



TERMS OF SERVICE

By accessing or using KIMINO BEAUTY SDN. BHD.'s [1488224-U] ("the Company") Website ("the Website"), you agree to be bound by the following terms and conditions governing the use of the Website (the "Terms of Service").

If you do not agree to these Terms of Service, you should cease use of the Website immediately.

1. USE OF WEBSITE

The purpose of the Website is for us to provide information about our Company's services and products, market products and services on our online platform and provide beauty information and tips. The content of the Website is for your personal and non-commercial use only. You may only use the Website in accordance with these Terms of Service, and may not use the Website to engage in any unlawful activity or fraudulent purpose or to infringe on the rights of the Company, its affiliates or others.

2. NOT MEDICAL ADVICE

All content available on the Website, including but not limited to beauty information, product information and recommended products is believed to be accurate. However, the Website and its content does not consist of nor provide medical advice and is not a substitute for medical advice. Results consequential to contents displayed in the Website may vary. Always seek the advice of a registered doctor for any skin, hair, slimming and health issues that you have. Reliance on any information provided by or found on the Website is purely at your own risk. Information posted on the Website may not be accurate or current and the Company does not have an obligation under these Terms of Service to update the Website based on changes to applicable guidelines or laws.

3. PROPRIETARY INFORMATION

3.1 As between you and the Company, all content on the Website, including its appearance and look and feel, is owned by the Company unless otherwise expressly indicated on the Website. You may not modify, copy, distribute, transmit, display, perform or create derivative works from the content, information or material on the Website.

3.2 Any of the Company's trademarks, trade dress, service marks or trade names that appear on the Website or are referenced on the Website are the property of the Company and no license or other right to use such marks, names or dress shall be deemed granted without the express written permission of the Company.

4. TERMS AND CONDITIONS OF SALE

4.1 Eligibility

You **MUST** be over the age of eighteen (18), to place an order with the Company. Involvement of a parent or guardian is mandatory, if you are under the age of eighteen (18) and want to place an order with the Company.



4.2 Registration

You are required to create an account on the Website, before you place an order. The information you submit when creating an account must be accurate and true. Such information must also be kept up to date, by using the relevant sections of our Website to inform us of any changes. Creating multiple accounts is considered a misuse of the Website, and is thus prohibited.

4.3 Contract Formation

4.3.1 The contents of the Terms of Service and the information contained in the Website constitute an invitation to treat, as opposed to an offer for sale. No contract in respect of any products shall exist between the Company and you until your order has been accepted by us, evidenced by your receipt of a SMS/e-mail from us notifying you that we receive your orders. This is irrespective of whether or not funds have been deducted from your account. Please note that if we do not accept your offer or are unable to proceed with the transaction and funds have already been deducted, they will be fully refunded via the payment method used by you.

4.3.2 You are required to follow the online shopping process on the Website to place an order.

4.3.3 Only when a full payment is received, will the order be considered accepted by the Company.

4.4 Pricing and Payment

We will use reasonable endeavours to ensure that all details, descriptions and prices which appear on the Website are accurate, instances of errors may yet occur. If we discover an error in the pricing of any products which you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancel it.

- (i) All prices indicated on the Website are in Malaysian Ringgit. Services will be performed in the company beauty salon and products will be collected at the physical shop.
- (ii) We are in no way obligated to fulfil your order if the price indicated on the Website is incorrect (even after we have acknowledged your order).
- (iii) You will be transferred to our payment partner to make payment at the check-out page.

4.5 Mistaken Orders

If you realize that you have made a mistake with your order after submitting it, please contact us immediately.

4.6 Order Refusal

(i) We reserve the right to remove any products from the Website at any time and/or remove or edit any content or materials on the Website. We will use reasonable endeavours to always process all orders, unless in exceptional circumstances, where we may need to refuse to process an order after we have sent an order confirmation, which we reserve the right to do so any time, at our sole discretion.

(ii) In the event we cancel your order, and you have already made payment for your order, you will be given a full refund.

(iii) We are in no way liable to you or any other third party for removing any product from the Website, whether it has been sold or not, removing or editing any contents or materials on this Website or for refusing to accept or process an order.

4.7 All returns are subject to the conditions set out in our Return & Refund Policy.

4.8 No Right To Resell - You may not sell or resell any products which you purchase or otherwise receive from us.



5. SELF-COLLECT

5.1 All service that you have made payment on the website will be perform at our beauty salon physical shop.

5.2 All products that you have made payment on the website will be collected at our beauty salon physical shop. You are advised to check on the product packaging and expiry date before completing the buying process.

6. REGISTRATION AND PASSWORD

You are responsible for maintaining the confidentiality of your sign-in information. You are responsible for all uses of your account, whether or not authorised by you. You agree to immediately notify the Company of any unauthorised uses of your account.

7. LINKS AND THIRD PARTY CONTENT

7.1 The Website may contain links to third party websites or resources. Such links do not constitute endorsements by the Company of any third party websites accessible through such links, their content or any products or services made available thereon. You agree and acknowledge that the Company is not responsible or liable for any content or related materials contained on any of these third party websites.

7.2 Linking to the Website and/or framing any portions of the Website without the Company's express written permission is prohibited. You are granted a limited, revocable and nonexclusive right to create a hyperlink to the homepage of the Website so long as the link does not imply endorsement by the Company or portray the Company or the Website in a false, misleading, derogatory, disparaging or otherwise offensive manner.

8. NO WARRANTY

THE CONTENT AND OTHER MATERIALS CONTAINED HEREIN ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SUBCONTRACTORS, SUPPLIERS AND REPRESENTATIVES HEREBY DISCLAIM (1) ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE WEBSITE'S CONTENT, FUNCTIONS, OPERATION OR AVAILABILITY WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE WEBSITE OR THE SYSTEMS THAT MAKE IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND (2) ANY LIABILITY FOR ERRORS OR OMISSIONS IN THE CONTENT CONTAINED ON THE WEBSITE AND FOR ANY DOWNTIME EXPERIENCED ON THE WEBSITE.

9. USE BY MALAYSIAN RESIDENTS

The Website has been published in Malaysia and is directed towards residents of Malaysia. You agree to use the Website in accordance with all laws of Malaysia and the Terms of Service. If you access the Website from outside of Malaysia, you do so at your own risk and are responsible for complying with all applicable local laws. Any such foreign users should not rely on information appearing on this Website.



10. LIMITATION OF LIABILITY

10.1 The Company, and its officers, directors, employees and agents, shall not be responsible or liable for or in connection with browsing or other use of the Website or Content (as defined below) or downloading any materials or Content from the Website, including but not limited to any liability for errors, inaccuracies, omissions or misleading statements. Users of the Website expressly understand and agree that such use is at their own risk and that the Company shall not be liable to any user of the Website or Content, or to any third party, for any loss, expense or damage, including but not limited to consequential, incidental, special, direct, indirect or punitive damages of any kind, including lost profit or revenue, however such damages arise, that results directly or indirectly from the use of or reliance upon the Website and Content or other information obtained, downloaded, linked or otherwise accessed through the Website, even if the Company has been advised of the possibility of such damages.

10.2 Any transactions, communications or other dealings you have with third parties found on or through the Website are solely between you and the third party. The Company makes no representations or warranties with respect to such third parties offering services on the Website. The Company shall not be responsible nor liable for or in connection with any such third party transactions, communications or other dealings.

11. INDEMNIFICATION

You hereby agree to indemnify, defend, release and hold harmless the Company, its officers, directors, employees and agents from and against any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) incurred as a result of or arising from (i) your use of the Website or access by others to the Website under your authority or control or (ii) content or other information you submit, disclose, discuss or provide on the Website.

12. DISCLAIMERS

The Website allows you to access and view content, including but not limited to personal care regimens, facts, charts, projections and other related information provided by the Company, its licensors, users and other third parties (collectively, the "Content"). The Content contained on the Website is not guaranteed by the Company to be accurate, complete, current or reliable and is subject to errors, omissions or withdrawal without notice. No governmental authority has judged the merits or value, if any, of the information provided on the Website.

Additional disclaimers may appear within the body of the Website and are incorporated herein by reference.

13. TERMINATION OF ACCESS

You acknowledge that the Company may terminate your access to this Website for any reason, with or without cause.

14. CHANGES TO THE WEBSITE

The Company reserves the right to modify these Terms of Service and to change, suspend or discontinue all or any portion of the Website or its content at any time, in its discretion, without notice.



15. WAIVER

Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by the Company.

16. GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws of Malaysia, without giving effect to any principles of conflicts of laws, and the laws of Malaysia, regardless of where the user is based. You agree to bring any claims arising under these Terms of Service exclusively in courts within Malaysia.

17. INVALIDITY OF TERMS

If any part of these Terms of Service is found to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

18. PRIVACY POLICY

By accessing and using this Website, you agree to be bound by our Privacy Policy.

19. GENERAL

19.1 These Terms of Service constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications.

19.2 These Terms of Service shall be read together with the Returns & Refund Policy, and Privacy Policy. In the event of conflict, these Terms of Service shall prevail.

QUESTIONS, COMMENTS, COMPLAINTS OR SERVICE ISSUES

If you have any questions, comments, complaints or service issues pertaining to this Website, please contact us at cs@kiminobeauty.com.