



Terms and Conditions (“Terms”)

Last updated: January 15, 2022

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using K-Globallink application (the “Application”, the “Mobile Application”, the “Service”) operated by K-LINK INTERNATIONAL Sdn. Bhd. (“us”, “we”, or “our”) and developed by DBO Plus Sdn. Bhd. (“the partner”).

Your access to and use of the Application and/or the Service is condition on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Application and/or the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may choose not to access the Application.

1. LOGIN

You may access areas of the K-GLOBALLINK application that requires login using your K-LINK Distributor/Guest code and Password. You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account.

By login into the K-GLOBALLINK application, you agree that:

(i) Your account and password are personal to you and not to be used by anyone else to access the K-GLOBALLINK application and K-LINK Distributor Area;

(ii) You will not login into K-GLOBALLINK application for the purpose of abusing the functionality of the application, or other users; nor will you seek to pass yourself off as another user;

You agree to notify us and/or the partner immediately if you become aware of any unauthorised use of your password or account identifiers by others.

2. CONDITIONS OF USE

2.1. You will not, nor allow third parties on your behalf to :-

- I. make and distribute copies of the Application;
- II. attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application;
- III. create derivative works of the Application of any kind whatsoever.

2.2. The Application is currently made available to you for your personal, non-commercial use. K-LINK INTERNATIONAL Sdn. Bhd. reserves the right to amend or withdraw the Application, or charge you for the application or service provided to you in accordance with these terms at any time and for any reason(s).

2.3. You acknowledge that the terms of agreement with your respective mobile network provider ('Mobile Provider') will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

2.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

3. DATA PROTECTION

Any personal information you supply to K-LINK INTERNATIONAL Sdn. Bhd. when using the Application will be used by K-LINK INTERNATIONAL Sdn. Bhd. in accordance with its Privacy Policy.

4. PRIVACY POLICY

K-LINK INTERNATIONAL Sdn. Bhd. respect the privacy of individuals with regard to personal data and is committed to protecting the privacy of the users and strives to provide a safe and secure user experience. This Privacy Policy is formulated in accordance with the Personal Data Protection Act 2010, which describes how your information is collected and used, and your rights with respect to your Personal Data.

5. PROPRIETARY RIGHTS AND LICENCE

5.1. All trademarks, copyrights, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by DBO PLUS Sdn. Bhd. or by DBO PLUS Sdn. Bhd.'s licensor.

5.2. DBO PLUS Sdn. Bhd. hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use the Application for your K-LINK INTERNATIONAL Sdn. Bhd. business and personal use in accordance with these terms.

6. AVAILABILITY

6.1. The K-GLOBALLINK Mobile Application is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. will use reasonable efforts to make the Application available at all times. However, you acknowledge that the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside DBO PLUS Sdn. Bhd.'s and K-LINK INTERNATIONAL Sdn. Bhd.'s reasonable control.

6.2. DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. do not accept any responsibility whatsoever for unavailability of the Application or any difficulty or inability to download and/or access content and/or any other communication system failure which may result in the Application being unavailable.

7. SYSTEM REQUIREMENTS

7.1. In order to use the Mobile Application, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ('Software Requirements').

7.2. The Software Requirements are as follows: Apple iOS devices running iOS 9.0, and Android OS devices running Android OS 6.0; Language Requirements: English, Chinese (Simplified Chinese) and Bahasa Malaysia.

8. LIMITATION OF LIABILITY

8.1. We are not responsible for your online, offline, or in-person interactions with other users of K-LINK International K-GLOBALLINK platform whether as a distributor or guests. We disclaim all liabilities and warranties with respect to those interactions. We do not ordinarily conduct criminal background checks or screenings, sex offender register searches, or other background research on the users of K-LINK International K-GLOBALLINK platform. Although we have the right at any time using publicly available information to conduct criminal background checks on criminal background checks or screenings, sex offender register searches, or other background research of K-LINK International K-GLOBALLINK platform.

8.2. You should not expect that we will do so. We cannot guarantee, and assume no responsibility for verifying the accuracy of the statements of the users of K-LINK International K-GLOBALLINK platform or any information provided by the users.

8.3. You are solely responsible for your interactions with other users of K-LINK International K-GLOBALLINK platform and any other parties with whom you interact through K-LINK International K-GLOBALLINK platform whether online or offline. You interact with others at your own risk. Accordingly, our liability arising out of or related to K-LINK International K-GLOBALLINK platform - including as a

result of online, offline, or in-person interactions with other K-LINK International K-GLOBALLINK platform users - shall be limited to the extent specified in our terms of use.

8.4. You agree to take all necessary safety precautions in all interactions with other users of K-LINK International K-GLOBALLINK platform, including if you decide to communicate with other users on or off K-LINK International K-GLOBALLINK platform, share information with other users or meet in- person.

9. TERMINATION

K-LINK INTERNATIONAL Sdn. Bhd. may terminate or suspend your access to our Service immediately, without prior notice for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account in K-GLOBALLINK, you will need to inform K-LINK INTERNATIONAL Sdn. Bhd. in writing of your wish to discontinue using the service (K-GLOBALLINK).

10. PRODUCT

K-LINK INTERNATIONAL Sdn. Bhd. offers a wide range of products for your convenient on e-shopping. Each product offered on e-Store has a detail description. You shall be responsible for confirming the information and content related to the items you wish to purchase through the information provided before you confirm purchase any order. It is presumed that you have full knowledge and understanding of the details of the items you are purchasing upon submission of your order.

11. PRODUCT QUALITY GUARANTEE

K-LINK INTERNATIONAL Sdn. Bhd. is committed to provide quality products at a reasonable price. The Company shall replace defective or damaged products sold to distributors and customers. However, this guarantee does not cover tampered, contaminated, misused or expired products.

So long as the customer produces sufficient evidence, K-LINK INTERNATIONAL Sdn. Bhd. will meet the demand for replacement of the products. However, the customer must present the purchase receipt with the returned goods to the distributor that sold the goods, who will then submit the returned goods together with the original receipt and the duly filled printed form at the back of the receipt to Head Office.

12. PRODUCT GUARANTEE AND BUY-BACK POLICY

12.1 K-LINK INTERNATIONAL Sdn. Bhd. guarantees retail customers a refund or replacement of defective goods sold within a period of 180 days from the date of purchase.

12.2 According to this products guarantee, the appointed distributor who received any returned goods have to return them to Head Office. Depending on situation, a decision shall be made to refund or replace the goods.

12.3 The following flow chart depicts the line of responsibility for our product guarantee:

Customer > Distributor > Leader > K-Link

12.4 When can distributor/customer apply for a Return / Refund?

In the event of any dispute/chargeback received from distributors/customers for below requests:-

- Did not receive the order
- Received an incomplete product (e.g. missing quantity)
- Received the wrong product(s) (e.g. wrong size, wrong colour, different product)
- Received a product with physical damage (e.g. dented, scratched, broken, leaking)
- Received a faulty product (e.g. malfunction, does not work as intended)

The above mentioned shall under the condition that it was NOT caused by buyer.

12.5 K-LINK INTERNATIONAL Sdn. Bhd.'s product guarantee and buy-back policy takes effect from the date of purchase by the distributor for a valid period of 180 days. Beyond this period, the Company bears no responsibility.

12.6 Upon receipt of the returned goods, the Company shall deduct from the reimbursable amount, the bonuses paid and the service and delivery fee amounting to 10% of the distributor price of the product sold. The balance due shall be paid by cheque or online banking to the respective distributor.

13. YOUR ORDER

K-LINK INTERNATIONAL Sdn. Bhd. is determined to provide most accurate product and pricing information on the application; In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation or alteration.

K-LINK INTERNATIONAL Sdn. Bhd. shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card or bank account charged.

14. SMARTSHIP PROGRAMME

- 14.1 The Smartship Programme subscription is an automated re-purchase facility offered to K-Link distributors to conveniently order selected K-Link products for consecutive months (Eg. 3 / 6 / 12 months) and charge them to the distributor's respective credit/debit card automatically for the respective duration.
- 14.2 The Smartship Programme subscription offer attractive rewards/savings upon successful subscription. By signing up, distributors agree and authorize K-Link International Sdn. Bhd. to charge the distributor's respective credit/debit card automatically for the respective duration.
- 14.3 The subscription of Smartship Programme and ordering of its selected K-Link products are only available **ONLINE** via K-Globalink e-commerce website (www.k-globalink.com).
- 14.4 Only credit/debit card payments are accepted. The registered credit/debit card must be:
- i. valid at the time of Smartship Programme enrolment
 - ii. at least 7 months before expired
 - iii. sufficient fund allocated for auto billing
 - iv. enabled for auto payment service
 - v. activated for e-commerce and online transactions for Debit Card

Change of card after 1st month payment is **NOT** allowed.

Payment through online banking or other payment method is **NOT** allowed.

- 14.5 K-Link International Sdn. Bhd. is under no obligation to deliver products or allow for product collection if the registered card(s) is failed to charge due to reason that the card has expired, exceeds limit, invalid, terminated or any others reason. K-Link International Sdn. Bhd. reserves the right to modify or terminate the Smartship Programme subscription at its sole discretion.

- 14.6 For Smartship Programme subscription by delivery,
- i. the 1st order's delivery method;
 - ii. the 1st order's delivery address ;
 - iii. the 1st order's delivery date

will be used as the next auto order's delivery details if there is no change made **(at least 3 days prior to the card charging date)**.

- 14.7 For Smartship Programme subscription by collection,
- i. the 1st order's pick-up method;
 - ii. the 1st order pick-up location;
 - iii. the 1st order pick-up date

will be used as the next auto order's collection details if there is no change made **(at least 3 days prior to the card charging date)**.

- 14.8 Upon successful subscription of Smartship Programme, the orders will be processed within **ONE** working day after the subscription date. **The 1st month payment MUST go through for the Smartship Programme subscription to continue.**
- 14.9 Distributor's credit/debit card will continue to be charged for the subsequent months according to subscription plan, and the amount charged is according to the selected products & delivery fees if delivery method selected.
- 14.10 Distributor **MUST** complete the entire Smartship Programme subscription plan if they want to enjoy the final month's great rewards/saving. Otherwise, they will just be entitled to the interim rewards/saving as at when they suspend the subscription.
- 14.11 For any failed payment, **ONLY** upon management approval, K-Link International Sdn. Bhd. will only give a grace period of **1 day to do payment MANUALLY**. Failure to do so will warrant an automatic termination/cancellation of the subscribed Smartship Programme by K-Link International Sdn. Bhd.
- 14.12 Distributor can opt to discontinue their signed-up Smartship Programme subscription anytime (**at least 3 days prior to the card charging date**). However, early/any cancellation of this subscription will disqualify distributor of all rewards/saving effectively upon cancellation.
- 14.13 Cancellation of Smartship Programme subscription is without any penalty and is applicable for the whole subscription, **no partial cancellation is allowed**. After cancellation, the subscription will not allow to be re-activated. Distributor will need to sign up again for a new Smartship Programme subscription.
- Upon cancellation of Smartship Programme subscription before complete the whole plan, the re-subscription will be deemed as re-start from the 1st month.
- For 6 months plan, if the re-subscription is **within 6 months** from the date of cancellation of previous Smartship subscription, distributors are **NOT** entitled for 1st month rewards/saving.
- 14.14 Products purchased through Smartship Programme are **NON-RETURNABLE / REFUNDABLE / EXCHANGEABLE**.
- 14.15 No switching of product(s) / duration plan once the subscription has started. Only products with size or colour which under same pricing are allowed to change to different size or color (**at least 3 days prior to the card charging date**).
- 14.16 Smartship Programme purchases are not valid with any ongoing promotion, hot deal or offer, i.e. PWP or with any other related promotions during the subscription period.

14.17 For delivery, distributors will receive the goods ordered within 3-5 working days. “Working Days” means Monday to Friday and does not include Saturday, Sunday and state, public and federal holidays (Delays may happened during EMCO/MCO/RMCO period or when there is unexpected natural disasters such as flood or any other unexpected reasons).

14.18 Distributor can modify their Smartship Programme subscription details **at least 3 days prior to the card charging date.**

Distributor can make changes to their next order for :-

- a. Next pick-up or delivery method
- b. Next pick-up location or delivery address
- c. Next preferred pick-up date or delivery date
- d. Next order product size/colour with same pricing only

The changes will be reflected and effective in the next order month or to all subsequent orders month if changes are apply to all subsequent orders months. Changes for individual orders month are allowed.

Changes only can be made **ONLINE** via K-Globalink e-commerce website (www.k-globalink.com).

14.19 The Smartship Programme is allowed for self subscription or subscribe for downline.

14.20 The terms and conditions herein are not exhaustive. K-Link International Sdn. Bhd. reserves the right to add, modify or delete any of the above Terms & Conditions of this Smartship Programme without any prior notification.

15. SHIPPING & DELIVERY

K-LINK INTERNATIONAL Sdn. Bhd. will process your confirmed order with payments as soon as your online purchase is completed. For delivery, you will receive your goods ordered within 3-5 working days. “Working Days” means Monday to Friday and does not include Saturday, Sunday and state, public and federal holidays (Delays may happened during EMCO/MCO/RMCO period or when there is unexpected natural disasters such as flood or any other unexpected reasons).

16. K-PAGE

16.1 K-LINK INTERNATIONAL Sdn. Bhd. does not allow below activities to be posted:-

- Nudity or other sexually suggestive content
- Hate speech, credible threats or direct attacks on an individual or group
- Content that contains self-harm or excessive violence
- Fake or impostor profiles
- Spam

16.2 K-LINK INTERNATIONAL Sdn. Bhd. may review the abuse report and shall have the right to remove any activity when there is misuse get reported in K-PAGE.

16.3 K-LINK INTERNATIONAL Sdn. Bhd. may access, preserve and share information when we have a good faith believe it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of the investigations; or to prevent death or imminent bodily harm.

16.4 K-LINK INTERNATIONAL Sdn. Bhd. may terminate or suspend your access to our Service immediately, without prior notice for any reason whatsoever, including without limitation if you breach the Terms.

17. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, and for the avoidance of doubt, K-LINK INTERNATIONAL Sdn. Bhd. hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.
