On-us Company Limited Smart-Space FinTech, L4, Core E, Cyberport 3, 100 Cyberport Road, Hong Kong Tel: (852) 3595 3648 Email: sales@on-us.com

On-us Voucher Pack

Terms Of Use

1. Services

1.1 The On-us Express is provided by On-us Group Holdings Ltd. ("On-us", "we", or "us"). Our site facilitates a convenient way to purchase and distribute vouchers online ("services").

1.2 The On-us Express facilitates the seamless distribution of vouchers for small-to-medium sized businesses, catered towards two primary types of firms: Gifting and Recognition and Interactive Incentives.

1.2.1 "Gifting and Recognition" refers to marketers that want the simplest form of voucher distribution through a Greeting Card form, which can be sent to potential customers allowing for seamless acquisition and redemption of vouchers.

1.2.2 "Interactive Incentives" refer to marketers that intend to provide customers with a convenient method of voucher distribution through the use of our Distribution Form solution.

1.3 This Terms of Use governs the contractual relationship between On-us and Users of the On-us Express. The Terms of Use should be read carefully. By accessing or utilizing On-us Express, you agree to be bound by these terms and all terms incorporated herein by reference.

1.4 We reserve the right to make changes to the Terms of Use from time to time without providing any prior notification. The amended Terms of Use are effective from the date they are published to our site. Your continued access and use of our site and our services shall represent your unconditional acceptance of the latest version of the Terms of Use.

1.5 The meaning of some words used in this Terms of Use:

1.5.1 "we", "us", or "our" has the meaning given in clause 1.1.

1.5.2 "you" or "your" is a reference to the person to whom we are providing the services and who is required to pay for the vouchers.

2 Registration

2.1 You are required to register with us when you use the services or place an order. By registering, you are making a statement, upon which we are entitled to rely, that you are at least 18 years old and capable of forming a legally binding contract.

2.2 In consideration of your use of our services, you agree to:

2.2.1 Provide accurate, truthful, current and complete information when creating your account;

2.2.2 Maintain and promptly update your account information. If we have reasonable grounds to suspect that any information is inaccurate, untrue, not current or incomplete, we have the right to suspend or terminate your registration;

2.2.3 Take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

3. Order

3.1 When you place an order, you are making an offer to purchase the specified vouchers from us at the stated price. You cannot cancel an order once it has been submitted, even if our acceptance or rejection of your order is still pending.

3.2 We will acknowledge your order to confirm that we have received your order by email. The confirmation will provide:

3.2.1 details of what you have ordered,

3.2.2 details of the price charged, and

3.2.3 information about the progress of your order.

3.3 We reserve the right not to accept or cancel an order for any reasons at our sole discretion, including without limitation:

3.3.1 No sufficient stock to distribute the vouchers you have ordered;

3.3.2 One or more of the vouchers you ordered was listed at an incorrect price due to a human or computer error or an error in the pricing information provided by the merchant; or

3.3.3 Suspected fraudulent activity, including but not limited to (a) inaccurate payment amounts; and (b) incomplete, untrue or invalid attachments.

3.4 If we cancel your order, we will notify you by email and will credit to your account any sum deducted by us from your bank account, credit card, or wallet as soon as possible, but in any event within 30 days of your order. You accept that we will not be obliged to offer any compensation for any disappointment suffered.

4. Payment

4.1 We only accept bank transfer payments, credit card payments, and debit card payments. Title in the vouchers does not pass to you until payment has been received.

4.2 We use third-party payment services to process online transactions. When you place an order, you agree and accept that your credit card information will be collected, processed, and kept by us and a payment service provider subject to its terms and conditions. You agree and accept that you are solely and exclusively responsible for any losses incurred or sustained by you in making credit card transactions, and in no event shall any such losses in whole or in part be borne by us.

4.3 Once an order is placed, any changes to the nature of the marketing campaign will incur additional charges. These changes include but are not limited to:

4.3.1 Changing the design of the Greeting Card after the order has been placed.

4.3.2. Changing the design of the Distribution Form after the order has been placed.

5. Returns Or Refunds

5.1 Unless otherwise specified, no return or refund of vouchers will be accepted. Please read the <u>Refund Policy</u> carefully before you place an order.

6. Affiliation

6.1 "Merchants" are the sellers of products or services.

6.2 You acknowledge and agree that On-us offers the services to connect you with independent merchants who provide the products and services available through the services.

6.3 You understand that On-us is not a merchant and that we are not affiliated with any merchants in our merchant network.

6.4 You acknowledge that On-us is not responsible for the actions or failures of any merchant.

7. Governing Law

7.1 These Legal Terms shall be governed by and defined in accordance to the laws of Hong Kong, Taiwan, and Malaysia, as applicable. On-us and yourself irrevocably consent that the courts of Hong Kong shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

8. Changes To Our Services

8.1 We reserve the right to make changes to our Terms of Use by altering this page without prior notice. You should regularly review our Terms of Use as your use of our services after any changes corresponds to an agreement to the changes. In the event that you do not agree to our Terms of Use, you should stop using the service.

8.2. We intend on making the user experience on our platform as smooth as possible. Thus, we reserve the right to update and make changes to the website at any time without prior notice. These may include interruptions and temporary moments of inaccessibility. We will not be liable for any of these interruptions to the website.

9. Limitations Of Liability

9.1 In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the services, even if we have been advised of the possibility of such damages.

10. Linked Websites

10.1 Certain links, including hypertext links, in our site will take you outside our site. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked site, its operator or its content. We are not responsible for the content of any website outside our site.

11. Intellectual Property

11.1 All intellectual property rights in the content, design, text, graphics and other material on our site and the selection or arrangement thereof are owned, controlled or licensed by or to us. Any authorisation used without our prior written permission is strictly prohibited.

11.2 All trademarks, voucher names, company names or logos used in our site are our property or that of their respective owners. No permission is given by us in respect of the use of any such trademarks, voucher names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

12. Vouchers

12.1 Vouchers offered by us shall only be applicable for one-off purchase at the marketer's outlet.

12.2 Vouchers are neither refundable nor redeemable for cash. Any unused amount will be forfeited.

12.3 You are not to engage in any arbitrage by reselling / trading On-us vouchers at a different price.

12.4 You will become the owner of the vouchers you have ordered once the order is successfully placed and the order is approved by the backend. For example:

12.4.1 Should you choose to send the voucher yourself, you can access them through a CSV file.

12.4.2 Should you choose to use our service to send the vouchers, the vouchers will be sent to a list of customers once we have received a phone number/ email list from you.

.....

13. Communications

13.1 If you have any questions regarding this Terms of Use or our service, please contact us at <u>supportexpress@on-us.com</u>.

13.2 By signing up for an On-us account or utilizing our services, you consent to receiving communications from On-us. These communications may be delivered through various mediums such as email, text message, and calls.

We reserve the right to terminate or vary the above offers from time to time without providing any prior notification. In the event of any dispute, our decision shall be final and conclusive.

Last Updated: October 2023