

TERMS & CONDITIONS OF CLUB IOI LOYALTY PROGRAMME

The following general terms and conditions govern your access and use of Club IOI (as defined below). Additional terms and conditions may apply to your use of certain functionality and features. These general terms apply in addition to and do not derogate from any applicable specific terms and conditions. The general terms and conditions and the specific terms and conditions (collectively “Terms of Use”) constitute a legal agreement between you and Club IOI Loyalty Programme Sdn Bhd (Registration No. 201901001768 (1311094-A)) (collectively, “Company”, “we”, “us”, or “our”).

These Terms of Use govern your use of Club IOI and your conduct, regardless of the means of access. You may be using our interactive services (“IOIShopz”) and any services which Club IOI may introduce from time to time. These Terms of Use shall also govern your use of the IOIShopz.

Please read these Terms of Use, our Privacy Policy and End User License Agreement (“EULA”) carefully before accessing or using Club IOI. If you have any questions in relation to the use of Club IOI, please refer to our Frequently Asked Questions (“FAQ”) or contact us page.

By using Club IOI, you agree to these Terms of Use, the provisions of our Privacy Policy, our EULA and the FAQ. The Company reserves the right to change or modify any of the terms and conditions contained in these Terms of Use, our Privacy Policy, our EULA and our FAQ from time to time at any time by giving you notice via Club IOI. Any changes or modifications to these Terms of Use, Privacy Policy, EULA or FAQ will be posted on Club IOI and will immediately take effect on the date of such posting. Your continued use of Club IOI following posting of any changes or modifications constitutes your acceptance of such changes or modifications. **IF YOU DO NOT AGREE WITH THE TERMS OR ITS CHANGES OR MODIFICATIONS, YOU MUST IMMEDIATELY CEASE USING CLUB IOI.**

DEFINITIONS

Unless the context otherwise requires, the following words and expressions shall have the following meanings:

- “Account” means account containing your personal information, record of accumulated points, points balance, rewards, Member discounts, promotions, privileges and/or benefits.
- “Club IOI Loyalty Programme” means the loyalty programme or scheme owned, operated and/or managed by the Company that rewards its Member with points, rewards and/or any other special discounts, promotions, privileges and/or benefits offered by Participating Entities based on the Members’ purchases of products and/or services.
- “Club IOI” means the mobile application(s), program or software made available for download by the Company (or its licensor) to Members and Participating Entities.
- “Intellectual Property” means (a) all inventions (whether patentable or unpatentable), all improvements thereto, and all patents, patent applications and patent disclosures, (b) all trademarks, service marks, logos, trade names and corporate names, together with all translations, adaptations, derivations,

and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all computer software (including data and related documentation), (f) all other proprietary rights; and (g) all copies and tangible embodiments thereof (in whatever form or medium).

- “IOIPG” means IOI Properties Group Berhad (Registration No. 196901000607 (1035807-A)) and its subsidiaries, including the Company.
- “Member” or “you” or “your” means individual whose particulars or details are identified in the section referred to as “My QR” in Club IOI.
- “Member Identification” means identification of membership (including Member’s QR and PIN) under the Club IOI Loyalty Programme through Club IOI.
- “Participating Entities” means the Participating IOIPG Entities or the Participating Merchants, as the case may be.
- “Participating Entities Premises” mean the Participating IOIPG Entities establishments or the Participating Merchant outlets, as the case may be.
- “Participating IOIPG Entities” mean the respective business entities within IOIPG participating in the Club IOI Loyalty Programme.
- “Participating Merchants” mean the respective merchants, suppliers or retailers (who are not part of IOIPG) participating in the Club IOI Loyalty Programme.
- “Personal Data” means any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and credit card details, email address, your image, government-issued identification numbers, biometric data, race and date of birth.
- “Point” or “Points” means the points awarded to Member for purchases of goods and/or services at Participating Entities Premises under the Club IOI Loyalty Programme.

GENERAL TERMS AND CONDITIONS

1. Account and Eligibility

- 1.1 To be able to access Club IOI, you will be required to sign up and/or register as a Member through Club IOI. You will be required to provide the Company with your personal information, in particular, your name, email address, contact number and/or other details as indicated. The

membership is given free of charge and is open to all Malaysians and Non-Malaysians, aged eighteen (18) years and above.

- 1.2 The information or Personal Data that you provide to the Company shall be processed in accordance with our Privacy Policy. By submitting your Personal Data, you agree to the processing of your Personal Data and you confirm that all information and particulars contained in the application are true and correct. The Company reserves the right to request you to provide supporting documents to verify your identity.
- 1.3 Upon signing up, you will need a password for your Account. You are responsible for ensuring your Account details including your password remain confidential, current and accurate. You are responsible for all activities that occur under your Account and/or password as if such activities were carried out by you. You shall notify the Company immediately if you become aware of or have reason for suspecting that the confidentiality of your Account details including your password has been compromised or if there has been any unauthorised use of your Account or if your Personal Data requires updating.
- 1.4 Your Account is non-transferable, non-assignable and is for the exclusive use of the Member whose name is shown or registered in Club IOI.
- 1.5 Your Account may be eligible for points, rewards and/or any other special discounts, promotions, privileges and/or benefits offered by Participating Entities based on your purchases of goods and/or services made at Participating Entities Premises upon and subject to these Terms of Use.
- 1.6 The Company has the absolute rights at any time and from time to time without prior notice to decide, determine, classify, designate and/or amend any categories of membership, threshold of membership tiers and/or any promotion or benefit offered in respect of the membership.
- 1.7 Further, the Company reserves the right to suspend or terminate your Account and/or decide on all matters concerning your Account, including the right to decline issuance or renewal of membership or to terminate your Account should you violate the Terms of Use or if it is in the Company's best interests to do so, at any time and as and when necessary, without prior notice, including the decisions on points, rewards and/or any other special discounts, promotions, privileges and/or benefits offered by Participating Entities.

2. License to Use and Intellectual Property Rights

- 2.1 You shall use Club IOI only in the manner permitted by these Terms of Use and in accordance with the EULA.
- 2.2 The Company grants you a personal, limited, non-assignable and non-exclusive license to use Club IOI. This license is for the sole purpose of enabling you to use and enjoy the benefit of Club IOI Loyalty Programme and/or features in the manner permitted by these Terms of Use. You hereby agree that you shall not copy, modify, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any content, software, products or services contained within or on Club IOI, nor may you reverse engineer or attempt to extract the source code of that software. You shall not use Club IOI or any of its content, to further any commercial purpose, including without limitation, any commercial activity on your own website or otherwise.
- 2.3 The Company and IOIPG, where applicable, shall own all right, title and interest, including all related Intellectual Property rights, in and to Club IOI and by extension, the service and any

suggestions, ideas, enhancements or other information provided by you or any other party relating to Club IOI.

- 2.4 These Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to Club IOI or any Intellectual Property rights owned by the Company, IOIPG and/or its licensors.
- 2.5 Permission is only granted to electronically copy and to print the terms or content of Club IOI Loyalty Programme purely for personal use or using the IOIShopz. Any other use of materials on Club IOI including reproduction for purposes other than those permitted, modification, distribution, republishing, transmission, display or performance without our prior written permission is strictly prohibited.

3. Your Use of Club IOI

- 3.1 All contents, materials and information (“Materials”) shown on Club IOI is intended to be used for personal, educational or informational purposes only.
- 3.2 The Company provides Club IOI and all other applications, services, features and Materials as a medium to the Members including but not limited to facilitating Members’ shopping need and other special privileges offered by the Participating Entities. To the fullest extent permitted by law, the Company is not and shall not be liable for any statements, representations or Materials provided on Club IOI. In particular, the Company cannot guarantee the accuracy and gives no warranty (either implied or express) in respect of the pricing, discounts, promotions, privileges, availability and quality of goods and/or services purchased from or rendered by the Participating Entities or their suitability for any purpose.
- 3.3 You agree not to circumvent, disable or otherwise interfere with security-related features of Club IOI or features that prevent or restrict use of any content or enforce limitations on use of Club IOI. You may not interfere with or disrupt Club IOI or servers or networks connected to Club IOI, or disobey any requirements, procedures, policies or regulations of networks connected to Club IOI, including by using any device, software or routine to bypass robot exclusion headers.
- 3.4 Club IOI is merely the administrator of the Club IOI Loyalty Programme. Any dispute concerning the goods and/or services procured from and/or rendered by the Participating Entities shall be resolved between the Member and the Participating Entities involved. The Company shall not be responsible for any misuse or loss or damage suffered by you in any way on any of the points, rewards, special discounts, promotions, privileges and/or benefits offered by the Participating Entities to you. For the avoidance of doubt, any points, rewards, special discounts, promotions, privileges and/or benefits conferred upon the Member shall be subject to such restrictions, exclusions and terms and conditions as may be prescribed by the Participating Entities and/or the Company from time to time at its absolute discretion.
- 3.5 You further agree and undertake that you shall not:
- (a) access or use Club IOI or the IOIShopz for any illegal purpose or in violation of any applicable laws. You agree that you shall access and use Club IOI or the IOIShopz in good faith; or
 - (b) attempt to gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to Club IOI or the IOIShopz; or

(c) interfere with another Member's utilisation and enjoyment of Club IOI or the IOIShopz.

4. Your Use of the IOIShopz

4.1 The Company grants you a non-transferable and revocable license to use the IOIShopz, subject to the Terms of Use for the purpose of purchasing the goods and/or services available on the IOIShopz. Any breach of these Terms of Use shall result in the immediate revocation of the license granted herein without notice to you.

4.2 The availability of any services is directed solely to those who access from the cities that are listed on the IOIShopz. The Company makes no representation that the services are available or otherwise suitable for use by persons outside the listed cities. If you choose to access the IOIShopz (including the use of the services and/or to make any purchase) from locations outside of the listed cities, you hereby agree that you do so on your own initiative and are responsible for the consequences.

4.3 The goods and/or services descriptions and/or representations expressed on the IOIShopz are those of the Participating Entities and are not made by us.

4.4 The Company reserves the right, but shall not be obliged to:

(a) monitor, screen or otherwise control any activity, content or material on the IOIShopz and may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and may take any action we deem appropriate;

(b) report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities; and/or

(c) request any information from you in connection with your use of the IOIShopz at any time and to exercise the right under this provision if you refuse to divulge such information or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information.

4.5 IOIShopz provides a place and opportunity for the sale of goods and/or services between you and the Participating Merchants (collectively "parties"). The identity of the Participating Merchants for a particular goods and/or services listed for sale on the IOIShopz may be stated on the listing page of such services.

4.6 Where you have placed an order for the purchase of the goods and/or services and the Participating Merchants have accepted the same, this shall constitute a contract entered into directly between you and the Participating Merchants ("Contract"), and you hereby consent to the processing of your Personal Data to the Participating Merchants. The Company is not a party to the Contract or any other Contract between you and the Participating Merchants and accept no obligations in connection with any such Contract. The parties to such sale shall be entirely responsible for the Contract between the parties, the listing of goods and/or services, warranty and fitness of the purchase and the like.

4.7 Any information made available on the IOIShopz in connection with the supply of the goods and/or services, including photographs, drawings, videos, data, about the extent of the delivery, appearance, performance or any information disclosed by the Participating Merchants are not binding and for information purposes only. In entering into the Contract, you acknowledge that

you do not rely on and waive any claim based on any such representations or information so provided.

4.8 While the Participating Merchants endeavour to provide an accurate description of the goods and/or services, neither the Company nor the Participating Merchants warrants that such description is accurate, current or free from error.

4.9 Any typographical clerical or other error or omission in any invoice or other document or information issued on the IOIShopz shall be subject to correction without any liability on our part.

5. Orders and Specifications of the Goods and/or Services

5.1 You may purchase the goods and/or services by placing and completing the order form on the IOIShopz and shall be responsible for ensuring the accuracy of the order. All orders shall be subject to the Participating Merchants' acceptance in their sole discretion and each order accepted by the Participating Merchants shall constitute a separate Contract and shall be deemed to be irrevocable and unconditional upon transmission through Club IOI.

5.2 Order acceptance and completion of the Contract between you and the Participant Merchants will only be completed upon issuance of a confirmation of dispatch of the goods and/or services to you. For the avoidance of doubt, the Company and/or the Participating Merchants shall be entitled to refuse or cancel any order without giving any reasons to you prior to issuance of the confirmation of dispatch.

6. Price

The prices of the goods and/or services shown may not be the total and/or final price of the goods and/or services at the time which you add the order to cart. You shall pay the total and/or final price of the goods and/or services, including but not limited to the applicable sales and services tax and/or delivery charges on the check-out page.

7. Terms of Payment for the Goods and/or Services

7.1 You shall be entitled to make payment for the goods and/or services using the various payment methods made available on Club IOI and/or IOIShopz. All payments shall be made to the Company and/or the designated named account and you acknowledge that the Company is entitled to collect payments from you on behalf of the Participating Merchants.

7.2 When you make payment, you are liable to the Company for the full amount of the payment plus any fees if the payment is later invalidated for any reason including but not limited to claims or if there is a reversal of the payment. You agree to allow the Company to determine (in the case where a credit card, to work with your credit card issuer) the appropriate party to incur the burden of such claims or reversals and where applicable to recover any amounts due to the Company from your Account.

7.3 You are responsible for all losses, reversals, fees, claims or penalties, incurred by you or the Company or a third party caused by or arising out of your breach of this provision, damage to or loss of your mobile device and/or the authorised use of your Account by a third party.

7.4 You may not claim against the Company and/or the Participating Merchants, for any failure, disruption or error in connection with your chosen payment method. The Company reserves the right

at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

7.5 If you fail to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, without prejudice to any other right or remedy available to the Company and/or the Participating Merchants, the Company and/or the Participating Merchants shall be entitled to cancel the Contract or suspend delivery of the goods and/or services until payment is made.

7.6 All payments for the purchased goods and/or services must be made using the payment methods made available on the IOIShopz only, unless stated otherwise.

7.7 The terms and conditions applicable to each type of payment, as prescribed by the Company, shall be applicable to the Contract. The payment methods may also be subject to the following terms:

(a) Credit Card

Credit card payment option is available for all. We accept all Visa and MasterCard credit cards and is 3D Secure enabled (verified by Visa and secured by MasterCard). All credit card information of you is protected by industry leading encryption standards. Please take note that additional charges may be incurred if you are using a non-Malaysian issued card due to foreign exchange rates.

(b) Debit Cards

All Visa, Master, MyDebit debit cards issued by local banks/financial institutions are accepted. Please refer to your issuing bank/financial institutions for further information on additional terms if any. All debit card numbers shall be protected by industry leading encryption standards.

(c) Internet Banking

You need to sign up and register internet banking with banks/financial institutions that provide internet banking service for your bank accounts. Your banks/financial institutions may charge additional fees for this mode of payment.

By choosing this payment method, you shall transfer the amount of the total purchase price for the goods and/or services purchased by you to our designated account (including any applicable taxes and fees). The transaction must be payable in Ringgit Malaysia.

(d) Digital Wallet

Digital wallet is commonly known as e-wallet, referring to an online system which stores money and provide a payment method for electronic transaction. In order to use digital wallet, you will need to register with the e-wallet corporations and deposit sufficient amount of money into the e-wallet wallet before proceeding with the purchase.

You may choose any digital wallet services that are available to make payment for your purchases. Once you have identified the preferred digital wallet during your purchases, you have deemed to agree to the terms and conditions of your preferred digital wallet provider. The digital wallet provider may charge additional fees for the transaction. Please refer to their terms and conditions before making a purchase and take note that we are not responsible for any restrictions or unsuccessful transactions imposed by the digital wallet providers during the purchases. You may refer to their customer service department for further clarification.

8. Delivery, Collection and/or Other Performance of the Goods and/or Services

- 8.1 Delivery, collection and/or other performance of the goods and/or services shall be made to the address specified in its order.
- 8.2 Any times quoted for the delivery, collection and/or other performance of the goods and/or services are approximate only and delays may occur. The Company shall not be liable for any delay in delivery, collection and/or other performance of the goods and/or services howsoever caused.

9. Feedbacks

- 9.1 You grant the Company (and its licensor) a non-exclusive license to use the information that you submit to Club IOI and/or provide, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Feedbacks"). The Company shall remove or edit any content that is obscene, indecent, violent, offensive, defamatory, illegal, threatening to public health and safety, infringing Intellectual Property rights, invading privacy or anything that violates the regulations of the Malaysian Communications and Multimedia Content Code. The content must not contain viruses, consist of mass mailings or "spam". When you post comments or reviews, you also grant the Company and IOIPG the right to use, copy, display, adapt, transmit, distribute, publish and promote the said Feedbacks in any medium for marketing and promotion purposes or otherwise for any other purpose.
- 9.2 You further represent and warrant that the Feedbacks that you sent is owned by you or you control all the rights to the content that you sent or post, that the content is accurate and will not cause injury to any person or entity. You shall not use a false email address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of the Feedbacks.

10. Participating Entities' Contents and Sites

Club IOI may provide content of the Participating Entities ("Third Party Content") as a service to those interested in this information. The Company does not guarantee, endorse or adopt the accuracy or completeness of any Third Party Content and shall not be responsible for updating or reviewing the Third Party Content. You use and rely on the Third Party Content at your own risk. You acknowledge and agree that the Company is not responsible or liable for any content, advertising, products or other materials on or available from any Third Party Content or the availability of any content on the linked sites.

11. Reservation of Rights

- 11.1 The Company reserves the right to decide, amend or reserve the points, rewards and/or any other special discounts, promotions, privileges and/or benefits conferred by Participating Entities and you shall be bound by any addition, deletion, variation or amendment made thereof. In the event of any dispute, the Company's decision is final and irrevocable.
- 11.2 The Company reserves the right to modify, discontinue, disable, withdraw, suspend, terminate or cease Club IOI, Club IOI Loyalty Programme or any part of Club IOI at any time, either on a permanent or temporary basis, as the Company deems necessary, without assigning any reasons thereto. In such a case, the Company will give prior notice in the manner which the Company deems appropriate. Upon notification of such withdrawal, suspension, termination or cessation, your Account shall be automatically nullified and invalidated and the Company shall have no obligation to extend any benefits to the Members.

- 11.3 The Company further reserve the right, at any time, without notice and in our discretion, to terminate, suspend or restrict your use of Club IOI and to block or prevent your future access to and use of Club IOI should you violate any of these Terms of Use.
- 11.4 All provisions of these Terms of Use that expressly survive termination or by their nature are intended to survive termination including disclaimer, limitation of liability and Intellectual Property rights shall survive such termination.
- 11.5 The Company may access and disclose your Personal Data, including if required to do so by law or in a good faith belief that such access or disclosure is reasonably necessary to:
- (a) comply with legal process;
 - (b) enforce these Terms of Use;
 - (c) respond to your requests for customer service or otherwise communicate with you; or
 - (d) verify and process your Personal Data.

12. Disclaimer and Limitation of Liability

- 12.1 The Company provides Club IOI, the Materials and the IOIShopz on an “as is” and “as available” basis and makes no representations, conditions or warranties of any kind, express or implied, with respect to the operation of Club IOI or the IOIShopz, the Materials or goods and/or services, included on the Club IOI or as part of the IOIShopz. You should at all times obtain an independent verification of the information or any data posted on Club IOI or the IOIShopz.
- 12.2 Without prejudice to the generality of Clause 12.1, the Company does not make any representation or warranty:
- (a) regarding the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in Club IOI or the IOIShopz;
 - (b) regarding the security of any information transmitted by you or to you through Club IOI or the IOIShopz;
 - (c) Club IOI and/or the IOIShopz will be provided uninterrupted, secure or free from errors or omissions; or
 - (d) Club IOI and/or the IOIShopz are or will be free from any computer virus, worms or other potentially malicious, destructive or corrupting computer program or file; or
 - (e) that the servers and/or payments gateway 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; or
 - (f) for non-performance, error, interruption or delay in the delivery, pick-up and/or other performance of goods and/or services by the Participant Merchants (or any part thereof) directly or indirectly to an event or failure which is beyond our or the Participating Merchants’ reasonable control.
- 12.3 The Company shall not be liable for any damages of any kind arising out of or in connection with the use of Club IOI or the IOIShopz and/or your Points. In no event shall the Company be liable for damages of any kind, including but not limited to direct, indirect, incidental,

punitive or consequential damages, loss of data, loss of or damage to property and claims of third parties.

13. Indemnification

13.1 You agree to defend, indemnify and hold harmless the Company, IOIPG, its officers, directors and employees from all claims, demands, losses, liabilities, costs, expenses, obligations and damages of every kind, including reasonable legal fees, arising out of:

- (a) your use of and access to Club IOI and the IOIShopz;
- (b) your violation of any of these Terms of Use and/or EULA;
- (c) your violation of any law or the rights of a third party (including, without limitation, any copyright, property or privacy right).

13.2 The Company is not liable for any claims including third parties' for direct, indirect, consequential, punitive or incidental (including but not limited to loss of revenue, loss of profits, loss of goodwill, loss of reputation, loss of privacy, loss of data or the cost of procurement of substitute products arising out of or from use, inability to use, performance or failure of Club IOI and/or the IOIShopz), that arise out of or relating to any goods and/or services, regardless such damages are foreseeable or arise in contract, tort, equity, statute or common law.

13.3 Further, the Company shall not be liable for any damages or claims whatsoever, relating to:

- (a) any allergies, health, medical condition suffered by you arising from the consumption, unsuitable use and/or improper use of the goods and/or services; or
- (b) any death or personal injury due to negligent or improper handling of the goods and/or services; or
- (c) failure to follow proper instructions of the goods and/or services; or
- (d) the security of your Member Identification and/or Points.

13.4 You must exhaust all legal avenues against the Participating Merchants should any dispute, controversy or claim arises out of or relates to the Contract, the Points or the breach, termination or invalidity thereof. Should there be any such actions brought against the Company for any dispute, controversy or claim arising out of or relating to the Contract, the Points or the breach, termination or invalidity thereof shall be referred to the courts of Malaysia in accordance with the laws of Malaysia.

13.5 This indemnification obligation shall survive the termination of these Terms of Use and your use of Club IOI and the IOIShopz.

14. Personal Data Protection

By submitting your Personal Data in connection with your Account, you agree that the Company may contact you including the newsletters, updates or for other administrative purposes and for any other purpose permitted or required by law. Our Privacy Policy provides further detail on the manner in which we may collect and use your Personal Data, including any information you supply in connection with your use of Club IOI and/or the IOIShopz.

15. Suspension and/or Termination

- 15.1 If you use Club IOI and/or the IOIShopz in contravention of these Terms of Use and/or the EULA, the Company may suspend your use in whole or in part.
- 15.2 In addition to any other legal or equitable remedies, the Company may, without prior notice to you, immediately terminate or revoke any or all of your rights granted under these Terms of Use and/or EULA. Upon termination, you shall immediately cease all access to and use of Club IOI and/or the IOIShopz and the Company shall immediately revoke all password(s) and account identification issued to you and deny your access to and use of Club IOI, Club IOI Loyalty Programme and the IOIShopz. Any termination of this shall not affect our respective rights and obligations arising before the date of termination. Further to that, you agree that the Company shall not be liable to you or to any other person as a result of any such suspension or termination.

16. Force Majeure

Transmissions over the Internet and electronic mail may be subject to interruption, blackout or delays due to internet traffic, or incorrect data transmission due to the public nature of the Internet. The Company shall not be liable for any non-compliance or delay in compliance with any of the obligations the Company assumes when caused by events that are beyond the Company's reasonable control ("Force Majeure Events"). Force Majeure Events shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, strike, lockout or other forms of protest; civil unrest, revolt, invasion, war (declared or not); fire, explosion, storm, flood, earthquake, collapse, epidemic, pandemic or any other natural disaster; inability to use public or private telecommunications systems; acts, decrees, legislation, regulations or restrictions of any government or public authority.

17. Governing Law

- 17.1 These Terms of Use, and any dispute or claim shall be governed by, construed and enforced in accordance with the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the Malaysian courts.
- 17.2 Notwithstanding the foregoing, the Company reserves the right to pursue the protection of Intellectual Property rights and confidential information through injunctive or other equitable relief through the Malaysian courts.

18. Severability

If at any time any clause or provision of these Terms of Use shall be or shall become illegal, invalid or unenforceable in any respect, it shall be severed or modified to the extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or provision shall be deemed deleted. The legality, validity and enforceability of the remaining provisions of these Terms of Use shall not be affected or impaired by any such modification or severance, and shall continue in force as if such illegal, invalid or unenforceable clause or provision was severed from these Terms of Use.

1. SPECIFIC TERMS AND CONDITIONS

- (a) By using Club IOI, you will automatically be a Member of the Club IOI Loyalty Programme.
- (b) Upon a successful registration, you shall automatically be accorded with a "Classic" Member status and may commence accumulating Points from Participating Entities under the Club

IOI Loyalty Programme. The Club IOI Loyalty Programme membership is non-transferable and shall be for personal use of the Member only.

- (c) Member MUST provide Member Identification at the Participating Entities Premises to enjoy the Points, rewards and/or any other special discounts, promotions, privileges and/or benefits conferred by Participating Entities.
- (d) Unless otherwise stated by Participating Entities or the Company, Members will be awarded 1 point for every RM1.00 (excluding any Sales Tax, Service Tax and Service Charge) spent or paid of the total amount stated in the invoice/payment receipt issued by Participating Entities (any value after decimal to be rounded down to the nearest RM1.00) for purchase of goods and/or services made by the Member at a Participating Entities Premises.
- (e) Unless otherwise stated by Participating Entities or the Company, Members can use and/or redeem the Points earned based on redemption value of 1 point equivalent to RM0.01 basis, set off against and/or deduct the total amount stated in the invoice/payment receipt for purchases made by the Member at any of the Participating Entities Premises and the balance amount stated in such invoice/payment receipt shall be paid by the Member to the Participating Entities.
- (f) Points have no cash or monetary value and are not redeemable for cash in any form. Points cannot be purchased, resold, assigned or transferred, for value or otherwise, under any circumstances.
- (g) Unless otherwise stated by the Participating Entities or the Company, the Points collected and/or earned by Members is valid for twenty four (24) months from the Points collection date. There shall be no extension of time for the validity period of any unused Points. The Company shall have the right to deal with the expired Points in such manner as it deems fit in its absolute discretion. You agree that you will have no claim whatsoever against the Company for any expired Points.
E.g. Points collected for purchases made on 30 April 2022 shall expire on 29 April 2024.
- (h) Member may use and/or redeem the Points earned at all Participating Entities Premises or at any other outlets or method specified on Club IOI from time to time. Member may refer to the current list of Participating Entities which is available on Club IOI or any other sources as determined by the Company.
- (i) Points that Members have successfully redeemed cannot be exchanged and/or cancelled for another reward and/or refundable under any circumstances. No request for exchange will be entertained by the Company and/or the Participating Entities.
- (j) Points shall not be rewarded retrospectively for backdated payment receipts. Points are only awarded for payment receipts/purchases made at Participating Entities on the day of purchase.
- (k) The Company reserves the right to deduct, cancel or suspend a transaction and/or reallocate, recalculate, reverse or adjust Member's Points or take any necessary action, with or without any notice in the event that the Company has a reasonable ground to suspect that the Points are rewarded, earned or redeemed fraudulently or in error or related to a transaction which has been cancelled or refund has been effected by Participating Entities to the Members for such cancelled purchase of goods and/or services.

- (l) In the event of any refund or cancellation of purchase of goods and/or services, the Participating Entities may withhold and/or cease the Points awarded for such refund or cancellation at it deems fit subject to the Participating Entities' policy.
- (m) The Participating Entities may cancel, suspend, terminate, disallow, reduce or otherwise change or amend any Points, rewards, special discounts, promotions, privileges and/or benefits conferred upon the Members at their absolute discretion.
- (n) To the extent as permitted by applicable laws, the Company reserves the right at any time to:
 - (i) vary, modify or amend the terms and conditions of the Club IOI Loyalty Programme (including adding or deleting any terms);
 - (ii) terminate or modify the Club IOI Loyalty Programme;
 - (iii) revoke, adjust and/or recalculate any Points awarded;
 - (iv) change the number of Points that can be earned;
 - (v) modify the methods used to calculate the number of Points to be awarded;
 - (vi) withhold or cease the awarding of Points to you; and
 - (vii) change the duration taken for Points to expire.
- (o) The Company shall not be liable for any delay in recording or posting of the Points earned by Members.
- (p) You may check your Points balance and transactions made in Club IOI. Your Points balance and vouchers as set out in Club IOI shall serve as a conclusive evidence of the same.
- (q) **Membership Upgrade**
Club IOI Loyalty Programme offers membership upgrade to Members who purchases property(ies) from IOIPG, subject to application, whereby the Members may enjoy a certain percentage of rebate for the subsequent property purchase. The benefits and privileges of each membership tier and the terms and conditions shall be as set out from time to time in the Club IOI under the Membership Upgrade page.

2. Club IOI e-Gift Card

- (a) You may purchase Club IOI e-Gift Card containing Points as a gift for a third party at any IOI malls (including but not limited to IOI Mall Puchong, IOI City Mall and IOI Mall Kulai) Information Counter and/or bulk purchase from the Company via email to clubioi@ioigroup.com.
- (b) The Club IOI e-Gift Card value in the form of Points will be credited into Members' Account immediately upon submission of redemption made.
- (c) Club IOI e-Gift Card is valid for one (1) year and the credited Points is valid for two (2) years to be redeemed and/or utilised, unless stated otherwise. The validity is not extendable.
- (d) Club IOI e-Gift Card is non-refundable, non-transferable and non-exchangeable.
- (e) Members shall be fully responsible in ensuring the details provided upon redemption of the Club IOI e-Gift Card.
- (f) The Company reserves the rights to alter, amend, delete, add or vary the terms and conditions or withdraw this feature at any time without prior notice.

END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. This End User License Agreement (“EULA”) governs your use of Club IOI, its associated upgrades, patches and updates, and related services currently provided or which will be provided by Club IOI Loyalty Programme Sdn Bhd (Registration No. 201901001768 (1311094-A)) or its licensor, including without limitation IOI Properties Group Berhad (collectively “Company”).

This EULA sets out the basis on which the Company makes Club IOI available to you (“User” or “you”) and on which you may use Club IOI. The Company’s Terms of Use and Privacy Policy form an integral part of this EULA. By installing or using Club IOI, you hereby agree to accept and to be bound by this EULA, the Terms of Use and the Privacy Policy at all times. If you do not agree with any of these, please do not install or use Club IOI.

This EULA shall coexist with and shall not supersede, the Terms of Use. To the extent that the provisions of this EULA conflict with the provisions of the Terms of Use, the conflicting provisions in the Terms of Use shall govern.

1. Grant of License

- 1.1 The Company grants you a limited, revocable, non-exclusive, personal, non-sublicensable, non-transferable and non-assignable license to install and/or use Club IOI (in whole or in part), for such time until either you or the Company terminates this EULA. You must in no event use, nor allow others to use Club IOI without obtaining a licence to do so from the Company. Updates, upgrades, patches and modifications may be necessary in order to be able to continue to use Club IOI on certain hardware. **CLUB IOI IS LICENSED TO YOU, NOT SOLD.** As applicable, certain parts of Club IOI service may be using third party features, some of which are managed by third-party providers for which additional terms may apply.
- 1.2 You shall not, directly or indirectly (i) sell, rent out, lease, license, distribute, market, exploit Club IOI or any of its parts commercially; (ii) reverse engineer, decompile, disassemble, adapt, reproduce, or create derivate works of this Club IOI, in whole or in part; (iii) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within Club IOI; and (iv) export or re-export Club IOI or any copy of adaptation in violation of any applicable laws or regulations.
- 1.3 While using Club IOI, you agree to comply with all applicable laws, policies, rules and regulations. You also agree to comply with certain rules of conduct that govern your use of Club IOI which are not meant to be exhaustive and can be modified at any time by the Company. In all cases, you may only use Club IOI according to the anticipated and/or permitted use of Club IOI.
- 1.4 For example purposes, and without limiting the Company’s rights to take action against you, you may not:
 - (a) create, use, share and/or publish by any means in relation to Club IOI any material (text, words, images, sounds, videos, etc.) which would breach a duty of confidentiality, infringe any intellectual property right or an individual’s right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);

- (b) modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of Club IOI, or its accessibility to other users, or the functioning of the networks of Club IOI, or attempt to do any of the above;
- (c) decompile or disassemble Club IOI, whether in the whole or in part and not attempt to do such things;
- (d) reverse engineer or access Club IOI in order to (i) build a competitive product or service; or (ii) build or develop a product using similar ideas, features, functions or graphics of Club IOI; or (iii) copy any ideas, features, functions or graphics of Club IOI;
- (e) transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to Club IOI, and/or organise, participate in or be involved in any way in an attack on the Company's servers and/or Club IOI and/or those of its service providers and partners;
- (f) create, supply or use alternative methods of using Club IOI, for example server emulators;
- (g) transmitting or communicating any material or content which, in the sole and exclusive discretion of the Company, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;
- (h) make inappropriate use of the "Contact Us" service or send malicious or derogatory reports to the Company.

2. Intellectual Property Rights and Ownership

All title, ownership rights and intellectual property rights in and to Club IOI (including, without limitation, text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, videos, audio-visual effects, domain names and any other elements which are part of Club IOI, individually or in combination) and any and all copies thereof are owned by the Company. Club IOI may contain certain licensed materials and, in that event, the Company may protect its rights in the event of any violation of this EULA. Any reproduction or representation of these licensed materials in any way and for any reason is prohibited without the Company's prior permission. Except as expressly set forth in this EULA, all rights not granted hereunder to you are expressly reserved. This license confers no title or ownership in Club IOI and should not be construed as a sale of any rights in Club IOI.

3. Access to Club IOI

3.1 Access and Services

- (a) To use Club IOI, you must have access to an electronic communication network. The connection costs (including but not limited to mobile providers' and/or carriers' costs), shall be exclusively borne by you. You acknowledge that the quality of Club IOI, the response time or access to certain features may depend on the capacities of your mobile terminal and communication network. The Company may in no case be responsible for reduced User comfort.

- (b) Certain features of Club IOI, in particular IOIShopz, may require the use of location data sent by your mobile device, on which Club IOI is installed and activated in order to provide location-based services such as the location function (“Location-based Services”). To access these Location-based Services, you must enable the appropriate location services settings on your mobile device, which may use a combination of GPS, Wi-Fi and/or Bluetooth to determine your present location. If you choose to disable the location services of your mobile device, you may not be able to use the Location-based Services. The Company shall not be responsible for any failure in the performance of any of the Location-based Services due to circumstances beyond its control, including but not limited to, network outages, interruptions of wireless communication services and attempts to use Club IOI while in an area that has sporadic, limited or no network coverage. Please note that location data may not always be accurate, and the Company disclaim any and all warranties related to Location-based Services.

- 3.2 **Mobile Device Settings and Uninstall Procedures.** As part of the installation process of Club IOI, you may be changing your mobile device settings. By using and accessing Club IOI, you agree that you have approved of such changes which may include, without limitation, allowing software updates of Club IOI once a new version is released and show notifications from Club IOI; and allowing the Company access to location-based information. To uninstall Club IOI, you may use the standard uninstall procedures offered by your mobile device’s operating system.
- 3.3 **Collection of Personal Data.** In order to provide you with a better user experience, the Company may collect and store your Personal Data in relation to your use of Club IOI, your connection information and/or your visit. Certain data is recorded, archived, analysed and used to create user statistics. Your privacy is very important to the Company and the Company will not reveal your Personal Data to third parties except when expressly authorised by you to do so or in accordance with the Company’s Privacy Policy. The Company may be under a duty to disclose or process your Personal Data in order to comply with a legal obligation, or in order to protect the Company’s rights and those of other third parties. This may include exchanging information with other organisations for the purposes of fraud protection and credit risk reduction. For further information concerning the Company’s use of your Personal Data, please refer to the Privacy Policy.
- 3.4 **Analytics Tools.** The Company may collect information concerning your use of Club IOI which may contain the following, without limitation, mobile device unique identity or other device identifiers and settings, carrier, operating system, localisation information, date and time spent on Club IOI, click statistics, purchase history and other similar information. The analytics tools may use server log files, web beacons, cookies, tracking pixels and other technologies to collect said information. Standing alone, this information is not personal data, however, if the Company combines any of this information with Personal Data, the Company will treat this information as Personal Data pursuant to the Company’s Privacy Policy.

4. Representations and Warranties

By using and/or accessing Club IOI, you hereby acknowledge, agree, represent and covenant that:

- 4.1 you will only use Club IOI for lawful purposes;
- 4.2 you will only use Club IOI for the purpose for which it is intended to be used;
- 4.3 your use and access of Club IOI are solely at your own risk;

- 4.4 you will not use Club IOI, in particular IOIShopz, to cause nuisance, annoyance or inconvenience to other users;
- 4.5 you will not impair the proper operation of the network used to provide Club IOI by any means whatsoever;
- 4.6 you will not copy or distribute any part of Club IOI or other related content without the written permission of the Company;
- 4.7 you will only use Club IOI for your own personal use and will not resell or lease any part of its features and/or functions to a third party;
- 4.8 you will keep secure and confidential your account password or any identification which allows access to Club IOI;
- 4.9 you agree that Club IOI is provided on an “as is” and “as available” basis only and the Company does not guarantee that any or all parts of Club IOI will be able to satisfy and meet your requirements;
- 4.10 all information you provide to the Company is true, complete and accurate. You acknowledge that if your information is incorrect, inaccurate or incomplete in any respect, the Company has the right but not the obligation to terminate this EULA and your use of Club IOI at any time with or without notice;
- 4.11 you will follow all instructions and documentation, if any, provided by the Company to you in relation to the proper use of Club IOI;
- 4.12 you consent to the collection, use, processing and/or transfer of your Personal Data as outlined in the Privacy Policy; and
- 4.13 if you are using Club IOI on an iOS product, you agree to and acknowledge the “Notice Regarding Apple” below.

5. Disclaimer and Limitation of Liability

You expressly acknowledge that the use of Club IOI is at your own risk. To the fullest extent permissible under applicable law, Club IOI is supplied on an “as is” and “as available” basis. The Company does not make and hereby disclaims any guarantees, conditions, warranties of any kind, express, implied or statutory or other terms including as to (a) its conformity, accuracy, currentness, completeness, reliability or security; (b) its suitability for a particular use; (c) implied warranties of title, non-infringement; or (d) your satisfaction of any information or features available through Club IOI, or the quality or consistency of Club IOI. The Company does not warrant that Club IOI will be uninterrupted or error-free; that defects will be corrected; that any information displayed or distributed through Club IOI or in the materials will be accurate or complete; or that Club IOI is free of errors, viruses, bugs, malware or other harmful or defect components. You assume all responsibility for selecting Club IOI to achieve your intended results, and for the installation of, use of, and results obtained from Club IOI. To the fullest extent permissible under applicable law, in no event will the Company be liable for loss or damage suffered in connection with the use of Club IOI or any related third party service. This includes without limitation, all losses of any kind, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise; direct loss; accidental loss; incidental loss; consequential loss; and indirect loss arising out of or in connection with your access or use of, or inability to access or use of, Club IOI and any information available therefrom, even if the Company has been advised of

the possibility of such liability. Further, the Company shall not be liable for failing to perform any of its obligations which may result from any condition beyond its reasonable control, including but not limited to, domain name server issues, labour strikes or shortages, riots, insurrection, fire, flood or other acts of God, communication or power failures, lost or unavailable network connections, incomplete or delayed computer transmissions, or internet disturbances. You acknowledge and agree that the entire risk arising out of your use of Club IOI remains solely and absolutely with you and you shall have no recourse whatsoever against the Company.

6. Indemnification

You are solely responsible for any damage caused to the Company, other users of Club IOI or any other individual or legal entity as a result of your violation of this EULA. You hereby agree to defend, indemnify and keep indemnified the Company and its officers, directors, employees, agents, business partners and licensors against any and all claims, actions, suits, losses, proceedings, and all related liabilities, damages, settlements, penalties, costs or expenses (including, but not limited to reasonable attorneys' fees and other dispute resolution expenses) incurred by the Company directly or indirectly attributable to your fault and/or resulting from (a) a violation of any provision of this EULA; or (b) your use or misuse of Club IOI.

7. Term and Termination

7.1 This EULA is effective from the earlier of the date you download or use Club IOI, until terminated according to its terms. You may terminate this EULA by uninstalling and discontinuing your use of Club IOI. Termination by the Company will be effective upon (a) notice to you; or (b) termination of your account (if any); or (c) at the time of the Company's decision to discontinue offering and/or supporting Club IOI. This EULA will terminate automatically if you fail to comply with any of the terms and conditions of this EULA. All rights and licenses granted to you under this EULA will terminate immediately upon your breach of this EULA. Upon termination for any reason, you must immediately uninstall Club IOI.

7.2 Sections entitled Term and Termination, Disclaimer and Limitation of Liability, Indemnification and Miscellaneous shall survive any termination of this EULA.

8. Changes to this EULA or Club IOI

8.1 The Company reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to you. You can review the most current version of this EULA by clicking on the EULA section located on Club IOI. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to you or cause you to no longer be in agreement or compliance with this EULA, you may terminate this EULA in accordance with Section 7 and must immediately uninstall Club IOI. Your continued use of Club IOI following any revision to this EULA constitutes your complete and irrevocable acceptance of any and all such changes.

8.2 The Company may modify Club IOI for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimise Club IOI. You agree that Club IOI may install or download the modifications automatically. You agree that the Company may stop to support previous versions of Club IOI upon availability of an updated version.

9. Miscellaneous

- 9.1 This EULA, the Terms of Use and all policies referenced herein constitute the entire agreement between the Company and you concerning the subject matter hereof.
- 9.2 The section titles in this EULA are provided solely for convenience and have no legal or contractual significance.
- 9.3 This EULA shall be governed by and interpreted under the laws of Malaysia regardless of your country of origin or where you use and/or access Club IOI. All actions relating to this EULA and Club IOI shall be brought in a court of competent jurisdiction in Malaysia.
- 9.4 The failure of either party to enforce any rights granted under this EULA or to take action against the other party in the event of any breach of this EULA shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 9.5 If for any reason a court of competent jurisdiction finds any provision of this EULA or any portion of it to be unlawful, void or unenforceable, that provision of this EULA shall be enforced to the maximum extent permissible and the remainder of this EULA shall continue in full force and effect.

10. Notice Regarding Apple

You acknowledge that this EULA is between you and the Company only, not with Apple Inc. (“Apple”), and Apple is not responsible for Club IOI and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to Club IOI. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to Club IOI. Apple is not responsible for addressing any claims by you or any third party relating to Club IOI or your use and/or access of Club IOI, including, but not limited to (i) product liability claims; (ii) any claim that Club IOI fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defence, settlement and discharge of any third party’s claim that your use and access of Club IOI infringe that third party’s intellectual property rights. You agree to comply with any applicable third party’s terms, when using and accessing Club IOI. Apple, and Apple’s subsidiaries, are third party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party’s beneficiary of this EULA.

Last Updated: 22 November 2022