

## TERMS & CONDITIONS

Welcome to [www.mooncakeonline.com](http://www.mooncakeonline.com) website (the "Website"). These terms and conditions ("Terms and Conditions") apply to the Website, Webqom Technologies Sdn. Bhd. (809009-A) (the "WQM"), and all of its divisions, subsidiaries, and affiliate operated Internet sites which reference these Terms and Conditions.

By accessing the Website, you confirm your understanding of the Terms and Conditions. If you do not agree to these Terms and Conditions of use, you shall not use this Website. The Website reserves the right to change, modify, add, or remove portions of these Terms and Conditions of use at any time. Changes will be effective when posted on the Website with no other notice provided.

## USE OF THE SITE

The Website, including all content, in text, graphical, video and audio forms, images, applications, data and other elements available on or through the Website, is the property of WQM and others and protected by Intellectual Property laws in Malaysia. The content provided on this Website is solely for informational purposes. We grant you a non-transferable and revocable license to use the Website, under the Terms and Conditions described, for the purpose of shopping on the Website. Commercial use or use on behalf of any third party is strictly prohibited, except as explicitly permitted by us in advance.

Should you choose to register or subscribe for any services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Website is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible and liable for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Website shall not be responsible or liable, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

## PRIVACY POLICY (PDPA 2010)

Mooncakeonline is currently undertaking an exercise to comply with the Personal Data Protection Act 2010. We are committed to protecting the Buyer's privacy and assure that the Buyer's personal data and information will be strictly processed in accordance with the Act and our own strict internal policy. We take our Buyer's privacy seriously and we will only collect, store and use the Buyer personal information as outlined below:

### (1) Collection of Personal Information

We collect your personal data and information from you when you register as a member. Mooncakeonline treats and views your personal data seriously. In order for a customer relations representative to respond to your questions or concerns, we may need personal information such as your name, identity card number, passport number (foreign), address, gender, date of birth, contact information, email address, telephone number, nationality, This information is used to answer your questions as completely and thoroughly as possible. We use your personal information for promotions,

products or services available from Mooncakeonline via emails, phone calls, SMS, mails and other forms of communication tool.

## (2) Accessing and Updating Your Personal Information

You may access and update your personal information by email to [tina.lee@mooncakeonline.com](mailto:tina.lee@mooncakeonline.com).

## (3) Security of Your Personal Information

Mooncakeonline ensures that all information collected will be safely and securely stored. We protect your personal information by allowing access to personal information only via passwords and maintaining technology products to prevent unauthorized computer access. Personal Data that we collect from you will be stored and backed up securely in a restricted and controlled location.

## (4) Disclosure of Personal Information

We will not share your personal information, other than our corporate group and those third party directly related to and necessary for the purpose of products/delivery of the same purpose for which you have authorized. In exceptional circumstances, Mooncakeonline may be required to disclose personal information as required by law. Mooncakeonline is committed to comply with the Personal Data Protection Act 2010, in particular, its policies as well as corresponding guidelines and orders. If you believe that your privacy has been breached by Mooncakeonline please contact Customer Service or email to [tina.lee@mooncakeonline.com](mailto:tina.lee@mooncakeonline.com).

## (5) Changes to the Privacy Policy

Mooncakeonline reserves the right to modify and change the Privacy Policy at any point of time without any prior notice. Any changes to this policy will be published on the Website. You should check this Policy each time you access the Website so as to be aware of the most recent applicable version of the Policy.

## ORDER ACCEPTANCE AND PRICING

Please note that there are cases when an order cannot be processed for various reasons. The Website reserves the right to refuse or cancel any order for any reason at any given time. You may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order.

We are determined to provide the most accurate pricing information on the Website to our users; however, errors may still occur, such as cases when the price of an item is not displayed correctly on the website. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our sole discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We 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.

## GST

GST is implemented in Malaysia with effect from 1 April 2015 at the rate of 6%. It will replace the

existing sales tax and service tax. Prices of items and services provided by Webqom Technologies Sdn Bhd, being GST registered company, will include GST where applicable. Please refer to the GST Act 2014 published in the gazette on 19 June 2014 and the GST Regulations 2014 issued on 30 June 2014. GST is under the jurisdiction of the Royal Malaysian Customs Department.

## TRADEMARKS AND COPYRIGHTS

All intellectual property rights in the Website, whether registered or unregistered, including text, images, graphics, software, video, music shall remain our property. All rights are reserved.

## TERMINATION

In addition to any other legal remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or withdraw any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Website and we shall immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Website in whole or in part.

Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Website shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Website or with any terms, conditions, rules, policies, guidelines, or practices of WQM, in operating the Website, your sole and exclusive remedy is to discontinue using the Website.

## TERMS OF USE

“Buyer” means a person who accepts a quotation of Mooncakeonline for the supply of Goods;

“Contract” means the contract for the purchase and sale of the Goods;

“Goods” means goods which Mooncakeonline supply in accordance with a Contract;

## TERMS OF PAYMENT

The Buyer shall be entitled to make payment for the Goods according to the various payment methods set out in Mooncakeonline Website. The terms and conditions applicable to each type of payment:

### (a) Credit Card

Mooncakeonline accepts all Visa and MasterCard, both Credit and Debit, and is 3D Secure (Verified by Visa, and MasterCard Secure) enabled. All your credit card information is protected by means of industry- leading encryption standards. Please take note that additional charges may be incurred if you are using a non-Malaysian issues card due to Foreign Exchange.

(b) Debit Card

Mooncakeonline accepts all Malaysian Visa and MasterCard debit cards where subject to bank availability. All debit card numbers shall be protected by means of industry-leading encryption standards.

(c) Online Banking

Buyer shall transfer the payment to a Mooncakeonline account for the total amount of the Goods purchased (including any applicable taxes, fees and shipping costs). Transaction must be payable in Ringgit Malaysia. Mooncakeonline accepts online bank transfers from Online Banking: Maybank, CIMB, RHB, Hong Leong, Ambank, BSN, Affin Bank, Bank Islam, UOB.. Mooncakeonline, in its discretion, may refuse this payment option service to any user without notice for any reason at any time.

(d) Cash Bank-in

By choosing this payment method, Buyer may bank-in cash into a Mooncakeonline bank account. Once you have successfully bank-in the exact amount, Buyer must attach or email the bank-in slip to [tina.lee@mooncakeonline.com](mailto:tina.lee@mooncakeonline.com) with the stated Order No. The bank-in slip is a proof of payment; Buyer is advised to keep it well, as we may ask for it at any time for verification and order process. Goods shall be shipped only after the payment has been accepted and verified.

Mooncakeonline Bank Account:

Bank Swiftcode: PBBEMYKL

Bank: Public Bank

Bank Address: 1 & 3, Jalan Solaris 1, Solaris Mont Kiara, 50480 Kuala Lumpur, Wilayah Persekutuan, Malaysia.

Account Name: Webqom Technologies Sdn Bhd

Account No.: 3158 958 612

(e) Cheque

Mooncakeonline accepts cheque payment. The cheque must be crossed and made payable to “Webqom Technologies Sdn Bhd”. Buyer has to write down the Order No. of Goods purchased. Goods shall be shipped only after the cheque has been cleared.

(f) PayPal

PayPal allows Buyer to make payment quickly and securely online using a Credit Card or bank

account. Not valid for cash only items.

## DELIVERY

Delivery of the Goods shall be made to the address provided by the Buyer in the purchase order. Any dates quoted for delivery of the Goods are estimated only. The time for delivery shall not be the essence, and Mooncakeonline shall not be liable for any delay in delivery howsoever caused. If Mooncakeonline has failed to deliver the Goods compliant with the Contract or within a reasonable time, the Buyer shall be entitled by notice on Purple Cane, to demand delivery within a specific time, which shall at least 14 days. If Mooncakeonline fails to fulfil the demand within specific time, the Buyer shall be entitled to terminate the Contract with regard to the undelivered Goods and claim compensation for actual loss and expense sustained as a result of Mooncakeonline's non-performance.

## REFUND & RETURN POLICY

Order refund only applicable for the below circumstances:

- (a) Goods Discontinued
- (b) Mooncakeonline has failed to deliver the Goods compliant with the Contract or within a reasonable time
- (c) Goods malfunction or wrong Goods delivered

For Pre-Order Goods, refund is not applicable.

Refund option will be offered to the Buyer as below:

### Option 1: Goods exchange

Goods exchanged with other Goods listed in the Website, with equivalent value. If the value of the new Goods exceeds the amount of the original Goods, the difference thereof should be paid by the Buyer. If the value of the new Goods is less than the amount of the original Goods, the difference thereof will be converted to Cash Credit under Buyer's account in the Website.

### Option 2: Convert payment to cash credit under Buyer's account in the Website

Paid amount will be converted to cash credit in the Website, and can be fully redeemed for future orders. Buyer will receive a notification email whenever the cash credit account is updated.

For Return Policy, under normal circumstance, there will be NO EXCHANGE, RETURN OR REFUND of any Goods that are purchased, regardless if the products have been picked-up, opened or unopened in part or wholly. For Goods purchased that is verified and agreed by the Website where the defective or faulty Goods is a result caused by external factors (for example during delivery process), Buyer will be entitled to exchange for the same Goods. The defective Goods must be hand delivered to the Website's pick up and payment center.

All refund or exchange for any Goods purchased must be returned to us within 3 working days upon receiving the Goods ordered. Mooncakeonline shall not entertain any further dispute after 3 working days from the received date.