# Terms & Policies

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# PRIVACY POLICY

#### INTRODUCTION

["SNK MARKET DATA RESEARCH SDN BHD"] ("we" or "us" or "our") respects the privacy of our users ("user" or "you"). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our website [our website] [our mobile application], including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the "Site"). Please read this privacy policy carefully. If you do not agree with the terms of this privacy policy, please do not access the site.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of this Privacy Policy. Any changes or modifications will be effective immediately upon posting the updated Privacy Policy on the Site, and you waive the right to receive specific notice of each such change or modification.

You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Site after the date such revised Privacy Policy is posted.

#### **PLEASE NOTE:**

Hence forth we use [ our website] to represent any of the following website developed and maintained by SNK Market data research sdn. Bhd.

- 1. www.snkmdr.com | \*.snkmd.com\*
- 2. www.auto-boxe.com | \*.auto-boxe.com\*
- 3. www.cols365.com | \*.cols365.com\*
- 4. www.allclaims.com.my | \*.allclaims.com.my\*
- 5. www.snkmdr.com/meet\* | \*meet.ols365.com\*

Hence forth we use [ our Mobile Application] to represent any of the following website developed and maintained by SNK Market data research sdn. Bhd.

- 1. Allclaims-TH
- 2. Allclaims MY
- 3. Allclaims BI
- 4. COLS365
- 5. COLS DISTRIBUTOR
- 6. MMP

#### **COLLECTION OF YOUR INFORMATION**

We may collect information about you in a variety of ways. The information we may collect on the Site includes:

#### Personal Data

Personally identifiable information, such as your name, shipping address, email address, and telephone number, and demographic information, such as your age, gender, hometown, and interests, that you voluntarily give to us [when you register with the [ our website] or [ our mobile application] or when you choose to participate in various activities related to the [ our website] or [ our mobile application], such as online chat and message boards. You are under no obligation to provide us with personal information of any kind, however your refusal to do so may prevent you from using certain features of the [ our website] or [ our mobile application].

#### Derivative Data

Information our servers automatically collect when you access the Site, such as your IP address, your browser type, your operating system, your access times, and the pages you have viewed directly before and after accessing the Site. [If you are using our mobile application, this information may also include your device name and type, your operating system, your phone number, your country, your likes and replies to a post, and other interactions with the application and other users via server log files, as well as any other information you choose to provide.]

#### Financial Data

Financial information, such as data related to your payment method (e.g. valid credit card number,

card brand, expiration date) that we may collect when you purchase, order, return, exchange, or request information about our services from the [our website] or [our mobile application]. [We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by our payment processor, [Amazon Payments,] [Authornize.Net,] [Braintree Payments,] [Chargify,] [Dwolla,] [Google Checkout,] [Paypal,] [SafeCharge,] [Stripe,] [WePay,] [2Checkout,] [ipay88],[Any Other Authorized Payment Gateway], and you are encouraged to review their privacy policy and contact them directly for responses to your questions.]

#### **Facebook Permissions**

The Site [and our mobile application] may by default access your Facebook basic account information, including your name, email, gender, birthday, current city, and profile picture URL, as well as other information that you choose to make public. We may also request access to other permissions related to your account, such as friends, check-ins, and likes, and you may choose to grant or deny us access to each individual permission. For more information regarding Facebook permissions, refer to the Facebook Permissions Reference page.

#### Data From Social Networks

User information from social networking sites, such as [Apple's Game Center, Facebook, Google+, Instagram, Pinterest, Twitter], including your name, your social network username, location, gender, birth date, email address, profile picture, and public data for contacts, if you connect your account to such social networks. [If you are using our mobile application, this information may also include the contact information of anyone you invite to use and/or join our mobile application.]

#### Mobile Device Data

Device information, such as your mobile device ID, model, and manufacturer, and information about the location of your device, if you access the Site from a mobile device.

#### Third-Party Data

Information from third parties, such as personal information or network friends, if you connect your account to the third party and grant the Site permission to access this information.

#### Data From Contests, Giveaways, and Surveys

Personal and other information you may provide when entering contests or giveaways and/or

responding to surveys.

#### Mobile Application Information

If you connect using our mobile application:

- **Geo-Location Information**. We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using our mobile application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.
- Mobile Device Access. We may request access or permission to certain features from your mobile device, including your mobile device's [Bluetooth, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, social media accounts, storage,] and other features. If you wish to change our access or permissions, you may do so in your device's settings.
- Mobile Device Data. We may collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and IP address.
- **Push Notifications**. We may request to send you push notifications regarding your account or the Application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

#### **USE OF YOUR INFORMATION**

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the [our website] or [our mobile application] to:

- Administer sweepstakes, promotions, and contests.
- Assist law enforcement and respond to subpoena.
- Compile anonymous statistical data and analysis for use internally or with third parties.
- Create and manage your account.
- Deliver targeted advertising, coupons, newsletters, and other information regarding promotions and the [our website] or [our mobile application] to you.
- Email you regarding your account or order.
- Enable user-to-user communications.
- Fulfill and manage purchases, orders, payments, and other transactions related to the Site

[and our mobile application].

- Generate a personal profile about you to make future visits to the [ our website] or [ our mobile application] more personalized.
- Increase the efficiency and operation of the [our website] or [our mobile application].
- Monitor and analyze usage and trends to improve your experience with the Site [and our mobile application].
- Notify you of updates to the [our website] or [our mobile application].
- Offer new products, services, [ our website] , [ our mobile application] and/or recommendations to you.
- Perform other business activities as needed.
- Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
- Process payments and refunds.
- Request feedback and contact you about your use of the Site [and our mobile application] .
- Resolve disputes and troubleshoot problems.
- Respond to product and customer service requests.
- Send you a newsletter.
- Solicit support for the [our website] or [our mobile application].

#### **DISCLOSURE OF YOUR INFORMATION**

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

#### By Law or to Protect Rights

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

#### Third-Party Service Providers

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.

#### **Marketing Communications**

With your consent, or with an opportunity for you to withdraw consent, we may share your information with third parties for marketing purposes, as permitted by law.

#### Interactions with Other Users

If you interact with other users of the [our website] or [our mobile application], those users may see your name, profile photo, and descriptions of your activity, including sending invitations to other users, chatting with other users, liking posts, following blogs.

#### **Online Postings**

When you post comments, contributions or other content to the [our website] or [our mobile application], your posts may be viewed by all users and may be publicly distributed outside the Site [and our mobile application] in perpetuity.

#### Third-Party Advertisers

We may use third-party advertising companies to serve ads when you visit the [our website] or [our mobile application]. These companies may use information about your visits to the Site [and our mobile application] and other websites that are contained in web cookies in order to provide advertisements about goods and services of interest to you.

#### **Affiliates**

We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

#### **Business Partners**

We may share your information with our business partners to offer you certain products, services or promotions.

#### Offer Wall

[ our website] or [ our mobile application] may display a third-party hosted "offer wall." Such an offer wall allows third-party advertisers to offer virtual currency, gifts, or other items to users in return for acceptance and completion of an advertisement offer. Such an offer wall may appear in our mobile application and be displayed to you based on certain data, such as your geographic area or demographic information. When you click on an offer wall, you will leave our mobile application. A unique identifier, such as your user ID | Member ID, will be shared with the offer wall provider in order to prevent fraud and properly credit your account.

#### Social Media Contacts

If you connect to the [our website] or [our mobile application] through a social network, your contacts on the social network will see your name, profile photo, and descriptions of your activity.

#### Other Third Parties

We may share your information with advertisers and investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, as permitted by law.

#### Sale or Bankruptcy

If we reorganize or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline honor commitments we made in this Privacy Policy.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

#### TRACKING TECHNOLOGIES

#### Cookies and Web Beacons

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the [our website] or [our mobile application] to help customize the [our website] or [our mobile application] and improve your experience. When you access the [our website] or [our mobile application], your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the Site [or our mobile application]. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

#### Internet-Based Advertising

Additionally, we may use third-party software to serve ads on the [our website] or [our mobile application], implement email marketing campaigns, and manage other interactive marketing initiatives. This third-party software may use cookies or similar tracking technology to help manage and optimize your online experience with us. For more information about opting-out of interest-based ads, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

#### Website Analytics

We may also partner with selected third-party vendors[, such as [Adobe Analytics,] [Clicktale,] [Clicky,] [Cloudfare,] [Crazy Egg,] [Flurry Analytics,] [Google Analytics,] [Heap Analytics,] [Inspectlet,] [Kissmetrics,] [Mixpanel,] [Piwik,] and others], to allow tracking technologies and remarketing services on the Site [and our mobile application] through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of the Site [and our mobile application], determine the popularity of certain content and better understand online activity. By accessing the Site[,our mobile application,], you consent to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions. We do not transfer personal information to these third-party vendors. However, if you do not want any information to be collected and used by tracking technologies, you can visit the third-party vendor or the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser's cookies files may also clear certain optout cookies, plug-ins, or settings.

#### THIRD-PARTY WEBSITES

The [ our website] or [ our mobile application] may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you have used these links to leave the [ our website] or [ our mobile application], any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information. Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the [ our website] or [ our mobile application].

#### **SECURITY OF YOUR INFORMATION**

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

#### **POLICY FOR CHILDREN**

We do not knowingly solicit information from or market to children under the age of 18. If you become aware of any data we have collected from children under age 18,Please contact us using the contact information provided in [ our website] or [ our mobile application].

#### **CONTROLS FOR DO-NOT-TRACK FEATURES**

Most web browsers and some mobile operating systems [ our website] or [ our mobile application]

include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Policy.

#### **OPTIONS REGARDING YOUR INFORMATION**

#### **Account Information**

You may at any time review or change the information in your account or terminate your account by:

- Logging into your account settings and updating your account
- Contacting us using the contact information provided below
- Write email to Helpdesk@snkmdr.com

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

#### **Emails and Communications**

If you no longer wish to receive correspondence, emails, or other communications from us, you may opt-out by:

- Noting your preferences at the time you register your account with the [ our website] or [ our mobile application]
- Logging into your account settings and updating your preferences.
- Contacting us using the contact information provided below

If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

#### **CONTACT US**

If you have questions or comments about this Privacy Policy, please contact us at:

#### SNK MARKET DATA RESEARCH SDN. BHD.

- 15F 1A, 15th Floor, Tower 2, @PFCC, Jalan Puteri 1/2, Bandar Puteri, 47100 Puchong.
- Phone: + 603 8068 9408 / + 603 8068 9409
- Fax: + 603 8061 4911
- Email Helpdesk@snkmdr.com | information@snkmdr.com

# PROHIBITED AND RESTRICTED ITEMS POLICY

#### INTRODUCTION

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- 2. www.auto-boxe.com | \*.auto-boxe.com\*
- 3. www.cols365.com | \*.cols365.com\*
- 4. www.allclaims.com.my | \*.allclaims.com.my\*

Hence forth we use [ our Mobile Application] to represent any of the following website developed and maintained by SNK Market data research sdn. Bhd.

- 1. Allclaims-TH
- 2. Allclaims MY
- 3. Allclaims BI
- 4. COLS365
- 5. COLS DISTRIBUTOR
- 6. MMP

#### PROHIBITED AND RESTRICTED ITEMS POLICY

It is Seller's responsibility to ensure that their proposed item complies with all laws and is allowed to be listed for sale in accordance with [ our website] or [ our mobile application] **terms and policies** before listing the item on the selling platform. For the Sellers' convenience, [ our website] or [ our mobile application] has provided below a non-exhaustive guideline on prohibited and restricted items that are not allowed for sale on [ our website] or [ our mobile application] . [ our website] or [ our mobile application] will update this guideline from time to time where necessary. Please visit this page regularly for updates.

#### **VIOLATION OF OUR TERMS OF SERVICE**

Violations of this Prohibited and Restricted Items Policy may subject the Seller to a range of adverse actions, including but not limited to any or all of the following:

Listing deletion

Limits placed on Account privileges

Account suspension and termination

#### LIST OF PROHIBITED AND RESTRICTED ITEMS

LIST OF TROUBLIED AND RESTRICTED HEMS						
	Animal and wildlife products (including, without limitation, wild animals)					
	Artifacts and Antiquities					
	Counterfeit currency and stamps					
	Credit and debit cards					
	Currency including, without limitation, digital currency					
	Drugs, medicines (prescribed or non-prescribed), drug-like substances and associated paraphilia					
	Telecommunication equipment that has not been registered with the Malaysian Communications And Multimedia Commission (MCMC), and electronic surveillance equipment and other similar electronic equipment such as cable TV de-scramblers, radar scanners, traffic signal control devices, wiretapping devices and telephone bugging devices					
	Embargoed goods					
	Firearms weapons such as penner spray replicas, and stup guns, etc.					

Government or Police related items such as badges, insignia or uniforms Human parts or remains Lock-picking devices Lottery tickets **Pesticides** Potentially infringing items: Items including but not limited to replicas, counterfeit items, and unauthorized copies of a product or item which may be in violation of certain copyrights, trademarks, or other intellectual property rights of third parties. Services: Unless expressly allowed by [ our website] or [ our mobile application], the provision of services, including but not limited to services that are sexual, illegal in nature or in violation of the Terms of Service, are prohibited on [ our website] or [ our mobile application] platform. Slot machines Recalled items Shares, stock, other securities and stamps Tobacco or tobacco-related products, including without limitation electric cigarettes

Obscene, seditious or treasonous materials

Publications, books, films, videos and/or video games that do not comply with applicable laws in the country of sale and/or delivery

Stolen goods

Mislabeled goods

Goods that are currently sold within any Multi-level Marketing (MLM) network as their anchor product(s).

And any other items illegal or restricted in the jurisdiction of the Buyer and/or the Seller or which otherwise encourage illegal or restricted activities.

#### **Prohibited Food**

For the safety of our Users, Sellers may not list the following food and food-related items on [ our website] or [ our mobile application]:

Listings containing medicinal claims - that is, a claim that the item is intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans and/or animals, contraception, inducing anesthesia or otherwise preventing or interfering with the normal operation of a physiological function, whether permanently or temporarily, and whether by way of terminating, reducing or postponing, or increasing or accelerating, the operation of that function or in any other way (for example, pharmaceutical drugs, contact lenses, misbranded dietary supplements);

Noxious food items - Food which contains any prohibited substances or substances in excess of permitted proportions, adulterated food without fully informing Buyer at the time of sale of the nature of the transaction;

Non-pasteurized dairy products;

Wild mushrooms

Any other food items hazardous to human health.

#### **Non Prohibited Food**

Food not falling into the Prohibited Food category above must adhere to these minimum standards and guidelines

Expiration dates – all food items must be clearly and properly labelled with an expiration or "use by" date. Expired food items must not be listed.

Sealed containers – all food and related products sold on the Site should be packaged or sealed to ensure that Buyer can identify evidence of tampering or defect.

Perishable food items - Sellers who list perishable items should clearly identify in the item description the steps that they will take to ensure that the goods are properly packaged.

If you see a listing that violates our policies, please report it to us by from contact us page. When a policy violation occurs, we will send an email, system message and push notification to Seller to let them know that the listing has been removed from our [ our website] or [ our mobile application]. We will also send an notification to Buyer of said listing. You are responsible for ensuring that your phone settings allow you to receive notifications.

# RETURN POLICY

All Goods sold on the Platform is covered under the [our website] or [our mobile application] 1 Days Easy Returns or 2 Days Easy Returns depending on the Goods sold ("Return Policy"). Buyer may initiate the returns process by communicating with [our website] or [our mobile application] or Seller through the Platform. The logo(s) of the Return Policy for each Goods can be found on the Goods' product page.

Buyer may, by completing the Online Return Form, apply to return the purchased Goods to [ our website] or [ our mobile application] or Seller in exchange for a replacement or a refund. Buyer shall ensure that the purchased Goods is returned to [ our website] or [ our mobile application] or Seller within 1 or 2 calendar days from the delivery date, depending on the applicable Return Policy. For avoidance of doubt, the countdown starts from the date the Buyer received the purchased Goods to the post stamp date on the return parcel. In case of damaged Goods, please contact [ our website] or [ our mobile application] or Seller within 48 hours of receiving the delivery to expedite the claim process.

# Buyer may only apply for return of the purchased Goods in the following circumstances:

The Goods delivered to Buyer is defective and/or damaged on delivery;

The Goods, in particular fashion items, which does not fit (not applicable for fashion items from overseas Sellers):

The Goods delivered to Buyer is materially different from the description provided by Seller in the listing of the Goods;

The Goods delivered to Buyer does not match the agreed specification (e.g. wrong Model, Size etc.) stipulated in the order;

Such other circumstances which may be prescribed by [ our website] or [ our mobile application] on the Platform;

The application for return of Purchased Goods may also be subject to additional terms and conditions prescribed by [ our website] or [ our mobile application] on the Platform. Please contact Help Center for further details.

#### Questions and complaints with regards to returns

If you have any questions or complaints, (i) you may either contact the Seller directly via the Platform or (ii) contact [ our website] or [ our mobile application] using the "Contact Us" page on the Platform, as applicable.

In the event that Buyer is unable to resolve any dispute with Seller directly through amicable negotiations, [ our website] or [ our mobile application] reserves the right to suggest and implement an appropriate resolution at its sole discretion.

# SYSTEM POLICY

#### System Rules

You agree to be bound by certain rules which are important for the proper use of [ our website] or [ our mobile application]. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service.

First, do not tell others your password or let your account be used by anyone except yourself. [ our website] or [ our mobile application] will not responsible for any misuse.

Second, do not attempt to abuse, misuse and spam utilizing [ our website] or [ our mobile application].

Third, while you should feel free to express yourself, you should respect other users of the system and shall not perform or attempt to attack or injure others.

Fourth, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

#### **Prohibited Host & Activities**

You agree that you will not distribute, electronically transmit or display any materials supplied by you -or through you by a third party -to any [ our website] or [ our mobile application]Services in connection with Customer's use of the Services which:

- 1. Violate any state, federal or foreign laws or regulations;
- 2. Infringe on any intellectual property rights (e.g. copyright, trademark, patent or other proprietary rights) of [ our website] or [ our mobile application]Services or any third party;
- 3. Are defamatory, slanderous or trade libelous;
- 4. Are threatening, harassing, and discriminatory
- <sup>5.</sup> Contain viruses or other computer programming defects which result in damage to [ our website] or [ our mobile application] Services or any third party.
- 6. To send unsolicited or unwelcome or bulk electronic mail messages spamming to anyone

or otherwise cause excessive or disproportionate load on the Services.

- 7. For any unlawful purposes such as, but not limited to, vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person or displaying any message or posting which is offensive on moral, religious, communal or political grounds, or is abusive or of an indecent, obscene or menacing character;
- 8. To interfere with, damage, disrupt or unlawfully use or gain access to any service, equipment or computer network without authorization by the owner of the said service, equipment or computer network

[ our website] or [ our mobile application]reserves the right to terminate, without warning, any account that violates this policy. Usage of [ our website] or [ our mobile application] constitutes acceptance and understanding of this policy. Direct violation of these terms and conditions and may lead to the immediate suspension of your service and possible closure of your account. Violation of the terms and condition disqualifies your account from any refund.

#### Modification of Terms of Use

[ our website] or [ our mobile application] reserves the right, at any time, to modify, alter or update these Terms & Conditions. Any modifications shall be effective upon the posting by [ our website] or [ our mobile application] the modified Terms & Conditions on this Web page. You agree to review this Web page periodically so that you are aware of any such modifications. Your continued use of the Service after any such modifications have been posted on this Web page shall be deemed your acceptance of any changes or modifications to the Terms of Use. If at any time the terms and conditions of this Terms of Use are no longer acceptable to you, you should immediately cease use of the Service. You agree that the above-listed standards for notice of changes are reasonable.

#### Limitation of Liability

YOU MUST BEAR THE RISK OF ANY LIABILITY RELATING TO YOUR USE OF ALLCLAIMS SERVICE. YOUR USE OF [ our website] or [ our mobile application] ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH [ our website] or [ our mobile application] SERVIC, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM, REGARDLESS OFTHE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE

ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

### DISCLAIMER

#### INTRODUCTION

The information provided by [SNK MARKET DATA RESEARCH SDN BHD] ("we," "us" or "our") on [our website] or [our mobile application] is for general informational purposes only. All information on the [our website] or [our mobile application] is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the [our website] or [our mobile application].

Under no circumstance shall we have any liability to you for any loss or damage of any kind incurred as a result of the use of the [our website] or [our mobile application] or reliance on any information provided on the [our website] or [our mobile application]. Your use of the [our website] or [our mobile application] and your reliance on any information on the [our website] or [our mobile application] is solely at your own risk

[ our website] or [ our mobile application]

#### **EXTERNAL LINKS DISCLAIMER FOR WEBSITE**

The [our website] or [our mobile application] may contain (or you may be sent through the [our website] or [our mobile application] links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us.

We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the site or any website or feature linked in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

#### PROFESSIONAL DISCLAIMER FOR WEBSITE

The [our website] or [our mobile application] cannot and does not contain [medical/legal/fitness/health/other] advice.

The [legal/medical/fitness/health/other] information is provided for general informational and educational purposes only and is not a substitute for professional advice.

Accordingly, before taking any actions based upon such information, we encourage you to consult with the appropriate professionals. We do not provide any kind of [medical/legal/fitness/health/other] advice. The use or reliance of any information contained on this [our website] or [our mobile application] is solely at your own risk.

#### **TESTIMONIALS DISCLAIMER FOR WEBSITE**

The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. Your individual results may vary.

The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the [our website] or [our mobile application] as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. [We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.]

The testimonials on the Site are not intended, nor should they be construed, as claims that our products and/or services can be used to diagnose, treat, mitigate, cure, prevent or otherwise be used for any disease or medical condition. No testimonials have been clinically proven or evaluated.

# PAYMENT TERMS

#### INTRODUCTION

["SNK MARKET DATA RESEARCH SDN BHD"] ("we" or "us" or "our") respects the privacy of our users ("user" or "you"). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our website [our website] [our mobile application], including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the "Site"). Please read this privacy policy carefully. If you do not agree with the terms of this privacy policy, please do not access the site.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of this Privacy Policy. Any changes or modifications will be effective immediately upon posting the updated Privacy Policy on the Site, and you waive the right to receive specific notice of each such change or modification.

You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Site after the date such revised Privacy Policy is posted.

#### **PLEASE NOTE:**

Hence forth we use [ our website] to represent any of the following website developed and maintained by SNK Market data research sdn. Bhd.

- 1. www.snkmdr.com | \*.snkmd.com\*
- 2. www.auto-boxe.com | \*.auto-boxe.com\*
- 3. www.cols365.com | \*.cols365.com\*
- 4. www.allclaims.com.my | \*.allclaims.com.my\*

Hence forth we use [ our Mobile Application] to represent any of the following website developed and maintained by SNK Market data research sdn. Bhd.

- 1. Allclaims-TH
- 2. Allclaims MY
- 3. Allclaims BI
- 4. COLS365
- 5. COLS DISTRIBUTOR
- 6. <sub>MMP</sub>

We will process sellers payment settlement in three cycle per month as mentioned below;

- 1. 7th Day of month;
- 2. 14th Day of month;
- 3. 21st Day of month.

Provided seller is eligible to get paid under terms & condition provided in the website.

## OPERATIONAL PROCEDURE

#### INTRODUCTION

["SNK MARKET DATA RESEARCH SDN BHD"] ("we" or "us" or "our") respects the privacy of our users ("user" or "you"). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our website [our website] [our mobile application], including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the "Site"). Please read this privacy policy carefully. If you do not agree with the terms of this privacy policy, please do not access the site.

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#### **PLEASE NOTE:**

Hence forth we use [our website] or company to represent any of the following website developed and maintained by SNK Market data research sdn. Bhd.

- 1. www.snkmdr.com | \*.snkmd.com\*
- 2. www.auto-boxe.com | \*.auto-boxe.com\*
- 3. www.cols365.com | \*.cols365.com\*
- 4. www.allclaims.com.my | \*.allclaims.com.my\*

Hence forth we use [our Mobile Application] or [Our Mobile App] to represent any of the following website developed and maintained by SNK Market data research sdn. Bhd.

- 1. Allclaims-TH
- 2. Allclaims MY
- 3. Allclaims BI
- 4. COLS365
- 5. COLS DISTRIBUTOR
- 6. MMP

Hence forth we use retailer to represent vendors who signed up with our company for selling their product using [ our website] or [Our Mobile App].

#### Operational Procedure between the company and the customer

- 1.1 The customer shall be able to purchase the product via [Our Website] or [Our Mobile App].
- 1.2 Upon payment completion by the customer, provided the customer has registered a valid email address when using the [Our Website] or [Our Mobile App] Portal, an Order summary shall be automatically sent by [Our Website] or [Our Mobile App] to the Customer's email.
- 1.3 The Customer shall be able to pick up or [delivery to customer via delivery service] the Product at the designated locations as may be selected by the Customer when purchasing via the [Our Website] or [Our Mobile App].
- 1.4 The company shall arrange pickup of items from the Retailer and arrange for shipping and delivery to customers, based on the certain terms & condition agreed by company & retailer.
- 1.5 All goods are considered sold and non refundable subjected to return policy, upon collection at Retailers pick up point. The Retailer will ensure all items are in good condition and as advertised.

#### Operational Procedure between the Retailer and the Customer

#### 2.1 Customer Contact

Subject to (Confidentiality; Privacy and Data Protection) of this Agreement, and of the Retailer is required to contact a Customer for the purposes if delivering the Product, the Company shall provide the Retailer with such relevant Customer Information on the Retailer Portal.

#### 2.2 Customer Service

- (a) The Retailer shall ensure a smooth customer service process, including answering any Customer complaints in writing within a short time frame.
- (b) The Company reserves the right at any time to respond to Customer complaints, including by contacting Customers directly; and where necessary, the Retailer shall provide such assistance required by the Company in resolving the complaint.
- (c) If the Company provides compensation in the form of refund and/or damages to a Customer in connection with a Customer complaint, the Retailer shall bear the compensation amount which shall be set off against any amounts owed by the Company to the Retailer if sufficiently owed. If the amount is insufficient, the Retailer shall reimburse the Company directly for the compensation awarded to the Customer.
- (d) The Retailer shall ensure that it provides the Customer with complete and accurate address; hours and dates of operations; and a valid phone number. If any of the information related to the designation pick-up location changes or [delivery to customer via delivery service], the Retailer shall promptly notify the Company in writing such changes.

#### Operational Procedure between the Retailer and the Company

- 3.1 Upon confirmation of payment by the Customer, the Company shall:
- (a) email an Order request to the Retailer; and
- (b) update the Retailer Portal with the Order Information.
- 3.2 It shall be the responsibility of the Retailer to ensure that:
- (a) The Product is available for pick at the designation pick up location following the Company's email on the Order Information.
- (b) The Product has been picked up by Company from the Retailer for delivery to customer.
- (c) If the Product is not picked up by Company within the relevant time provided to the Customer on the [Our Website] or [Our Mobile App] Portal, the Company shall issue a refund of the Sales Proceeds to the Customer; or the Company may process such refund on the Retailer's behalf, whichever deemed as more expedient and suitable as may be decided by the Company;

- (d) the Company shall update the Retailer Portal upon collection of the Product by the Customer; and
- (e) Any Retailer terms and conditions between the Retailer and the Customer is updated as and when required, the Retailer provides the Customer terms and conditions to the Company in the format requested by the Company and to ensure that Customers are complying with the said Customer terms and conditions.