



Terms of Service  
Revised: 11-09-2024

## 1. INTRODUCTION

Welcome to the MyWau platform.

Please read the following Terms of Service carefully before using this Site or opening a MyWau account so that you are aware of your legal rights and obligations with respect to MyWau and its affiliate and subsidiaries (individually and collectively). 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 MyWau.

The Service include an online platform service that provides a place and opportunity for the (collectively “you” or “Users”). Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. MyWau is not involved in the transaction between Users or any otherwise. MyWau may or may not pre-screen Users or the Content or information provided by Users. MyWau cannot ensure that Users will complete a transaction.

Before becoming a User of the Site, you must read and accept all 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 linked hereto.

MyWau 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. MyWau 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. MyWau 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.

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

By Using MyWau 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 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 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 Create Later.



## **2. PRIVACY**

Your privacy is very important to us at MyWau to better protect your rights we have provided the MyWau Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how MyWau 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:

Consent to MyWau’s use, disclosure and/or processing of your Content, personal data, and User Information as described in the Privacy Policy;

Agree and acknowledge that the propriety rights of your User Information are jointly owned by you and MyWau;

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 MyWau’s prior written consent.

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**

MyWau grants you a limited and revocable license to access and use the Services to the subject to the terms and conditions of Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property (“Intellectual Property”) displayed in the Site. No right or license 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 or any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part of 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).

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



## **SOFTWARE**

Any software provided by us to you as part of the Services is subject to the Provisions of these Terms of Service. MyWau reserves all rights to the software not expressly granted by MyWau 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 MyWau.

## **ACCOUNTS AND SECURITY**

Some functions of our Services require registration for an Account by input unique identification (User ID) and password, and by providing certain personal information. If you input a User ID that MyWau, in its sole discretion, finds offensive or inappropriate, MyWau 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. MyWau has not reviewed, and assumes no responsibility for any third-party content, functionality, security, 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.

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 MyWau of any unauthorized 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. MyWau will not be liable for any loss or damage arising from unauthorized use of your password or your failure to comply with this Section.

You agree that MyWau 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, temporarily withhold any sale proceeds or refunds, and/or take any other actions that MyWau deems necessary. Grounds for such actions may include, but are not limited to, (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 behavior (d) having multiple user accounts for illegitimate reasons, or (e) behavior that is harmful to other Users, third parties, or the business interest of MyWau. 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, MyWau may terminate your Account immediately with or without notice. MyWau subscriptions are non-refundable.

Users may terminate their Account if they notify MyWau in writing (including via email at [mywauapps@gmail.com](mailto:mywauapps@gmail.com)) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment of the product, or the like, and Users must contact MyWau after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. MyWau shall have no liability



and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by MyWau.

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

## **TERM OF USE**

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, MyWau may affect such termination with or without notice to you.

You agree not to:

- i) 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 privacy, hateful, or racially, ethnically, or otherwise objectionable;
- ii) Violate any laws, including without limitation any laws and regulation in relation to export and import restrictions, third party rights or our Prohibited and Restricted Items policy;
- iii) Use the Services to harm minors in any way;
- iv) Use the Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- v) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- vi) Remove any proprietary notices from the Site;
- vii) Cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of MyWau;
- viii) Use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;

Use the Services for fraudulent purposes;

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 MyWau with respect to the Services and/or data transmitted, processed or stored by MyWau;

Harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;



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;

Upload, email, post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letter, pyramid schemes, or any other unauthorized form of solicitation;

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 or any computer software or hardware or data or telecommunications equipment;

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 ability to engage in real time exchanges;

Interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

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;

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

Use the Services to violate the privacy of others or to stalk or otherwise harass another;

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

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.

You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not MyWau, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site. You understand that by using the Site, you may be exposed to Content that you may consider to be offensive, indecent, or objectionable. To the maximum extent permitted by applicable law, under no circumstances will MyWau be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted, or otherwise made available on the Site.

You acknowledge that MyWau and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, remove, or move any Content, including without limitation any Content or information posted by you, that is available on the Site. Without limiting the foregoing, MyWau and its designees shall have the right to remove any Content: (i) that violates these Terms of Service; (ii) if we receive a complaint from another User; (iii) if we receive a notice of intellectual property infringement or other legal instruction for removal; or (iv) if such Content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by MyWau or submitted to MyWau, including, without limitation, information in MyWau Forum send in all other parts of the Site.

You acknowledge, consent to and agree that MyWau 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 MyWau 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 MyWau, its Users and/or the public.

## **VIOLATION OF OUR TERMS OF SERVICE**

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

- 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

If you believe a User on our Site is violating these Terms of Service, please contact [mywauapps@gmail.com](mailto:mywauapps@gmail.com)

## **REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT**

The Users are independent individuals or businesses, and they are not associated with MyWau in any way. MyWau is neither the agent nor representative of the Users and does not hold and/or own any of the merchandises listed on the Site.

If you are intellectual property right owner (“IPR Owner”) or an agent duly authorized by an IPR Owner (“IPR Agent”) and you believe that your right or your principal’s right has been infringed, please notify us in writing by email to [mywauapps@gmail.com](mailto:mywauapps@gmail.com) and provide us the documents requested below to support your claim. Do allow us time to process the information provided. MyWau will respond to your complaint as soon as practicable.

Complaints under this Section 8 must be provided in the form prescribed by MyWau, which may be updated from time to time, must include at least the following: (a) a physical or electronic sign of an IPR Owner or IPR Agent (collectively, “Informant”); (b) a description of the type and nature of intellectual property right that is allegedly infringement; (d) sufficient information to allow MyWau to contact the Informant, such as Informant’s physical address, telephone number and e-mail address; (e) a statement by Informant that the complaint is filed on good faith belief and that the use of the intellectual property as identified by the Informant is not authorized by the IPR Owner or the law; (f) a statement by the Informant that the information in the notification is accurate, indemnify us for any damages we may suffer as a result of the information provided by and that the Informant has the appropriate right or is authorized to act on IPR Owner’s behalf to the complaint.

## **STORAGE, UNCLAIMED PARCEL, AND WAREHOUSE**

Please take note that arrived goods can be kept in the warehouse (China) for one month only. More than 6 months, the goods will be disposed. Make sure to contact Customer Relations and supplier.

Goods that have been stayed in the warehouse for certain amount of period (30 days), should the buyer decided to change to another warehouse that is not owned by MyWau, will be penalized as rental automatically. Rate Charges start as minimum RM10.00 per day per shipment for Air Freight. As for sea shipment RM20.00 per cubic meter (CBM) per day.

Changing of warehouse must be informed beforehand (before goods ships out from warehouse). Late informed (including on the boat & upon arrive warehouse MY) will be charged upon the buyer. Charges will be depending on locations and discussion between local courier and buyers. However, discussion must be made and agreed for both sides. MyWau will not be liable for this matter.

Some goods may be rejected due to damaged when upon arrived at the warehouse. Discussion will be needed between users and suppliers. MyWau shall be only informant to the Users.

For unclaimed parcel, please refer to MyWau apps or contact to Customer Services to obtain the information. Three (3) months will be given to claim the parcel. After given duration, unclaimed parcels will be disposed.

For certain goods, 1 CBM will be considered to 500kg when ships using sea freight shipment.

## **PURCHASE AND PAYMENT**

MyWau supports one or more of the following payment methods operates in:

Top-Up Voucher:

### **1. Top-Up Service**

By using our virtual account top-up service, you agree to these terms and conditions. You can top up your virtual account through available payment methods such as bank transfers, debit/credit cards, or other supported methods.

### **2. Minimum and Maximum Top-Up Amounts**

There may be a minimum and maximum limit for each top-up transaction. These limits will be clearly displayed before you confirm the top-up.

### 3. Processing Time:

Top-up transactions are usually processed immediately, but in some cases, it may take a few minutes or longer due to network or system delays. You may contact our support and inform us so we may inform to the parties involved. However, that we are not responsible for delays caused by external factors.

### 4. Fees:

Top-up methods may have additional fees. The amount is RM1.00 per Top-Up. All fees will be shown to you before confirming your top-up. Once confirmed, all fees are non-refundable.

### 5. Confirmation and Receipt:

Once your top-up is successful, you will receive a confirmation page. Please keep this confirmation for your records. If you do not receive a confirmation, check your account balance, or contact customer service.

### 6. Failed Transactions:

If a top-up fails but funds were deducted from your bank or payment method, please contact us. We will investigate the issue, but it may take several business days to resolve.

### 7. Refunds:

All successful top-up transactions are final and non-refundable. If you believe there was an error with the top-up, please contact customer service for assistance.

### 8. Security:

You are responsible for keeping your account details, login credentials, and transaction information safe. Do not share your details with anyone. We are not responsible for any unauthorized top-ups caused by compromised account details.

### 9. Changes to the Service:

We reserve the right to modify the top-up service, including limits, fees, and supported payment methods. You will be notified of any significant changes in advance.

### 10. Disputes and Issues:

If you encounter any problems with your top-up, contact our customer service. We will do our best to resolve issues in a timely manner, but some investigations may require time depending on the complexity of the issue.

### 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.

### Cash on Delivery:

MyWau does not accept COD services.

### Bank Transfer:

Buyer may make payments through an Automated Teller Machine or Internet Bank transfer (“Bank Transfer”) to our designated MyWau Account. Buyer must provide MyWau with the





transfer receipt or payment transaction reference for verification purposes through the “Upload Receipt” function found in MyWau’s app as payment confirmation. If payment confirmation is not received by MyWau within three (3) days, Buyer’s order will be cancelled.

**Recurring Payment:**

**i) Automatic Payments:**

By choosing recurring payments, you allow us to automatically charge your selected payment method at regular intervals (monthly or yearly).

**ii) Payment Dates:**

Payments will be taken on the same day each billing period (monthly or yearly) unless you cancel.

**iii) Keeping Payment Info Up to Date:**

It’s your responsibility to make sure your payment details (like credit card info) are accurate and updated. If your payment fails, we may ask for updated information.

**iv) Failed Payments:**

If a payment doesn’t go through, we’ll notify you. If we can’t get payment after a few tries, we may pause or stop your service.

**v) Cancelling Recurring Payments:**

You can cancel your recurring payments anytime by contacting us. Cancellation will apply after the current billing period ends. No partial refunds for the rest of the billing period.

**vi) Changes to Payments:**

We may change the amount or timing of payments. If we do, we’ll let you know at least 30 days in advance. If you don’t agree with the changes, you can cancel before they take effect.

**vii) Refunds:**

Payments are generally non-refundable. If there’s a mistake in billing, contact us within 7 days for help.

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

MyWau 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 authorized to use certain payment method and may suspend the transaction until such authorization is confirmed or cancel the relevant transaction where such confirmation is not available.

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

For purchased items, please refer to the list of prohibited items in the price list section in MyWau Apps. MyWau will not be liable for the purchased items bought that listed in the prohibited items. Please check with our Customer Service if goods purchased are not listed.



Some of purchased goods may need license permit from government to import goods into Malaysia. Please check with our Customer Service before buying goods.

## **DELIVERY**

Deliveries are made by a third party, fully managed by the China-based company. Users can obtain necessary information regarding the status of the goods and contact details through MyWau. If direct contact information is provided, users may reach out directly. Otherwise, MyWau will assist with further inquiries.

Buyers will be informed when the goods are delivered. Unless otherwise agreed with MyWau, Buyers should then make the necessary arrangements to have the purchased items delivered to assigned address. Buyers will cover any fees for address changes made after the goods are dispatched from the warehouse in China.

Users understand that delivered party bears all risk attached to the delivery of the purchased items(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 delivery, Users acknowledge and agree that MyWau will not be liable for any damage, expense, cost, or fees resulted therefore and Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute.

For Cross-Border Transaction. Users understand that all cross-border import and export transactions are subject to local laws and regulations. Buyers should familiarize himself/herself with all import and export restrictions that apply to the designating country. User acknowledges that MyWau cannot provide any legal advice in this regard and agrees that delivery party will bear all risks and liabilities associated with import and export of any item to the designating country.

For certain out of delivery area (ODA), there will be an extra charge for delivery imposed by local courier due to some areas may be difficult to access and size of the parcels delivered greater than quantity of the parcels. Such areas including free tax area, remote areas, islands.

Extra charges may apply for oversized parcels during delivery.

No request will be entertained for refund once the delivery was made. Wrong item should be informed to the Customer Service if received wrong parcels.

No compensation given due to natural disasters such as fire, flooded & typhoon. Nevertheless, if the cause is because of human doings, then, compensation shall be considered upon cases after investigation.

In the Event of Force Majeure, both the Company and the Customer shall be excused from performing or delay in performing the Services and obligations contained herein. Each Party agrees to give the other Party immediate oral notice of an Event of Force Majeure, stating its course and probable duration, followed by a written notice as soon as practical. Such Party shall notify the other Party immediately upon termination of such cause.

Force Majeure Event: means for event that beyond the reasonable control of supplier, and is associated directly with the Services, and without prejudice to the generality of the foregoing, shall include without limitation any of the following:

(a) act of God, strike, work stoppage, lockout or industrial actions, labor or trade dispute, difficulty or increased expense in obtaining workers, materials or transport, act of the public enemy, war declared or undeclared, invasion, act of terrorism or sabotage, embargo, blockade, revolution, riot, insurrection, civil or military disturbance or commotion, sabotage, lightning, fire, storm, flood, or other unusually severe weather conditions, earthquake, volcanic eruption, natural disaster, explosion, peril of the sea, embargo, epidemic, pandemic, radioactive, chemical or biological contamination, aircraft crash, loss or malfunction of utilities, communications or computer services, or failure or delay of transportation; or

(b) decisions, actions, omissions, or delays in acting by a governmental authority or agency, including without limitation: (i) sudden declaration of ungazetted public holidays; (ii) imposing an export or import restriction, quota, or prohibition; and (iii) the failure to grant or the revocation of applicable licenses and / or approvals, necessary for the purpose of the import of the Goods.

## **CANCELLATION, COMPENSATION, RETURN AND REFUND, UNPAID SHIPMENT**

Buyer may apply compensation of the purchased item, if applicable, for goods that are found at fault, or damage, or lost, or broken, after investigation conducted. If, MyWau found at fault, a certain amount of compensation will be given upon cases, otherwise, no compensation shall be given out except from other parties that found at guilty will provide some amount, at least, compensation for the goods. Duration may take place in one week to a month.

MyWau provides compensation for amount RM 100.00 Ringgit for goods weight less than 2.00 KG, maximum RM 200.00 Ringgit for goods weight more than 2.00 KG and above with no limit regardless the value. Application for compensation will be valid for 3 days after goods have been received. However, MyWau deserves the rights to reject any request compensation after 4 days of received the goods if no complain being made by the recipient. MyWau only compensates for shipment cost depending on cases after investigation being made.

Regarding Returned Item, however, returned item is expensive. Upon received wrong items, wrong variations and damaged items, broken item (see section 13, Fragile Items), Users will need to communicate with the own dealers. Discussion with suppliers, will be required to resolve the issues. MyWau will shall be helper, if needed, otherwise, only advising.

In regards of Unpaid Shipment, after 7-days of shipping price given out, the goods packed shall be fully responsible by the User. MyWau shall be no liable for any loss, dan damage upon the goods after 7-days of unpaid shipment.

For User that unable to pay shipment within stipulated time without leaving any messages, those goods will be disposed after one-month of notice.

Unclaimed parcels after 2 weeks of notices, shall be owned by MyWau by rights if no owner has come forward to claim.

## **FRAGILE ITEMS AND HIGH-VALUE-ITEMS**

Items that are considered high-value-items, vulnerable, easily broken, and any goods that are related to it, buyer are held the full responsible for the items bought. Any damage or loss of the items are liable by the Users. There shall be no compensation given.

High-value-items are considered above, Ringgit Malaysia, RM500.00. Shall it be a damaged to the items, or lost, it will be Users' liable. Users are fully responsible for risk taken. No compensation shall be given.

## **FEEDBACK**

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

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

## **DISCLAIMERS**

THE SERVICES ARE PROVIDED AS IS AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY MYWAU OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYWAU DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THERIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

MYWAU HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR: (A) THE FITNESS FOR PURPOSE, EXISTENCE, QUALITY, SAFETY OR LEGALITY OF ITEMS AVAILABLE VIA THE SERVICIES; OR (B) THE

ABILITY OF SELLERS TO SELL ITEMS OR OF BUYERS TO PAY FOR ITEMS. IF THERE IS A DISPUTE INVOLVING ONE OR MORE USERS, SUCH USERS AGREE TO RESOLVE SUCH DISPUTE BETWEEN THEMSELVES DIRECTLY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

## **EXCLUSIONS AND LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MYWAU BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR:

- (a) (A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR
- (b) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFORE, EVEN IF MYWAU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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You represent and warrant that:



- (a) You possess the legal capacity (and in the case of a minor, valid parent, or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b) You will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules codes, directives, guidelines, policies, and regulations.

## **INDEMNITY**

You agree to indemnify, defend and hold harmless MyWau, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders, or other partners, and employees (collectively, the Indemnified Parties) from and against any and all claims, actions, proceedings, and suits, and all related liabilities, damages, settlements, penalties, fines, cost and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction (except where MyWau or its Affiliates is the Seller in the transaction that the dispute relates to), (b) the hosting, operation, management and/or administration of the Services by or on behalf of MyWau, (c) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (d) your use or misuse of the Services, or (e) your breach of any law or any rights of a third party.

## **SEVERABILITY**

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

## **GENERAL PROVISIONS**

MyWau reserves all rights not expressly granted herein.

MyWau may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

You may not assign, sublicense, or transfer any rights granted to you hereunder or subcontract any of your obligations.

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The failure of MyWau at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.



These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for MyWau’s affiliates and subsidiaries (and each of MyWau and its affiliates and subsidiaries respective successors and assigns).

The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights, and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained, or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

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