

# **StaffDeals Terms & Conditions**

## 1. INTRODUCTION

1.1 Welcome to the StaffDeals platform (the "Site"). Please read the following Terms of Service carefully before using this Site or opening a StaffDeals account ("Account") so that you are aware of your legal rights and obligations with respect to StaffDeals (individually and collectively, "StaffDeals", "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by StaffDeal client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by StaffDeals.

1.2 The Services include an online platform service that provides a place and opportunity for the sale of goods between the buyer ("Buyer") and the seller ("Seller") (collectively "you", "Users" or "Parties"). The actual contract for sale is directly between Buyer and Seller and StaffDeals is not a party to that or any other contract between Buyer and Seller and accepts no obligations in connection with any such contract. Parties to such transactions will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. StaffDeals is not involved in the transaction between Users. StaffDeals may or may not pre-screen Users or the Content or information provided by Users. StaffDeals reserves the right to remove any Content or information posted by you on the Site. StaffDeals cannot ensure that Users will actually complete a transaction.

1.3 Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy

1.4 StaffDeals reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. StaffDeals may

release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. StaffDeals may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.5 StaffDeals reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

BY USING STAFFDEALS SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO OPEN AN ACCOUNT AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

## 2. PRIVACY

2.1 Your privacy is very important to us at StaffDeals. To better protect your rights we have provided the StaffDeals.com Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how StaffDeals collects and uses the information associated with your Account and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you:

- (i) Consent to StaffDeals's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy;
- (ii) Agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and StaffDeals; and
- (iii) Shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without StaffDeals's prior written consent.

2.2 Users in possession of another User's personal data through the use of the Services (the "Receiving Party") hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

### 3. LIMITED LICENSE

3.1 StaffDeals grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("Intellectual Property") displayed in the Site are the property of StaffDeals and where applicable, third party proprietors identified in the Site. No right or licence is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior

written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

3.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with StaffDeals. You acknowledge that StaffDeals may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

#### 4. SOFTWARE

4.1 Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. StaffDeals reserves all rights to the software not expressly granted by StaffDeals hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by StaffDeals.

#### 5. ACCOUNTS AND SECURITY

5.1 Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. If you select a User ID that StaffDeals, in its sole discretion, finds offensive or inappropriate, StaffDeals has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. StaffDeals has not reviewed, and assumes no responsibility for any third party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.

5.2 You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify StaffDeals of any unauthorised use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and

up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. StaffDeals will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.

5.3 You agree that StaffDeals may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the Site any Content associated with your Account and User ID, withdraw any subsidies offered to you, cancel any transactions associated with your Account and User ID, temporarily withhold any sale proceeds or refunds, and/or take any other actions that StaffDeals deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour (d) having multiple user accounts, (e) buying products on the Site for the purpose of commercial re-sale, (f) abnormal or excessive purchase of products from the same Seller or related group of Sellers, (f) voucher abuse (including, but not limited to, selling of vouchers to third parties and abnormal or excessive use of vouchers on the Site), or (g) behaviour that is harmful to other Users, third parties, or the business interests of StaffDeals. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, StaffDeals may terminate your Account immediately with or without notice.

5.4 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

## 6. TERM OF USE

6.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, StaffDeals may effect such termination with or without notice to you.

6.2 You agree not to:

- (a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way
- (c) use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- (e) remove any proprietary notices from the Site;
- (f) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of StaffDeals;
- (g) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- (h) use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- (i) open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- (j) access the StaffDeals platform, open a user account, or otherwise access your user account using an emulator, simulator, bot, or other similar hardware or software;
- (k) manipulate the price of any item or interfere with other User's listings;

- (l) take any action that may undermine the feedback or ratings systems;
  
- (m) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by StaffDeals with respect to the Services and/or data transmitted, processed or stored by StaffDeals
  
- (n) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
  
- (o) upload, email, post, transmit or otherwise make available any Content 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 agreements);
  
- (p) upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  
- (q) upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;
  
- (r) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;

(s) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;

(t) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

(u) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;

(v) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;

(w) use the Services in violation of or to circumvent any sanctions or embargo administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or Her Majesty's Treasury;

(x) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;

(y) infringe the rights of StaffDeals, including any intellectual property rights and any passing off of the same thereof;

(z) use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above; and/or



(aa) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.

6.3 You acknowledge, consent to and agree that StaffDeals may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over StaffDeals or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of StaffDeals, its Users and/or the public.

## 7. VIOLATION OF OUR TERMS OF SERVICE

7.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

- Listing deletion
- Limits placed on Account privileges
- Account suspension and subsequent termination
- Criminal charges
- Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

## 8. PURCHASE AND PAYMENT

8.1 StaffDeals supports one or more of the following payment methods in each country it operates in:

(i) Credit Card

Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in.

(ii) Bank Transfer

Buyer may make payments through an Automated Teller Machine or internet bank transfer ("Bank Transfer") to our designated StaffDeals Guarantee Account. Buyer must provide StaffDeals with the transfer receipt or payment transaction reference for verification purposes through the 'Upload Receipt' function found in StaffDeals's app as payment confirmation. If payment confirmation is not received by StaffDeals within three (3) days, Buyer's order will be cancelled.

8.2 Buyer may only change their preferred mode of payment for their purchase prior to making payment.

8.3 StaffDeals takes no responsibility and assume no liability for any loss or damages to Buyer arising from shipping information and/or payment information entered by Buyer or wrong remittance by Buyer in connection with the payment for the items purchased. We reserve the right to check whether Buyer is duly authorised to use certain payment method, and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

8.4 At the moment, StaffDeals is only able to make payment to Users via bank transfer. Hence, Users are required to provide StaffDeals with his/her banking details in order to receive payments i.e. from the sale of items or refund from StaffDeals.

## 9. DELIVERY

9.1 StaffDeals will inform Seller when StaffDeals receives Buyer's Purchase Monies. Unless otherwise agreed with StaffDeals, Seller should then make the necessary arrangements to have the purchased item delivered to Buyer and provide details such as the name of the delivery company, the tracking number, etc. to Buyer through the Site.

9.2 Seller must use his/her best effort to ensure that Buyer receives the purchased items within, whichever applicable, the StaffDeals Guarantee Period or the time period specified (for offline payment) by Seller on Seller's listing

9.3 Users understand that Seller bears all risk attached to the delivery of the purchased item(s) and warrants that he/she has or will obtain adequate insurance coverage for the delivery of the purchased item(s). In the event where the purchased item(s) is damaged,lost or failure of delivery during the course of delivery, Users acknowledge and agree that StaffDeals will not be liable for any damage, expense, cost or fees resulted therefrom and Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute.

9.4 Please note that how fast you can receive your order determined by a few factors such as your delivery address and whether the seller shipped your order already. After your order had been shipped, the courier will take some time to send it to you. You may refer the table below for StaffDeals Supported Logistic Partner's Delivery Lead Time:

Origin	Destination	
	East Malaysia	West Malaysia
East Malaysia	1-7 Days	1-7 Days
West Malaysia	1-7 Days	1-5 Days

\*Days calculation **excludes** public holidays which differ by state and logistic provider non-working days.

## 10. CANCELLATION, RETURN AND REFUND

10.1 Buyer may only cancel his/her order prior to the payment of Buyer's Purchase Monies.

10.2 Buyer may apply for the return of the purchased item and refund prior to the expiry of StaffDeals Guarantee Period, if applicable, subject to and in accordance with StaffDeals's Refunds and Return Policy. Please refer to StaffDeals's Refunds and Return Policy for further information.

10.3 StaffDeals reserves the right to cancel any transaction on the Site and Buyer agrees that Buyer's sole remedy will be to receive a refund of the Buyer's Purchase Monies.

## 11. FEEDBACK

11.1 StaffDeals welcomes information and feedback from our Users which will enable StaffDeals to improve the quality of service provided. Please refer to our feedback procedure below for further information:

- (i) Feedback may be made in writing through email to or using the feedback form found on the App.
- (ii) Anonymous feedback will not be accepted.
- (iii) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.
- (iv) Vague and defamatory feedback will not be entertained.

## 12. REFUNDS AND RETURNS POLICY

### 12.1 Application for the Return of an Item

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 received is incomplete (missing quantity or accessories);
- Seller 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 Seller 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);
- The GroupBuy is not successful;

- By way of private agreement with Seller and Seller must send his/her confirmation to StaffDeals confirming such agreement; or
- Change of mind\*

\*Change of Mind return policy is only applicable to certain categories and restricted to certain Sellers only.

Buyer's application must be submitted via the StaffDeals mobile app.

StaffDeals will review each Buyer's application on a case-by-case basis and, in its sole discretion, determine whether Buyer's application is successful.

## 12.2 Condition of Returning Item

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 Seller in the condition received by Buyer on delivery. We will recommend Buyer to take a photo of the Item upon receipt.

## 12.3 Liability of Return Shipping Fee

In the scenario of an unforeseen error from the seller's end (i.e - damaged, faulty or wrong item delivered to the buyer), the seller will bear the buyer's return shipping fee.