

GENERAL TERMS AND CONDITIONS

By using or accessing this website or applications which Ouch Free Sdn. Bhd., or a holding company or a subsidiary, or a subsidiary of a common holding company (including any individual, group, partnership, or other entity) of Ouch Free Sdn. Bhd. ("**Ouch**", "**we**", "**us**", or "**our**") may own or operate from time to time ("**Platform**") you are agreeing to the General Terms and Conditions ("**Terms and Conditions**") below. If you disagree with any part of the Terms and Conditions, please discontinue the use of the Platform. Your continued use of the Platform constitutes acceptance of the Terms and Conditions.

General

These Terms and Conditions are meant to regulate your access to the Platform and/or services, and they are to be read together with the applicable Terms and Conditions governing any transaction(s), product(s), and/or service(s) provided on the Platform.

Ouch reserves the right to update or amend these Terms and Conditions may be revised from time to time in order to reflect changes in our practices, industry trends, or legal and regulatory requirements in accordance and compliance with the applicable laws and regulations.

In the event of any updates or changes to the Terms and Conditions, we will make reasonable efforts to notify you through appropriate means, such as by email or "Push" notification and will be posted on our website and/or mobile application and these revisions become effective immediately upon them being updated on the Platform. Continued access or use of our Platform after such updates or changes signifies your acceptance of the revised Terms and Conditions.

These Terms and Conditions are provided in English [and Malay] languages and should there be any conflict in meaning between the English [and Malay] language version, the English language version shall prevail.

Geographical Limits

The information on our Platform is directed at residents of Malaysia. Information and services accessed through our Platform should only be bought by persons residing in Malaysia. Ouch is not responsible to the users for liabilities arising from accessing this Platform from outside of Malaysia.

Intellectual Property Rights

All contents of, and materials published on, this Platform, including but not limited to the text, images, graphics, logos, and other information herein and their arrangement, are protected by copyright, trademark, and other proprietary rights owned by Ouch. You shall use, distribute, or reproduce any of the content published on the Platform without the express written consent of Ouch and/or the owners.

Licence

Nothing contained herein shall be construed as conferring by implication, estoppels, or otherwise any license or right under any patent, trademark, or proprietary rights of Ouch or of any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Ouch copyright.

Accuracy of Information

While Ouch strives to ensure the accuracy of the information provided on the Platform, we do not guarantee its completeness or reliability. Commentary and other materials posted on our Platform are not intended to amount to advice on which reliance should be placed. In this connection, you should take note that the information provided on this Platform is made available for informative purposes only. They are not intended to serve as nor shall they be deemed as professional advice. Accordingly, none of the information provided on this Platform should be interpreted or deemed as investment, legal, tax or other advice. Notwithstanding the foregoing provision, any advice rendered by us subsequent to your engagement of our services as your financial adviser shall amount to professional advice for the purposes in connection therewith. For the avoidance of doubt, the information

provided on this Platform is subject in all respects to the specific Terms and Conditions of the actual policy or product/service agreement for detailed information.

Links to Third Party Websites

Contained in this website are links to third party websites that are not under our control. These links are provided for your information and convenience and the inclusion of any link does not imply endorsement of the sites to which the link leads. Accordingly, we do not in any way warrant the adequacy, accuracy, reliability, or completeness of any information contained in any website which is hyperlinked or referred to in this website.

You are entirely at your own risk when accessing these sites and under no circumstance will we accept any responsibility or liability in respect of the linked sites.

Linking to Our Platform

No hyperlinks to the Platform or any of the internal or subsidiary pages within the Platform, or framing of any content in the Platform, shall be made by anyone unless with the prior consent of Ouch. Without prejudice to any of its other rights, Ouch may upon discovering such unauthorised linking or framing disable such links or frames.

Access to Our Platform and Changes to Our Platform

Access to our Platform is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Platform without notice (see below). Ouch will not be liable if, for any reason, our Platform is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Platform, or our entire Platform, to users including those who have registered with us.

Ouch aims to update our Platform regularly, and may change the content at any time. If the need arises, we may suspend access to our Platform, or close it indefinitely. Any of the

material on our Platform may be out of date at any given time, and we are under no obligation to update such material.

You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms and Conditions, and that they comply with them.

You take full and sole responsibility when using content or services provided on this and any linked sites.

Identification and Authentication

If you choose, or you are provided with, a user identification or authentication code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. In this connection, you could be held liable for any loss or damage, whether suffered by us or a third party, which arise as a direct or indirect result of any unauthorised usage of your user identification code and/or unauthorised disclosure of your password unless you are able to prove to our satisfaction, as decided by us in the exercise of our sole and absolute discretion, that you had taken all necessary safety precautions as well as reasonable measures of prudence and that the unauthorised usage of your user identification code and/or unauthorised disclosure of your password was not in any way caused by any negligence on your part.

Ouch reserves the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion, you have failed to comply with any of the provisions of these Terms and Conditions. Ouch shall not be held liable for any direct or indirect loss or damage which you may suffer as a result of any invalidation or cancellation of your user identification code or password.

Acceptable Use Policy

You may use the Platform only for lawful purposes.

You will not gather, extract, download, reproduce, display, and/or advertise on any other Platform, other online or off-line service or otherwise, any material on or from this Platform, including but not limited to information relating to investment services and prices, whether that information has been gained by the use of spiders, data mining, trawling, or other 'screen scraping' software or system used to extract data.

You will not do anything that affects the integrity or security of this Platform or causes or may cause harm, damage, or unreasonable inconvenience to other users of this Platform or us.

You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer, or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack.

Ouch reserves its right to resort to any legal recourse which we, in the exercise of our sole and absolute discretion, deem necessary and/or appropriate to be taken against you in the event of any unlawful and/or unauthorised usage of this Platform by you or persons under your control and to recover any loss or damage suffered as a result thereof from you.

Information about You and Your Visits to Our Platform

Ouch works to protect and value the privacy of your information. Please review our [Privacy Policy](#), as it contains important information relating to the use of your personal information when using our website, mobile application, and services. By using our Platform, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions Concluded

All products and services described in our Platform or provided by us are subject to the terms and conditions of any applicable agreements. In case of doubt you should seek assistance by contacting us at our contact details below.

Information Provided

By providing information (such as feedback, data, answers, questions, comments, suggestions, plans, or ideas) to Ouch, you agree that such information shall be non-confidential and that Ouch shall reserve unlimited rights to use, distribute, reproduce, and disclose such information worldwide as Ouch deems appropriate, without compensation or acknowledgement of its source. Ouch shall be free to use any ideas, concepts, know-how, or techniques contained in information which you provide to Ouch through this Platform, including but not limited to developing, manufacturing, and marketing products or services incorporating or otherwise based on such information.

Registered Users

This section is applicable to registered users only. You have been provided with an account ("**Account**"), a Login Name ("**Login**"), and password ("**Password**") to your Account. You may use this to login, navigate, and carry out transactions on this Platform. You will be solely responsible for any activities that take place through your Account.

You shall be responsible for ensuring the confidentiality of your Account, Login, and Password and immediately notify Ouch of any theft or unauthorised use of your Account, Login, and Password or any other breach of security. To protect your information, you should log out of your browser at the end of each of your sessions on our Platform and not disclose your Login or Password to any third party.

Ouch endeavors to keep your information confidential. However, if required to do so by any law, regulation, or court order, Ouch shall be entitled to disclose the Login, Password or Account contents to any third party.

In no circumstances shall Ouch be liable to you in any way whatsoever for any loss, damage, costs, and expense incurred by you as a result of, arising out of or in connection with, whether directly or indirectly, the wrongful or fraudulent use of your Account, Login, or Password.

You shall have no rights, title, and/or interests over your Account, Login, or Password. Ouch shall be entitled in its sole discretion and without assigning any reason to terminate the use of the same at any time whatsoever. Upon such termination, you shall no longer be entitled to use or access your Account, Login, or Password. Ouch shall not be liable to you or any third party for any termination, deactivation, or deletion of your Account, Login, or Password or the contents of the Account.

Rewards Program: Ouch! Rezeki

The Platform hosts Ouch! Rezeki Rewards Program ("**Ouch! Rezeki**" or the "**Program**") where you can accumulate points through various activities, as specified within the application, including purchases, referrals, engagement, or other actions determined by Ouch. These points hold no cash value and cannot be transferred, exchanged, or redeemed for cash. You may redeem accumulated points for rewards, such as cash vouchers, discounts, or other benefits as offered by Ouch.

By using the Platform and/or Ouch application, you will automatically become a member of the Program managed by Ouch. Upon successfully registering an account, all Ouch users will automatically receive the status of Ouch! Rezeki, and can start earning reward points ("**Points**") through eligible transactions under this Program. Points remain active with no expiration date. Users simply need to ensure their certificates are enforced to redeem reward points.

Membership in Ouch! Rezeki is for personal use only and cannot be transferred to other individuals.

Ouch will provide you with a unique Referral Code. You can share this Referral Code with your friends, family, colleagues, relatives, or any individual who is eligible as a Referee. Referee(s) must sign up as a Pusara Pro participant using such a Referral Code.

Participation in the Program is open to the eligible users of Ouch based on criteria set by Ouch as follows:

- i. Ouch users who have registered an account through the Ouch application; and
- ii. Ouch users who have verified their email address via the verification link sent to them.

Once the above criteria are met, their digital wallet will be automatically activated. This Program is subject to the Terms and Conditions stated herein. If any selected Ouch user is found to not meet the criteria at any time, during or after the Program period, Ouch reserves the right, at its sole discretion, to cancel, transfer rights, or terminate access to the digital wallet.

As a member of Ouch! Rezeki, you will have access to e-digital vouchers, contributions, and other benefits as listed in the rewards catalog available from time to time on the Ouch application ("**Rewards**").

At its sole discretion, Ouch may award Points to you, which can be redeemed for Rewards after completing eligible transactions. Points may also be earned through other methods provided by Ouch from time to time. Points obtained through fraudulent activities or in violation of the Terms and Conditions will be forfeited.

Ouch reserves the right at its absolute discretion, to modify, suspend, or terminate the Program, alter point values, or change available rewards without prior notice.

Ouch reserves the right at its absolute discretion, to disqualify any Referrer who is ineligible for any campaign for any reason during the campaign period if found to have done either one of the following:

- i. have committed or attempted to cheat (engaged in any dishonest actions) to win any campaign unfairly; and/or
- ii. duplicate, copies, or incorrect entries; and/or
- iii. violated the Terms and Conditions herein or the Privacy Policy; and/or
- iv. there have been false statements, fraudulent acts or any illegal or criminal acts (including fraud) in connection with any campaign.

In addition, Ouch reserves the right to disqualify a Participant that:

- i. undermines, has or attempted to undermine the operation of any campaign by fraud, cheating or deception; and/or
- ii. is not eligible to provide proof of eligibility in any campaign for verification by Ouch when requested.
- iii. in the event of disqualification after the Rewards has been awarded, Ouch reserves the right to demand the return of the Rewards or payment of its value from the disqualified Participant.

Ouch reserves the right to request relevant documents and information as a proof of identification of both the Referrer and Referee before the Referrer can claim the Rewards.

Ouch reserves the right to suspend or terminate a Participant's privilege to participate in any campaign and/or Program organised by Ouch, at any given time for any reason(s). This includes, but is not limited to, instances of misuse, violation of terms, or any other actions that Ouch deems inappropriate or detrimental to the campaign and/or this Program. The decision to suspend or terminate will be at Ouch's sole discretion. Please note that any accrued benefits or rewards may also be forfeited upon suspension or termination.

Ouch may, on rare occasions, suspend any of the Participants' participation in any campaign due to system testing. Ouch will suspend any campaign at any time without prior notice if it discovers fraud or any activities that may violate the Terms and Conditions, Privacy Policy and/or any other applicable policies. Ouch reserves the right, in its sole discretion, to review and investigate all invitations, freeze the Participants' account, and modify any campaign to the extent Ouch believes reasonable. Ouch, its affiliates, directors, officers, and employees bear no liability for any loss, damage, or inconvenience caused due to participation in the Program.

Liability

Ouch, its affiliates and associates, director, officer, and employees disclaim all liability, warranties, representations, and endorsements, express or implied, with regard to information accessed from or via this Platform, including but not limited to all express and implied warranties, including warranties of title, merchantability, fitness for a particular purpose, non-infringement, and freedom from computer virus.

Ouch does not assume any liability or responsibility for the accuracy, completeness, or usefulness of the information disclosed at or accessed through our Platform.

Ouch, its affiliates and associates, director, officer and employees, accepts no liability (whether in tort (including negligence), contract, statute, or otherwise) for any direct, indirect, special or consequential loss or damage whatsoever arising from reliance on the information provided on or via our Platform; a computer virus in or introduced into your computer system by, through or in connection with the Platform or the linked sites; recommendations that are published or accessible through our Platform.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or any other liability which cannot be excluded or limited under applicable law.

Ouch shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Platform or to your downloading of any material posted on it, or on any websites linked to it.

Ouch shall not be held liable for any failure or delay in the performance of its obligations under these Terms and Conditions due to causes beyond our reasonable control, including but not limited to, acts of God, natural disasters, wars, strikes, government regulations, power failures, network or server failures, or any other events or circumstances that are unforeseen or beyond our control ("**Force Majeure Event**"). In such an event, Ouch will make reasonable efforts to resume performance as soon as possible. However, Ouch shall not be liable for any loss, damage, or inconvenience caused by the delay or failure to perform due to the Force Majeure Event.

Indemnity

You hereby irrevocably agree to indemnify and keep indemnified Ouch from all liabilities, claims, losses, and/or expenses, including any legal fees that may be incurred by Ouch in connection with or arising from:

- i. your use or misuse of the Platform;
- ii. your breach of any of the Terms and Conditions howsoever occasioned; or
- iii. any third party claims related to any intellectual property right or proprietary right infringement due to your use of the Platform.

Severability

If any of these Terms and Conditions is deemed illegal, invalid, or unenforceable, it shall be excluded from these Terms and Conditions, and the remaining clauses shall survive and remain in full force and effect.

Governing Law and Jurisdiction

In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity, and other materials relating to or in connection with any campaigns and/or Program, these Terms and Conditions shall prevail.

By using and accessing our Platform, you agree that Malaysian law shall govern such use and access and you agree to submit to the exclusive jurisdiction of the Malaysian courts.

Contact Us

If you have any questions about materials which appears on our Platform, please contact us at +6010 204 7180 or hello@ouch.my.

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