

TERMS & CONDITIONS

The use of this Web Site is subject to the following terms and conditions ("Terms"). PHHP Online Purchase Consumer Member should also refer to the **Terms of Purchase**. PHHP reserves the rights to revise any of these Terms from time to time by updating this posting, with the revised Terms taking effect for all Users as of the date stated on the posting. All Users are advised to consult the Terms regularly.

Please read these Terms carefully before continuing with the Web Site. Users expressly acknowledge that they are aware of these Terms and have had access to the same upon entering the Web Site. Consequently, by using the Web Site, Users signify their assent and agreement to these Terms. If User does not agree to these Terms, then User is not authorized to continue access to the Web Site.

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Users' Submissions

Any unsolicited communication or material Users transmit to PHHP via the Web Site or by electronic mail or otherwise, excluding personally identifiable data about themselves, including, but not limited to, any data, questions or answers, comments, suggestions, or the like will be treated as non-confidential and non-proprietary by PHHP. By sending communications to PHHP, Users automatically grant PHHP a royalty-free, perpetual,

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Privacy Statement

PHHP has established its Privacy Policy in respect of the confidence its clientele places in it and in conformity with high standards of data protection to which it is committed.

Any personal information ("Personal Information") you make available to PHHP either through the Web Site or otherwise are done so voluntarily, with your knowledge and consent when making a request, submission or registration for services from PHHP. Registration forms contain both mandatory fields (indicated with an asterisk (*)) and non-mandatory fields; if you choose not to complete the mandatory fields then PHHP may not be able to respond to your request or activate your option choices.

Personal Information provided by you on the registration form will be made accessible to duly authorised PHHP personnel and occasionally to persons or companies who carry out internal operations in relation to our business. All such persons are subject to confidentiality agreements and the respect of your privacy. The Personal Information made available by you will be used to provide the requested services and may be used both for marketing research purposes relating to PHHP's business and to provide information relating to its products and events.

Online Customers should also refer to the Terms of Purchase which contain additional information relating to the use of Personal Information when buying on-line.

Other than as stated above, PHHP will not use your Personal Information for unsolicited communications and we do not sell, rent or otherwise make available any Personal Information submitted to us to any third parties unless it is to our legal advisors or where so required by law or a court decision. PHHP will use its best endeavours to ensure that such data is kept secure at all times.

In all cases and on request, PHHP will remove your personal information from its database thereby cancelling your registration to any of the PHHP services. You are also advised that upon written request you may inspect your personal data and/or request that information about you be corrected, amended or deleted.

All requests relating to your personal data as well as any request to cancel your registration for services offered by PHHP should be e-mailed to: customercare@php.com.my.

From time to time, PHHP may amend this Privacy Policy. Our Privacy Policy can be viewed at any time from our website at www.php.com.my.

The host server and our database is managed and located in Malaysia. Our Privacy Policy is governed by and will be construed in accordance with the laws of Malaysia without regard to its conflicts of law provisions. Any disputes will be submitted to the exclusive jurisdiction of the competent courts of Malaysia.

PHHP trusts that its Privacy Policy demonstrates its commitment to managing your personal data in accordance with current legislative obligations in such a way as to fully protect your privacy.

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Termination

Users agree that PHHP may terminate Users' access to and use of the Web Site if PHHP reasonably believes that Users have violated or acted inconsistently with the letter or spirit of this Agreement, or violated the rights of PHHP or any third party, or for any reason with or without notice to User. Users agree that PHHP may modify or discontinue this Web Site, with or without notice to them. Users agree that PHHP will not be liable to them or any third party as a result of such modification or discontinuation. The provisions entitled "Disclaimer," "Limitation of Liability," and "General Provisions" will survive termination of these Terms.

Limitation of Liability

Under no circumstances whatsoever shall PHHP be held liable for any loss arising out of or in connection with the use of information available from this Web Site whether direct or indirect including, without limitation, any liability relating to any loss of use, interruption of business, lost profits or lost data, or incidental, special or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence) or otherwise, even if PHHP has been advised of the possibility of such damages. Because some states and countries do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not be operable.

General Provisions

Unless otherwise specified, the information and materials in the site are presented solely for the purpose of promoting the products and services of PHHP. PHHP makes no representation that PHHP's Material is appropriate or available for use in every country of the world. Users use this Web Site at their own risk and are responsible for compliance

with applicable local laws, keeping in mind that access to PHHP's Material may not be legal by certain persons or in certain countries. Although our products are widely available, this Web Site may describe products which are not available in your country

Non-Waiver

The waiver by PHHP of a breach of any provision of these Terms shall not be interpreted as a waiver of any other or subsequent breach.

TERMS OF PURCHASE

1. REGISTRATION AND ONLINE PURCHASE

- 1.1 Existing PHHP distributor can proceed to use PHHP Online Purchase by using their Internet Enquiry account login and password without having to register.
- 1.2 You must be of legal age and lawfully capable of entering into and forming a valid contract in accordance with the local law to place an order through the PHHP Online Purchase.

2. PLACING ORDER

- 2.1 In order to make carry out purchases through the PHHP Online Purchase; you will be required to login to PHHP Online Purchase.
- 2.2 You further represent and warrant that the data you provide will not contain any computer viruses, macro viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information; nor will such data cause the PHHP Online Purchase to be interrupted, damaged, rendered less efficient or in any other way compromised such that the effectiveness or functionality of this website is in any way impaired.
- 2.3 All prices shown in the PHHP Online Purchase are in local currency and are subject to change without prior notice.
- 2.4 Images of products displayed on PHHP Online Purchase and on PHHP website are for illustrative purposes only. The actual products may differ from such images.
- 2.5 Prices displayed for products to be delivered include local VAT as applied to consumers in those countries.

- 2.6 You should carefully check all details prior to confirming your order. You shall be solely responsible for any losses incurred by you as a result of any wrong information provided by you in the course of you using PHHP Online Purchase.
- 2.7 Delivery costs are not included in the product price and will be displayed on the order form once you have completed your selection. If the delivery cost is not acceptable to you, you can end the transaction immediately.
- 2.8 PHHP reserves the right to decline any order where delivery location is not covered by our authorized courier service company.
- 2.9 Once your order has been confirmed, you may at any time check your order by logging in at PHHP Internet Enquiry.
- 2.10 By placing an order through the PHHP Online Purchase, you are making an offer to us to purchase the products selected in accordance with these Terms. (Please note that we may not always be able to accept your offer; please see details of Acceptance in section 4).
- 2.11 Please note that, by making an offer to purchase merchandise, you hereby expressly authorize PHHP and/or its online service partners to perform the appropriate credit checks for us and, should it appear necessary, obtain additional information required to process your order efficiently. Information received or sent to authorised third parties may include, but is not limited to your name and credit card details. This may be necessary to authenticate your identity, to validate your payment card, to obtain an initial credit card authorisation and to authorise individual purchase transactions (please see Our Privacy Policy in section 8).

3. ACCESS AND USE OF PHHP Online Purchase.

- 3.1 The PHHP Online Purchase is only available to Online shoppers who meet our terms of eligibility, in particular, individuals of legal age, have been issued with a valid payment card by a reputable bank and who have agreed and authorise PHHP to process a charge or charges on their payment card in the amount of the total purchase price for the products they choose to purchase (see Payment in section 5). For Distributors using PHHP Online Purchase, you agree that PHHP's Rules & Regulations for Distributors shall formed part of this Terms of Purchase and that you further agree to strictly comply.
- 3.2 Distributors are not allowed to register for new mobile stockist through PHHP Online Purchase.
- 3.3 Distributors will not be entitled to any mobile stockiest fee for any order placed through the PHHP Online Purchase.

- 3.4 Items purchased through PHHP Online Purchase are not entitled to free sales aid material. Nevertheless, softcopies of leaflets are made available in the PHHP website for download.

4. ACCEPTANCE

- 4.1 Acceptance of your order and completion of the contract between you and PHHP will take place when we dispatch the item(s) to you. The sale contract, unless cancelled in accordance to our Cancellation Policy (see Section 7), is therefore concluded at that time in the originated country and the language of the contract is English.
- 4.2 You can check the status of your order directly through our delivery agents on their websites with your tracking number, or by logging in to PHHP Internet Enquiry.
- 4.3 We reserve the right not to accept your order. Such non-acceptance may result, for example, from the fact that the item ordered is out of stock or that we are unable to obtain authorization for your payment or that you do not meet the terms of eligibility as set out in section 3 above. In the event that we exercise our rights not to accept your order and that payment have already been made, we will refund to you all sums paid free of interest.
- 4.4 Furthermore, we retain the express right not to process a transaction at any time at our sole discretion for whatever reason. In this event, we will not be liable to you or any third party by reason of our not accepting your order or withdrawing any merchandise from the PHHP Online Purchase, whether or not such item(s) have been sold.

5. PAYMENT

- 5.1 PHHP Online Purchase accepts the following payment mode: MasterCard and Visa only. Additional payment mode may be added from time to time to serve you better. Payment will be debited from your account upon receipt of your order by PHHP. You are responsible for confirming that you are the legitimate holder of the credit/debit card and that your details are correct. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer.
- 5.2 If the issuer of your payment card refuses to authorise payment to PHHP, we will not be able to proceed to process your order and a message will appear informing you that the transaction cannot be processed.

- 5.3 PHHP, together with its partners, takes all reasonable care to make the PHHP Online Purchase as secure as they can. We do not hold your payment card details on the PHHP server.
- 5.4 We will employ all reasonable care to ensure that details of your order and payment are held securely. However, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the PHHP's Online Purchase.
- 5.5 You are informed that PHHP online business partner, iPay88, may store or transmit information relating to you through the internet communication networks via Secure Socket Layer (SSL) technology with high security 128 bit encryption. Accordingly, they declare that their service will comply with all the PCI Data Security Standard and any modifications thereof.

6. DELIVERIES AND INSURANCE

- 6.1 We only dispatch and deliver orders from the PHHP Online Purchase based on your country of registration.
- 6.2 All products are delivered from our warehouse in the respective countries. Deliveries are charged in addition to the cost of the products themselves. The cost of delivery is calculated based on the country of delivery and the content of your shopping basket.
- 6.3 Upon approval of your payment, you can expect to receive your order within the following time frame:

West Malaysia	: Within 6 working days
East Malaysia	: Within 10 working days
Singapore	: Within 5 working days

All deliveries will not be available during Weekend & Public Holidays.

- 6.4 The delivery times shown above are based on our appointed courier service company expected delivery times.

We are not liable for unforeseen circumstances beyond our control that delay the delivery, such as: flight delays, adverse weather conditions, or congestion. In these situations we will try our best to notify you of the delay and inform you of the estimated delivery date.

- 6.5 Item(s) will be delivered to the delivery address as shown in our records. In case you have provided wrong delivery address or the item(s) cannot be

delivered at the address provided by you, you will be charged additional delivery/handling charges for any re-delivery.

- 6.6 Please check the item(s) delivered before signing on receiving. If the security seal on the packaging is broken and/or the quantity of items ordered is incorrect, please do not accept the delivery.
- 6.7 PHHP will store a record of your transactions for a minimum period of one year. Please note that for your security we only retain records of your transactions on the PHHP Web Site; your payment card details are neither held on the PHHP Web Site nor on the PHHP Online Purchase.

7. CANCELLATIONS AND RETURNS

- 7.1 Your satisfaction is our number one priority.

- 7.1.1 Should you wish to cancel your order or return an item you have ordered please contact our Customer Care on:

For Malaysia:

E-mail: customercare@phhp.com.my

Tel: +607-862 5998

Toll Free: 1800 22 9889

Monday to Friday: 10.00 a.m. to 1.00 p.m.
2.00 p.m. to 6.00 p.m.

For Singapore:

E-mail: customercare@phhp.com.my

Tel: +65 6238 8336

Monday to Friday: 10.00 a.m. to 1.00 p.m.
2.00 p.m. to 6.00 p.m.

Saturday: 10.00 a.m. to 2.00 p.m.

- 7.1.2 PHHP Customer Care will supply you with a Returns Authorisation Form number (RAF) and full instructions. You should retain the RAF number as a record.

- 7.1.3 When contacting Customer Care please quote:

- Your order reference number (please refer to your packing note or order confirmation e-mail);
- The item(s) you are returning or cancelling;
- Reasons for return or cancellation;
- Whether you would like a replacement or refund.

7.2 Cancellations and cooling off period

7.2.1 For any purchase of RM300 and above in a single transaction, you are entitled to a 10-day cooling-off period whereby you are entitled to cancel your purchase and obtain a full refund of the purchase price of the delivered item(s).

7.2.2 Please be aware that at times it will not be possible to stop a cancelled order from being dispatched, because we endeavor to process orders expeditiously. For such instances where your order has already been fully processed and dispatched, please follow the returns policy.

7.3 Returns and cancellations

7.3.1 In the event of returns or cancellations, we require that you return any item(s) to us in their original packaging in a "new and unused state" with all original labeling attached and a copy of the cash bill.

7.3.2 PLEASE NOTE: "New and unused" means that there are no marks on the item(s) or any wear on the packaging. We do not sell used item(s) and will not accept any item with any indication that it was used. All item(s) will be subject to a Quality Control (QC) check on return receipt. If item(s) do not meet QC standards then the item(s) will be returned to you at your cost.

7.4 All returns and cancellations will only be accepted with a RAF number (please refer to section 7.1 above on how you can obtain a RAF number).

7.5 Although we make every effort to ensure that you receive the item(s) ordered, please do let us know if this is not the case. Kindly contact our Customer Care (as per section 7.1.1 above) within 2 days of receiving the item(s) in the event that:

- a) The item(s) is not what was ordered.
- b) The item(s) is flawed/damaged.

7.6 We require that item(s) be returned within seven (7) days of receiving the item(s). Our Customer Care will inform you on where to return the item(s) and will respond back to you within 7 working days of receiving the returned item(s).

- 7.7 In the event of any failure to return any item(s) to us as set out in these Terms within the stipulated time limits, even though validly cancelled, we shall reserves the right to reject any such returned item(s).
- 7.8 Refunds to you will be made within 30 days of the date the goods are properly returned. All undamaged and correctly returned items will be credited to the original purchaser's payment card including VAT but less 10% handling charges and the whole incentive or benefits in respect of the goods returned received by you and your whole hierarchy. Previous delivery charges are non-refundable. There will be no cash refund.
- 7.9 Distributors are not allowed to perform any sales top-up through the PHHP Online Purchase.

8. PRIVACY POLICY

- 8.1 The PHHP's online business partner is committed to protecting the privacy of its Customers by providing a secure Online Purchase for electronic commerce transactions and you may view their privacy policy at http://www.ipay88.com/my/privacy_v4.asp.
- 8.2 Children under the age of 18 should not send any information about themselves and should not register with PHHP Online Purchase or to receive further information from PHHP. Should we discover or be informed that a child has registered his/her personal details, PHHP reserves the right to terminate such account.
- 8.3 When ordering products from the PHHP Online Purchase, you will be asked to provide personal information including your name, delivery address, telephone number, product selections as well as payment card details ("Personal Information"). Any Personal Information you make available to PHHP is done so voluntarily, with your knowledge and consent when ordering items or registering for services from PHHP. Registration forms contain both mandatory fields (indicated with an asterisk (*)) and non-mandatory fields; if you choose not to complete the mandatory fields then PHHP may not be able to respond to your request or activate your option choices.
- 8.4 All Personal Information provided by you will be used to process your orders and will be made accessible to duly authorised PHHP personnel and occasionally to persons or companies who carry out internal operations in relation to our business. Your Personal Information is collected with your knowledge and express authorization upon opening and registering a PHHP Online Purchase account.
- 8.5 Whilst PHHP has taken all reasonable precautions to ensure that its Online business partners will handle your Personal Information in a secure and proper

manner, PHHP cannot be held responsible for the failure by any of such partners to deal with your Personal Information in accordance with its legal obligations. Consequently, Customers are advised that they may wish to refer to these companies' and their credit card companies' policies in relation to the protection of their Personal Information since they may use other members of their respective companies and/or third parties (in jurisdictions where there may be less stringent data protection laws) to process information on their behalf in relation to their credit card transactions.

- 8.6 Furthermore, if you have activated the consent box, your Personal Information will be used to send you information on our products, promotions and events we feel may be of interest to you and may be used for marketing research purposes relating to PHHP's business. It will not be used for any unsolicited communications to you unless so authorized. PHHP will use its best endeavours to ensure that such your Personal Information is kept secure at all times. Other than to its business partners as set out above, PHHP does not sell, rent or otherwise make available any Personal Information relating to its online Customers to other third parties unless to its legal advisors or if required to do so by law.
- 8.7 You may access your account details via the PHHP Online Purchase using your password and account login and correct any erroneous information concerning your Personal Information. Furthermore, you are solely responsible for maintaining and updating your personal details and ensuring that this information is current and complete. For distributors who wish to correct any erroneous information concerning Personal Information, you are required to fill up the Distributor Feedback Form (DFR) and submit to PHHP's nearest branch. A full list of our branches is available at <http://www.phhp.com.my/en/contact/nationwide-branch>.
- 8.8 Any request concerning Personal Information and/or cancellation of registration to any services provided through the PHHP Online Purchase should be sent to our Customer Care as per 7.1.1.

9. INTELLECTUAL PROPERTY

- 9.1 Material published on the PHHP Online Purchase is copyright PHHP or its licensors. All rights reserved. All third party trademarks mentioned or displayed such as Visa and Mastercard are the property of their respective owners. For additional information, please consult the Terms and conditions of Use.

10. SYSTEM OUTAGES

- 10.1 We do perform periodical system downtime for maintenance and for other purposes as well and at times, unscheduled system outages may also occur.

You shall not hold us liable for any such unavailability of PHHP Online Purchase or for any loss of data or transactions caused by such scheduled or unscheduled system outages or the resultant delay, mis-delivery, non-delivery of information or data caused by such outages, or any acts of third party or any outages of web host providers or the internet infrastructure and network external to PHHP Online Purchase site.

11.PRODUCT PRICE

- 11.1 In the event that an item is listed on PHHP Online Purchase with incorrect price or information due to typographical error or error in pricing, we reserves the right to refuse or cancel any orders placed for the items listed at the incorrect price whether or not such order has been confirmed. In the event your credit card has already been charged for the purchase and your order cancelled, we shall credit back the purchase price to the original payment card.

12.LIABILITY

- 12.1 Our total liability to you arising out of or in connection with any act or omission of PHHP (whether occasioned by the negligence of PHHP or its employees or agents or otherwise) relating to the supply of the products in your order or their use by any consumer or other person, will be limited to the total of sums paid by you in the relevant order for the products in relation to which the liability has arisen; and PHHP will not be liable to you for any damages resulting from any loss of profits, loss of goodwill or loss of business, costs, expenses or for any special, incidental, indirect or consequential loss or damage (whether in an action in contract or tort, and whether occasioned by the negligence of PHHP or its employees or agents or otherwise) arising out of or in connection with any act or omission of PHHP relating to the supply of the relevant products or their use by any customer, consumer or other person.

13.HEADINGS

- 13.1 The headings used in the Terms of Purchase are inserted solely for the convenience of reference only and shall not be deemed to have any substantive meaning.

14.APPLICABLE LAW

- 14.1 These Terms shall be governed by and construed in accordance with the laws of Malaysia without regard to its conflict of law provisions and any dispute will be subject to the exclusive jurisdiction of the Malaysia courts.
- 14.2 PHHP reserves the right to make changes to any of these Terms from time to time without giving prior notice to you. Please check back from time to time to

ensure that you are aware of any changes in our Terms. Your continued use of our site will signify your continuous acceptance of these changes.

- 14.3 If any provision of these Terms of Purchase is held invalid or unenforceable by a court of competent jurisdiction, the remaining Terms and Conditions shall remain in full force and effect. Any such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 14.4 No waiver of any Term and Condition, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as, a further or continuing waiver of that Term or Condition or any other Term or Condition.