, opened, physical imperfection product that showed sign of used or
 - iv. Had expired or its close to expiration date that buyer has not been given reasonable time to fully utilize the product prior to expiration date. For example, a 60 capsules supplement with 1 capsule daily intake should ensure that the product has more than 60 days to expire when buyer receives the product.

VI. Inappropriate and misleading content policy

Merchant shall ensure that all product content listed on Wise Spend Mall:

- i. Is complete, accurate, not misleading and
- ii. do not contain, involve, promote or relate to the following:
 - a. obscenity;
 - b. vulgarities or discriminating language
 - c. spam messages and
 - d. Distasteful content

Part C Order Management and Fulfilment Policy

I. Ship on time (SOT) policy

Merchant shall ship the order within **5 calendar days** in order to maintains a high level of customer satisfaction with respect to fulfilment standards.

Here is an illustrated example:

- i. An order placed on Sunday 16th July 2023
Order shall ship before Friday 21st July 2023
- ii. An order placed on Monday 31st July 2023
Order shall ship before Saturday 5th August

A merchant shall ensure that all orders ship within the 5 calendar days, otherwise order will be
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automatically cancelled if not shipped within the agreed timeline. In such circumstances, the merchant shall bear a minimum transaction fee at the rate of 1.5% of the order amount or such other rate which to be determined by Wise Spend Mall at its sole discretion for the cancelled order, as the case may be.

The responsibility for refunding the buyer lies with the merchant in the event of an auto-cancellation. The merchant shall receive the disbursed amount during the settlement period.

II. Pre-Order Policy

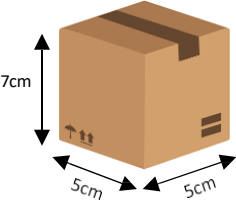
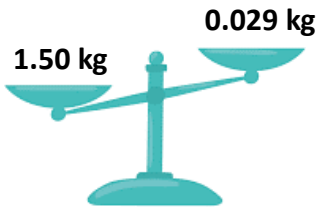
1. Pre order listing require a longer lead time for order preparations. These are often custom-made or goods that require unique arrangements.
2. Merchant must turn on the pre-order feature, specify the day that the package is expected to arrive, and make sure that the order will arrive by the delivery deadline specified when created the product listing.
3. Merchant shall not initiate a cancellation once a pre-order listing is being place by a buyer. This will deem as merchant fault cancellation. In such circumstances, the merchant is charged with a transaction fee at the minimum rate of 1.5% or such other rate which imposed by the payment service providers (as the case maybe) of the final order amount paid by the buyer (inclusive of shipping fee), rounded up to 2 decimal places.
4. Merchant shall ensure the fulfilment of a pre-order within the pre-order delivery deadline., otherwise order will be automatically cancelled if not shipped within the agreed timeline. In such circumstances, the merchant is charged with a transaction fee at the minimum rate of 1.5% or such other rate which imposed by the payment service providers (as the case maybe) of the final order amount paid by the buyer (inclusive of shipping fee), rounded up to 2 decimal places.

III. Dimension, Weight Control & Logistic Policy

1. Wise Spend Mall are generally not obligated to provide logistic services to all merchant. Instead, it's the responsibility of merchant to arrange and setup their own logistics solutions.
2. Merchant shall set its own logistic shipping rate when setting up the store. If the logistic shipping rate is set incorrectly and results in additional charges, Wise Spend Mall is not responsible for those charges.
3. Merchant shall ensure that the dimension and weight of the product listed are accurate to enhance and optimize the delivery experience of all partners. Wrong input of dimensions and weight will result in unnecessarily additional costs or delay in fulfilment.

4. If the weight or dimension of product listed in Wise Spend Mall is lower as compared to the actual weight, any additional shipping fee incur will be imposed on only the merchant.
5. Under this policy, Wise Spend Mall enforce that the dimension and/or weight of the package listed in Wise Spend Mall should match the actual size of the package. We reserve the right to deactivate corresponding products for packages that are identified to be not in adherence with this policy.

Here is the guideline on how to calculate chargeable weight for shipping fee

Step 1: Calculate your -Dimensional weight -Actual Weight	Step 2: Identify your chargeable weight -Dimensional weight VS Actual Weight (whichever is higher)
 Dimensional weight $\frac{\text{Length (5cm)} \times \text{Width (5cm)} \times \text{Height (7cm)}}{6,000}$ = 0.029kg	
 Actual weight = 1.5 kg	 Chargeable weight= 1.5kg

IV. Order Completion Policy

1. Buyer "Product Received" features were developed to offer a secure and dependable buying and selling experience for all of our merchant and buyers.
2. This is our commitment where payments to merchant are temporarily held by Wise Spend Mall until buyer confirm that their orders have been satisfactorily fulfilled.
3. In the event that buyer did not click on the product received button, an order will be automatically flagged as received after 7 calendar days from the shipped date, provided no refund initiated

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within 48hours, payment will then be released to the merchant for settlement.

V. Merchant Cancellation Policy

An order cancellation can be initiated by two different parties:

- i. The merchant or
- ii. Wise Spend Mall (usually triggered on behalf of the merchant or buyer under certain circumstances)

Merchant shall not initiate a cancellation without valid reason as cancellation shall lead to an unsatisfactory customer experience. Hence to avoid this from happening, merchant shall maintain a cancellation rate of < 10%.

$$\text{Formula to for cancellation rate} = \frac{\text{Number of Package Cancel}}{\text{Total Number of Package Completed}} \times 100 \%$$

The merchant agrees and acknowledge that if the event of an order cancellation occurred, the merchant is responsible for refunding the amount the buyer has paid for the item. Thereafter, the merchant will then receive the refund amount from Wise Spend Mall in accordance to Part C (VII) sub clause 4 (ii).

5. For the purpose hereof, if in the event the buyer had utilized shop points as part of the payment method, in the event of cancellation order occurred, Wise Spend Mall shall return any redeemed shop points to the buyer's account. In addition thereto, Wise Spend Mall shall have the rights to charge with a transaction fee at the minimum rate of 1.5% or such other rate which imposed by the payment service providers (as the case maybe) of the final order amount paid by the buyer (inclusive of shipping fee), rounded up to 2 decimal places, for order cancellation initiated by the merchant.

VI. Refunds and Return Policy

1. Application for Returns/Refunds
Subject to the terms and conditions in this Refunds and Return Policy and the Terms of Service, Buyer may apply for return of the purchased items ("Item") and/or refund.
2. Application for the Return of an Item
 - i. Buyer may only apply for the refund and/or return of the Item in the following circumstances:
 - The Item has not been received by Buyer;
 - The Item was defective and/or damaged on delivery;
 - The Item received is incomplete (missing quantity or accessories);
 - Merchant has delivered an Item that does not match the agreed specification (e.g. wrong size, colour, etc.) to Buyer;

- The Item delivered to Buyer is materially different from the description provided by merchant in the listing of the Item;
 - The Item received is a counterfeit item;
 - The Item received has physical damage (e.g. dented, scratched, shattered);
 - The Item received is faulty (e.g. malfunction, does not work as intended).
- ii. Any cancellation dispute between buyer and merchant must be submitted via email to customerservice@propbuddies.com for further action.
 - iii. Please note that, Buyer must ship the Item to the designated location within three (3) calendar days after the return request is approved by merchant.
 - iv. Wise Spend Mall will review each Buyer's dispute on a case-by-case basis and, in its sole discretion, determine whether Buyer's application is successful.
 - v. The approval of your request for refund and return will be made by merchant in its sole discretion. In the event of any dispute, Buyer acknowledges and agrees that Wise Spend Mall decision is final, conclusive and binding, and covenants and agrees that it will not bring suit or otherwise assert any claim against Wise Spend Mall or its affiliates in relation to such decision.
 - vi. In the event where Buyer has commenced legal action against merchant, Buyer may provide the formal notification from the appropriate authority to Wise Spend Mall to request Wise Spend Mall to continue to hold the purchase monies until a formal determination is available. Wise Spend Mall will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

3. Rights of Merchant

- i. When Wise Spend Mall receives any return or refund dispute from Buyer for the return of the Item and/or refund, Wise Spend Mall will notify merchant via email. Merchant must respond within the two (2) calendar days. Should Wise Spend Mall not hear from merchant within the Stipulated Period, Wise Spend Mall will assume that merchant has no response to Buyer's request and will proceed to assess Buyer's request without further notice to merchant.

4. Merchant Obligations on Refunds, Returns, and Cancellations

- i. **E-Invoicing Compliance**
 Merchants must ensure that all refunds, returns, or cancellations are accurately reflected in the e-invoicing system through the issuance of appropriate credit notes or debit notes in compliance with Inland Revenue Board of Malaysia (IRBM) requirements. While Wise Spend Mall may assist in facilitating the issuance process, the merchant retains full responsibility for compliance with all relevant tax regulations.

- ii. **Service Level Agreement (SLA) for Refunds and Returns**
Merchants must acknowledge all return or refund requests within (2) calendar days from the time of receipt. The full refund or return process must be completed within seven (7) calendar days from the date of acknowledgment. In instances where the return is due to defective, incorrect, or undelivered items, the merchant shall bear the full cost of return shipping.
- 5. **Condition of Returning Item**
 - i. To enjoy a hassle-free experience when returning the Item, Buyer should ensure that the Item, including any complimentary items such as accessories that come with the Item, must be returned to merchant in the condition received by Buyer on delivery.
- 6. **Liability of Return Shipping Fee**
 - i. In the scenario of an unforeseen error from the merchant's end (i.e. - damaged, faulty or wrong Item delivered to the buyer), the merchant will bear buyer's return shipping fee.
 - ii. In the scenario of the buyer's change of mind, buyer shall get merchant's consent prior to the return request and buyer will bear the return shipping fee.
 - iii. In the scenario where both merchant-buyer disputing the party liable for the return shipping fee, Wise Spend Mall at its sole discretion will determine the party liable for the return shipping fee.
- 7. **Return and Refunds**
 - i. Wise Spend Mall do not process, accept or reject any return and refund requests on behalf of merchant.
 - ii. For Return and refund case, buyer will only be refunded after merchant has received the returned Item. Merchant shall refund the paid price to buyer according to merchant's terms and conditions after the return tracking showed delivered. The refund will be made to Buyer's designated bank account.
 - iii. Wise Spend Mall will be at liberty to release the applicable settlement less reasonable administration charges to merchant accordingly without further confirmation.
- 8. **Refund Cooling off Period**
 - i. Upon flagged product received button, buyer is given 48 hours to initiate a refund. In the event that no refund was initiated after 48 hours, the order will mark as completed.
- 9. **Communication Between Buyer and Merchant**
 - i. Wise Spend Mall encourages Users to communicate with each other in the event where problem arises in a transaction. As Wise Spend Mall is a platform for Users to conduct trading, Buyer should contact Merchant directly for any issue relating to the Item purchased.

VII. Income Management

1. Kickback Fee

- i. Wise Spend Mall imposes kickback fees on all merchants, merchants are allowed to customize the attractive percentage based on their discretion when creating product listings.
- ii. Upon the completion of the orders, you are charged a kickback fee based on your product price, after deducting all Merchant Vouchers and Shipping Promotions. Transaction fees are also charged to sellers on successful transactions through all payment methods, such as credit or debit card.
- iii. Kickback fee is directly deducted from the merchant's payout when an order is completed and varies according to different product listing setup by merchant.
- iv. The kickback fee will be reinvested into the platform for further extend our strong momentum. We will be putting a heavier focus on enhancing our platform features and services, enhancing our customer service, and develop newer and more pertinent campaign.

2. Transaction Fee

- i. Merchant is charged with a transaction fee at the minimum rate of 1.5% or such other rate which imposed by the payment service providers (as the case maybe) of the final order amount paid by the buyer (inclusive of shipping fee), rounded up to 2 decimal places, when an order is successfully completed. For the purpose hereof, the transaction fee will be automatically deducted by Wise Spend Mall from the merchant's settlement payout.

3. Unsuccessful Order Transaction Fee

- i. An unsuccessful order is defined as an order that has gone through a refund or a return & refund process.
- ii. Merchant is charged with a transaction fee at the minimum rate of 1.5% or such other rate which imposed by the payment service providers (as the case maybe) of the final order amount paid by the buyer (inclusive of shipping fee), rounded up to 2 decimal places for order that are accepted for Return/Refund, while the logistic fee for the forward shipment fee and the return shipping fee will depend on the buyer and merchant mutual agreement.

4. Settlement Payout

- i. Settlement reports are prepared automatically in the platform, the reports consist of the transaction that are completed.
- ii. Merchant shall receive a monthly settlement payout for your income on the tenth of each month to merchant registered bank account. Wise Spend Mall may revise the payout frequency from time to time.

5. Settlement & Withholding

Wise Spend Mall reserves the right to withhold payouts in cases of suspected fraud, regulatory non-compliance, chargebacks, unresolved disputes, or failure to provide valid tax/business documentation.

Part D Miscellaneous

1. Restriction on Merchant

- i. Merchant agrees that you shall only use the Wise Spend Mall's platform for reasonable and lawful business purposes and shall conduct your business transactions with Customers in good faith.
- ii. You must not do or attempt to do anything that is unlawful, prohibited by any laws applicable to the Wise Spend Mall's platform, which we would consider inappropriate, or which might bring us or the Wise Spend Mall's platform into disrepute, including (without limitation):
 - iii. using the Wise Spend Mall's platform to advertise, promote, market, sell or trade any Items which is prohibited by law;
 - iv. removing any proprietary notices from the Wise Spend Mall's platform;
 - v. impersonating any person or entity, misrepresent yourself or your affiliation with any person or entity;
 - vi. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the Wise Spend Mall's platform or data regarding other merchants or customers, user ID, password and e-mail address, without our consent;
 - vii. tampering with or modifying the Wise Spend Mall's platform, knowingly transmitting viruses, worms or other disabling features, or damaging or interfering with the Platforms, including using trojan horses, viruses, timebombs, keystroke loggers, spyware or other similar feature or piracy or programming routines that may damage or interfere with the Wise Spend Mall's platform;
 - viii. using the Wise Spend Mall's platform in any way that interferes with any user's access to the Wise Spend Mall's platform;
 - ix. attempting to copy, reproduce, exploit or expropriate the Wise Spend Mall's platform various proprietary directories, databases and listings;
 - x. anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - xi. using the Wise Spend Mall's platform to defame, harass, threaten, menace or offend any person;

- xii. using the Wise Spend Mall's platform to send unsolicited, bulk or junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- xiii. modifying, copying, adapting, reproducing, making derivative works of, dissecting, decompiling, disassembling, reverse compiling or reverse engineering any part of the Wise Spend Mall's platform;
- xiv. uploading, emailing, posting, transmitting or otherwise making available any content on the Wise Spend Mall's platform that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- xv. uploading, emailing, posting, transmitting or otherwise making available any content on the Wise Spend Mall's platform that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure Terms);
- xvi. otherwise deriving or determining or attempting to derive or determine the source code (or algorithms, structure or organization) of any software underlying the Wise Spend Mall's platform;
- xvii. interfering with, disrupting, or creating an undue burden on servers or networks connected to the Wise Spend Mall's platform, or violate the regulations, policies or procedures of such servers or networks;
- xviii. attempting to gain unauthorised access to the unauthorised part of the Wise Spend Mall's platform (or to other computer systems or networks connected to or used together with the Platforms), whether through password mining or any other means;
- xix. forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the Wise Spend Mall's platform; and
- xx. accessing the Wise Spend Mall's platform in order to build a similar or competitive application, product, or service.

2. Breach by Vendor

- i. If merchant breaches any of the terms of these Terms, or if Wise Spend Mall has reasonable grounds to believe that you are in breach of any of the terms of these Terms, Wise Spend Mall's platform shall have the right to take such disciplinary actions as it deems appropriate, including without limitation:
- ii. suspending or terminating your merchant account and any and all accounts determined to be related to such merchant account by Wise Spend Mall in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination;

- iii. removing any Items from merchant's listings that you have submitted, posted or displayed, or imposing restrictions on the number of Items listings that you may post or display;
- iv. imposing other restrictions on your use of any features or functions of the Wise Spend Mall's platform as we may consider appropriate in our sole and absolute discretion;
- v. cancel any transactions associated with your merchant account and user ID;
- vi. temporarily withhold any Items and payment to you; and/or
- vii. any other corrective actions, discipline or penalties as we may deem necessary or appropriate in our sole and absolute discretion.

3. Indemnification

The merchant agrees to release, defend, indemnify and hold harmless and keep indemnified, defended and held harmless Wise Spend Mall, including its Affiliates, and any director, officer, employee, contractor, or agent, against any and all losses, deficiencies, claims, actions, judgments, settlements, interest, awards, costs or expenses of whatever kind (including attorney fees and court costs on an indemnity basis), fines, penalties, damages, and liabilities incurred and/or suffered by Wise Spend Mall, arising from, alleged to arise from, as a result of, in connection with or in any way associated with:

- i. the use of the Wise Spend Mall's platform services by merchant not due to the fault of Wise Spend Mall;
- ii. any defect in the products / services sold to any Customer;
- iii. any claim made by any Customer under any Terms of Service or transaction entered into with the merchant;
- iv. any breach of these Terms by merchant;
- v. any negligence, misconduct or fault of whatever nature of the merchant or its Affiliates, and any director, officer, employee, contractor, or agent; and/or
- vi. any breach in any warranty or representation made herein.

4. Limitation of Liability

- i. In no event shall Wise Spend Mall, its Affiliates and their respective licensors, shareholders, members, directors, partners, officers, employees, attorneys, agents, representatives or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data or exposure of data, information, revenue, goodwill, opportunity, profits or other business or financial benefit) arising out of or in connection with the platform or these Terms (whether in contract, tort, breach of statutory duty or

otherwise), any performance or non-performance of the platform.

- ii. Wise Spend Mall shall not be liable for any typographical clerical or other error or omission in any acceptance, invoice or other document on the part of Wise Spend Mall and shall be subject to correction without any liability to Wise Spend Mall.
- iii. Access to, and use of, the platform is entirely at your own discretion and risk. You understand and agree that you will use the platform at your own discretion and risk, and that you are solely responsible for any damage to your property (including your computer system or mobile device used in connection with the platform), or the loss of data that results from the use of the platform.
- iv. Wise Spend Mall will not be held liable for any and all losses, damages, costs and expenses which you may incur resulting from or in connection with a contract entered into between you and a customer.
- v. To maximum extent permitted by applicable law, in the event that any limitation or exclusion of liability in these Terms is not enforceable, total liability of Wise Spend Mall, its Affiliates and their respective licensors, shareholders, members, directors, partners, officers, employees, attorneys, agents, representatives or contractors for any claim arising under and/or in connection with the platform and/or these Terms, whether in contract, tort, breach of statutory duty or otherwise, is limited to the fees that Wise Spend Mall is entitled to receive from Vendor for the month immediately preceding the date the liability arose, or RM1,000.00 whichever is the lower. We do not exclude liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which may not be excluded by law.
- vi. Any claims merchant has against Wise Spend Mall under or in connection with the platform or these Terms must be notified to Wise Spend Mall within one year after the events giving rise to such claim, failing which (to the maximum extent permitted by applicable law), merchant shall be deemed as waiving any rights and remedies merchant has in respect of such claim.

5. Policy Amendments

Wise Spend Mall reserves the right to amend this Policy by updating the terms directly within the platform system. Continued use of the platform after such updates constitutes acceptance of the amendments.