

Terms of Service and Privacy Notice

1. Introduction

The website ("Site") is owned and operated by Wellous group (individually and collectively "Wellous", "The company", "we", "us", "Seller" or "our"). Please read the following Terms of Service carefully before using this Site so that you (collectively "You", "Customer", "Buyer" or "User") are aware of your legal rights and obligations with respect to Wellous and its affiliates and subsidiaries. The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content").

1.1 For avoidance of doubt, this Agreement applies to all Users accessing, browsing or otherwise using the Platform via any computer, hand-held device, personal digital assistant, or other automated device or program.

1.2 Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto. If you do not accept all these terms and conditions, you are not authorized to use the Site.

2. General Conditions

2.1 The use of the Platform is subject to our general conditions, by agreeing to the same, you shall be at least 18 years old while accessing, experiencing or to using the Platform. If you are below 18 years old ("a minor"), you must obtain permission from your parent(s) or legal guardian(s) to access the site. The parent(s) or legal guardian(s) must accept and comply with this Agreement on the minor behalf and shall be made liable for all the consequences resulted therefrom and shall deliberately indemnify us from any damages and losses caused therefrom.

3. Privacy Policy

3.1 We recognize the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data. This Privacy Policy ("Privacy Policy" or "Policy") is designed to assist you in understanding how we collect, use, disclose and/or process the personal data you have provided to us and/or we possess about you, whether now or in the future, as well as to assist you in making an informed decision before providing us with any of your personal data.

3.2 By using the Services, visiting our Site, or accessing the Services, you acknowledge and agree that you accept the practices, requirements, and/or policies outlined in this Privacy Policy, and you hereby consent to us collecting, using, disclosing and/or processing your personal data as described herein. If you do not consent to the possession of your personal data as described in this privacy policy, please do not use our services or access our Site. We reserve the right to amend

this Privacy Policy at any time. To the fullest extent permissible under applicable law, your continued use of the Services or Platform, including placing of any orders, shall constitute your acknowledgment and acceptance of the changes made to this Privacy Policy.

3.3 This Policy applies in conjunction with other notices, contractual clauses, consent clauses that apply in relation to the collection, storage, use, disclosure and/or processing of your personal data by us and is not intended to override those notices or clauses unless we state expressly otherwise.

3.4 We will/may collect your personal data such as but is not limited to:

- Name
- Email address
- Gender
- Billing and/or delivery address
- Bank account and payment information
- Telephone number and Information sent by or associated with the device(s) used to access our Services or Platform.

The personal information that you are asked to provide, and the reasons why you are asked to provide it will be made clear to you at the point we ask you to provide your personal information.

3.5 We may collect, use, disclose and/or process your personal data for one or more of the following purposes:

- To consider and/or process your application/transaction with us or your transactions or communications with Seller via the Services, to manage, operate, provide and/or administer your use of and/or access to our Services and our Site (including, without limitation, remembering your preference)
- To respond to, process, deal with or complete a transaction and/or to fulfil your requests for certain products and services
- To protect personal safety and the rights, property or safety of others
- To communicate with you directly, to provide you with updates and other information relating to the website, and for marketing and promotional purposes
- To conduct research, analysis and development activities (including, but not limited to, data analytics, surveys, product and service development and/or profiling), to analyse how you use our Services, to recommend products and/or services relevant to your interests, to improve our Services or products and/or to enhance your customer experience
- To produce statistics and research for internal and statutory reporting and/or record-keeping requirements
- To prevent or investigate any actual or suspected violations of our Terms of Service, fraud, unlawful activity, omission or misconduct, whether relating to your use of our Services or any other matter arising from your relationship with us
- To store, host, back up (whether for disaster recovery or otherwise) of your personal data, whether within or outside of your jurisdiction
- Any other purposes which we notify you of at the time of obtaining your consent. (Collectively, the "Purposes")

- 3.6 You acknowledge, consent and agree that the company may access, preserve and disclose your personal information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over the company or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) comply with a request from any governmental or regulatory authority having jurisdiction over the company; (c) enforce the company's Terms of Service or this Privacy Policy; or (d) protect the rights, property or personal safety of the company, its users and/or the public.
- 3.7 As the purposes for which we will/may collect, use, disclose or process your personal data depend on the circumstances at hand, such purpose may not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of the applicable data without your consent is permitted by the Privacy Laws.
- 3.8 We implement a variety of security measures and strive to ensure the security of your personal data on our systems. User personal data is contained behind secured networks and is only accessible by a limited number of employees who have special access rights to such systems. However, there can inevitably be no guarantee of absolute security.
- 3.9 We will retain personal data in accordance with the Privacy Laws and/or other applicable laws. We may continue storing, using and/or disclosing your personal data in accordance with this Privacy Policy and our obligations under the Privacy Laws. Subject to applicable law, we may securely dispose of your personal data without prior notice to you.

4. Payment Term

- 4.1 For every transaction made through the Platform, payment of total purchase price shall be made in the following methods:
- Credit Card/Debit Card
Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in
 - Instalment Purchase Plan
Payment via instalment is processed through third-party channels.
 - E-Wallet
 - FPX
- 4.2 You acknowledge and agree that the company shall take no responsibility and assume no liability for any loss or damages to User arising from payment information entered by the User or wrong remittance by User in connection with the payment for the Product purchased. We reserve the right to check whether User is duly authorized to use certain payment method and may suspend the transaction until such authorization is verified or cancel the said transaction where such verification not available.
- 4.3 You shall keep all the evidence related to your transactions through the Site. However, in the event that your records do not correspond with our records, our record shall prevail on all aspects.

5. Return and Exchange Policy

5.1 All payments made to the Seller and product sold are strictly non-refundable and non-transferable unless otherwise stated below as change-of-mind returns or exchanges is strictly not allowed: -

- Return and exchange are only accepted for defective products or wrong products. Customer bears the sole responsibility to notify the Seller of the request to return and exchange within five (5) working days (“Notification Period”) upon receipt. Further request to return and refund will not be entertained once notification period has lapsed.
- To be eligible for a full refund, your product must be unopened and in its original condition, with original tags and/or packaging intact and to be returned to the Seller within fourteen (14) days upon order is placed.
- The approval for the return and exchange is subject to the inspection of the returned product and is on case-by-case basis.

6. Passing of Risk and Title

6.1 The title and risk in the product shall pass to the User upon delivery of the same to the User or if the User fails to take delivery of the product (otherwise than by reason of any cause beyond the User's reasonable control or the Seller's fault).

All orders will ship within two (2) to three (3) working day(s) upon payment, subject to the delivery timelines as set by courier partners. Should there be any unforeseen circumstance resulting in shipment delays, Seller will contact the Buyer soonest possible for updates and the revised shipping estimate.

7. Disclaimer

7.1 The Product and services are provided “as is” and “as available”. To the extent permitted under the applicable law, we disclaim all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

7.2 Some Product may have an associated image or photo. All images, photos and specifications shown are for illustration purpose only. Actual product may vary due to product enhancement.

7.3 You acknowledge that all information herein is not intended to diagnose, treat, cure nor substitute or replace the advice of a qualified medical professional. All tests are conducted on a closed trial sampling and different people may experience different reactions and benefits.

7.4 You should always consult an appropriate independent professional doctor or medical officer or specialist for specific advice tailored to your health, well-being, circumstances, requirement or needs.

7.5 You acknowledge and agree that it is your responsibility to perform your own due diligence, seek professional advice, access the risk of the transaction made through the Site.

7.6 You agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

8. Indemnity

8.1 You agree to indemnify, and hold us, our agents, service providers, affiliates, shareholders, subsidiaries, directors, officers, employees, and applicable third parties (e.g. syndication partners, licensors, licensees, consultants and contractors) (“Indemnified Person(s)”) harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from your use of the Platform, the use of the Services and/or your breach of any term of this Agreement. You shall deliberately indemnify us for any interference or damage to any computer system that arises in connection with your use of the Platform or any linked website.

9. Force Majeure

9.1 We shall not be liable to you for any breach for any reason of any delay in performing or failure to perform any due to any cause beyond our reasonable control, including but without limitation to acts of god, war, explosions, flood, acts of restriction, regulations, by-laws, or measures of any kind on the part of governmental parliamentary or local authority, import or export regulations or embargoes, riot, terrorist attack, threat or preparation of war, interruption of production or operation line, difficulties in obtaining raw materials labour, fuel parts, or machinery break down etc.

10. Modification

10.1 We reserve the right to change our terms and conditions herein from time to time. We may change any or all aspects of services provided by the Site at any time and without notice. Nothing in this Agreement will constrain how we operate our business. You shall be responsible to monitor any such modifications from time to time.

10.2 If the alterations constitute a material change to our terms and conditions, we will notify you by posting a notification via your email address registered with us. Usage of the Platform by you following such notification constitutes your acceptance of the terms and conditions as modified.

10.3 What constitutes a “material change” will be determined at our sole discretion, in good faith and using common sense and reasonable judgment.

11. Severability

11.1 This Agreement shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable, in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable: -

- That term and condition shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
- If the term and condition or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability