

MÖDERE™

TERMS OF USE

INTRODUCTION

Welcome to the MODERE.COM.MY website (the “site”). Modere Malaysia Sdn Bhd (hereafter “we”, “our”, “us” or “modere”) provides services to you subject to the notices, terms, and conditions set forth in this agreement (the “agreement”). In addition, when you use any of our services (e.g., Customer reviews), you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this agreement by this reference. We reserve the right to change this site and these terms and conditions at any time. **Accessing, browsing or otherwise using the site indicates your agreement to all the terms and conditions in this agreement, so please read this agreement carefully before proceeding.**

USE OF SITE

The Modere Site is not targeted towards, nor intended for use by, anyone under the age of 18. By using the Modere Site, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not access, use or register on the Modere Site. In the event we become aware you are under 18, we will terminate your registration.

Subject to the terms and conditions of this Agreement, we hereby grant you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purpose of shopping for personal items sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by Modere in writing. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by us in advance. Modere reserves the right to refuse service, terminate accounts, and/or cancel orders at its discretion, including, without limitation, in a situation where Modere believes that customer conduct violates applicable law or is harmful to its interests.

You shall not upload to, distribute, or otherwise publish through this Site any Content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

Content provided on this site is solely for informational purposes and not a substitute for medical advice. The Modere Site does not provide medical advice. It is your sole responsibility to consult a licensed physician or qualified health care professional for advice, diagnosis, and/or treatment of any health related condition. If you need immediate medical attention, contact your physician or local emergency medical professionals without delay. Submissions or opinions expressed on this Site are that of the individual expressing such Submission or opinion and may not reflect our opinions.

CHANGES TO THE MODERE SITE

You agree and understand that the Modere Site, including any and all features available via the Modere Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Modere Site implemented after your initial access to the Modere Site shall be subject to these Terms of Use. We reserve the right to investigate and take appropriate action, including legal action, in our sole discretion, against anyone who violates these Terms of Use, including without limitation, by removing any User Content posted in violation of these Terms of Use, terminating the registration of such violators or blocking such violator’s use of the Modere Site.

REGISTRATION

In order to access some features of the Modere Site, you may be required to register and submit an email address (“User ID”) and select a password. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. For example, you may not: (i) access an account controlled by another person with the intent to impersonate that person, or (ii) use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization. Failure to comply with the terms of this paragraph shall constitute a material breach of these Terms of Use, which may result in immediate termination of your account. In addition, we reserve the right to refuse registration of, or cancel a User ID in our discretion.

By providing Modere.com.my your email address, you consent to our using that email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your account settings at [Modere.com.my/account/settings](https://modere.com.my/account/settings). Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

SECURE PASSWORD GUIDELINES

Modere Malaysia Sdn Bhd recommends the following guidelines when establishing your Modere Site password:

- At least 8 characters
- At least 1 uppercase letter (A-Z)
- At least 1 lowercase letter (a-z)
- At least 1 numeric value (0-9)

It is also a sound practice to differentiate passwords across multiple online accounts. Using the same credentials for multiple online accounts creates the potential for security breaches.

Each time you use your User ID and password to access your Modere Site account, you will be deemed to be authorized to access and use the Site in a manner consistent with the terms and conditions of this Agreement, and we have no obligation to investigate the authorization or source of any such access or use of the Site. **You will be solely responsible for all access to and use of this site by anyone using the user id and password assigned to you whether or not such access to and use of this site is actually authorized by you, including without limitation, all communications and transmissions and all obligations (including without limitation financial obligations) incurred through such access or use.** You are solely responsible for protecting the security and confidentiality of the User ID and password assigned to you. You shall immediately notify us of any unauthorized use of your User ID and password or any other breach or threatened breach of this Site's security.

PLACING AN ORDER

At this time, Modere ships merchandise only to locations within Malaysia. Modere charges Goods and Services Tax for merchandise ordered on this Website. Orders cannot be changed or cancelled once submitted. All returns of merchandise are subject to the Modere return policy.

REVIEWS AND COMMENTS

Except as otherwise provided elsewhere in this Agreement or on the Site, anything that you submit or post to the Site and/or provide us, including without limitation, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "Submissions") is and will be treated as non-confidential and nonproprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you.

In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit with any review, comment, or other Content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments and other Content that you post on this Site and that use of your reviews, comments, or other Content by us will not infringe upon or violate the rights of any third party. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions or Content. We may, but shall not be obligated to, remove or edit any Submissions (including comments or reviews) for any reason.

INTELLECTUAL PROPERTY

All text, graphics, button icons, images, audio clips, and software (collectively, "Content"), belongs exclusively to Modere, or its affiliates. The collection, arrangement, and assembly of all Content on this Site (the "Compilation") belongs exclusively to Modere or its affiliates. All software used on this Site (the "Software") is the property of Modere, its affiliates or its Software suppliers. The Content, the Compilation and the Software are all protected by U.S. and international copyright laws. MODERE.COM.MY, MODERE.COM.MY (& design), and other logos, slogans, trade names or words are registered trademarks, trademarks or service marks of Modere, Inc., its affiliates or suppliers.

The use of any of our trademarks or service marks without our express written consent is strictly prohibited. You may not use our trademarks or service marks in connection with any product or service in any way that is likely to cause confusion. You may not use our trademarks or service marks in any manner that disparages or discredits us. You may not use any of our trademarks or service marks in meta tags without prior explicit consent.

PRIVACY POLICY

Please review our Privacy Policy, which also governs your visit to this Site, to understand our practices. Our Privacy Policy is available at images.modere.com/malaysia/docs/my-privacy-policy.pdf.

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate this Agreement or revoke any or all of your rights granted under this Agreement. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

INTERNATIONAL ACCESS

This Site may be accessed from countries other than Malaysia. This Site may contain products or references to products that are not available outside of Malaysia. Any such references do not imply that such products will be made available outside Malaysia. If you access and use this Site outside Malaysia you are responsible for complying with your local laws and regulations.

TYPOGRAPHICAL ERRORS

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. We shall have the right to refuse or cancel any

such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account in the amount of the charge.

APPLICABLE BY LAW

This site is created and controlled by us in the State of Utah, USA. As such, the laws of the State of Utah will govern these disclaimers, terms, and conditions, without giving effect to any principles of conflicts of laws.

MODERE CUSTOMER PERKS

ABOUT

Modere Customer Perks is a rewards program for customers of modere.com.my, where through qualified point earning opportunities - purchasing products and leaving customer reviews.

ACQUIRING POINTS

One point is accumulated for every RM5 spent excluding shopping credits. 5 points for every approved customer review. Rewards Points will be calculated on a rolling 12 month cycle from the purchase date. Gifts are awarded when a new level is reached once only. Modere has the right to change birthday gift at their discretion, limited to one per customer per year.

LEVEL	POINTS	SHIPPING DISCOUNT*	BIRTHDAY GIFT**	PRODUCT OF THE MONTH DISCOUNT***
ONE STAR	1 - 499	-	RM15	15% Off
TWO STAR	500 - 2,499	20% Off	RM30	30% Off
THREE STAR	2,500 - 4,999	50% Off	RM75	75% Off
FOUR STAR	5,000	FREE	RM150	FREE

NOTE:

Points expire 365 days after the day they are earned.

***Shipping Discount:** Minimum purchase of RM100 to entitle shipping discount. Local delivery only.

****Birthday Gift:** Customers have 30 days from their birthday to use their gift voucher

*****Product of the month discount:** One discounted Product of the Month item per month per customer.

MODERE CUSTOMER EXPERIENCE

ELIGIBILITY

Modere Customer Experience (“Experience”) is open to legal residents of Malaysia, who are 18 years of age or older as of date of entry. Modere employees and their immediate family members (parents, spouse, grandparents, siblings, children or grandchildren) and/or those living in the same household of Modere, Malaysia Sdn Bhd (“Modere”). Modere Social Marketers and each of their respective advertising and promotion agencies involved with this Experience, parent companies, subsidiaries, divisions, affiliates and related companies (collectively, the “Promotion Entities”) are not eligible to participate or win. All federal, state and local laws and regulations apply. Void where prohibited by law. Modere’s decisions are final on all matters relating to this Experience.

EXPERIENCE TIMING/DESCRIPTION:

The Experience begins at 12:00 a.m. Malaysia Time on 1/1/2017 and ends at 11:59 p.m. Malaysia Time on 31/12/2017 (“Promotion Period”). (1) One Grand Prize and twelve (12) Monthly Prizes will be awarded in this Experience. Monthly Entry Periods End Dates are defined in the chart below.

HOW TO ENTER:

Through Online: Eligible participants who make a purchase or submit a review on www.modere.com.my will receive one (1) Experience entry for each RM5 spent or review they submit. All entries must be received by the dates and times stated in the Entry Chart below to be eligible for that Monthly drawing, any subsequent Monthly drawings and the Grand Prize drawing. Limit one Monthly Prize per person/household, however Monthly Prize winners are also eligible to win the Grand Prize. Modere reserves the right to disqualify any Entry that it deems to be inappropriate, obscene or otherwise not in compliance with these Official Rules, not in good taste or not in keeping with Modere’s image, as determined by Modere in its sole discretion. Modere reserves the right, in its sole discretion, to disqualify any Entry at any time in the event it is determined that the Entrant has not complied with these Official Rules. Entries become the property of the Modere and will not be acknowledged or returned. Entrants and winner acknowledge and agree that Modere has the right to edit, adapt, modify, reproduce, promote and otherwise use Entries in any way it sees fit.

DRAWING TYPE	ENTRY END DATES AT 11.59PM	DRAWING DATE
Monthly prize drawing 1	31/01/2017	10/02/2017
Monthly prize drawing 2	28/02/2017	10/03/2017
Monthly prize drawing 3	31/03/2017	13/04/2017
Monthly prize drawing 4	30/04/2017	11/05/2017
Monthly prize drawing 5	31/05/2017	8/06/2017
Monthly prize drawing 6	30/06/2017	13/07/2017
Monthly prize drawing 7	31/07/2017	10/08/2017
Monthly prize drawing 8	31/08/2017	8/09/2017
Monthly prize drawing 9	30/09/2017	12/10/2017
Monthly prize drawing 10	31/10/2017	9/11/2017
Monthly prize drawing 11	30/11/2017	8/12/2017
Monthly prize drawing 12	31/12/2017	11/1/2018
Grand prize drawing	31/1/2017 - 31/12/2017	11/1/2018

PRIZES

One (1) Grand Prize: The Grand Prize winner will receive Retreat at Five Stars resort 3-day 2-night trip for two (2) RM5, 000. Actual value of trip prize depends upon the city of departure, time of travel, any airfare fluctuations and on current market conditions at time of prize fulfillment, and any difference between the stated ARV and the actual value if any, will not be awarded. If any part of the prize is unable to take place as planned, for any reason, including but not limited to, cancellation, scheduling conflicts or an event of force majeure, the remaining components of the prize will be awarded and Modere's obligation to the winner will be fulfilled, and no other additional compensation will be provided. Trip must be taken within one year of prize award. Certain restrictions and blackout dates may apply. Winner and travel companion must have valid travel documents (e.g. valid government-issued photo ID, valid passport, valid Visa) in order to travel.

Twelve (12) Monthly Prizes: A Modere-selected experience or merchandise prize with an approximate retail value of up to RM900. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Modere except as specifically provided by the manufacturer. Certain restrictions may apply and prizes may need to be used on specified date(s).

DRAWINGS

Winners will be selected in random drawings that will take place according to the dates stated in above. Odds of winning the Grand Prize depend upon the total number of eligible entries received. Odds of winning a Monthly Prize depend on the total number of eligible entries received each month. Prizes are nontransferable/no substitutions or alternatives allowed except by Modere who reserves right to award a prize of equal or greater value if stated prize (or portion of prize) is unavailable. Prize winners may not receive a cash alternative for stated prizes. The winners to be notified by personal contact or email.

GENERAL RULES

In the event of a dispute regarding an online entry, that entry will be deemed to be made by the authorized e-mail account holder at the time of entry. "Authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential Monthly Prize winners will be notified approximately 1 business day after the drawing date for their prize. The potential Grand Prize winner will be notified on or about 18/1/2017. The potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release and assignment of rights (as applicable) (except where prohibited) within 7 days of notification attempt, or prize will be forfeited and an alternate winner selected. Failure by a potential winner to provide complete and accurate information as required for tax purposes will result in forfeiture of prize. Monthly Prize winners will be required to sign and return a Liability/Publicity Release and assignment of rights (as applicable) (except where prohibited) within 48 hours of notification attempt, or prize will be forfeited and an alternate winner selected. Return of any prize or prize notification may result in disqualification and alternate selection.

Winner's travel companion must execute a release of liability prior to use of prize. By participating in this Experience, entrants agree to be bound by these Official Rules and the decisions of the Modere which are final. Modere and their, agencies are not responsible for lost, illegible or late entries, technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Experience or by any human error which may occur in the processing of entries in this Experience. Modere reserves the right in its sole discretion to

disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Experience or website; violates the Official Rules; or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Modere reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Experience if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of Modere and award the Monthly Prizes and Grand Prize from among all eligible online entries received (either monthly or overall) prior to cancellation. Modere and each of its employees, affiliates, subsidiaries, advertising and promotion agencies will have no liability or responsibility for any claim arising in connection with participation in this Experience or any prize awarded. Winners assume all liability for any injury or damage caused, or claimed to be caused including computer malfunction, by participation in this Experience or by use or redemption of any prize or by any related activities. Acceptance of a prize constitutes permission for the Promotion Entities to use winners' names, pictures, voices, likenesses and entries including, but not limited to, for advertising and promotional purposes without further compensation except where prohibited by law. All taxes related to the prizes are the responsibility of the individual winners. Travel Insurance is the sole responsibility of the winner. In the event that the Grand Prize winner and/or his/her traveling companion act in a disruptive or inappropriate manner as deemed by Modere in its sole discretion, Modere reserves the right to suspend the remainder of the trip.

Winners

For a list of winners, beginning on or about 29 February 2016, visit modere.com.my/rewards.

Modere Rewards and its benefits are nontransferable. Modere reserves the right to change program rewards and guidelines at any time without notice during the program year. Certain additional important restrictions may apply.

If you do not want to receive email communications on behalf of the Modere Rewards Program, you may opt out in your account settings at modere.com.my/account.

DISCLAIMER AND LIMITATION OF LIABILITY

THIS SITE, THE PRODUCTS OFFERED FOR SALE ON IT AND THE TRANSACTIONS CONDUCTED THROUGH IT ARE PROVIDED BY US ON AN "AS IS" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. EXCEPT FOR ANY WARRANTIES THAT ARE EXPRESSLY PROVIDED, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE

DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, DATA ACCURACY AND SYSTEM INTEGRATION. THIS SITE MAY INCLUDE INACCURACIES, MISTAKES OR TYPOGRAPHICAL ERRORS. WE DO NOT WARRANT THAT THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

DISPUTES

Any dispute relating in any way to your visit to the Site or to the products you purchase through the Site shall be submitted to confidential arbitration in Salt Lake City, Utah, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Utah. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Utah. Arbitration under these Terms of Use shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever banned.

OUR ADDRESS

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this site to:

MODERE MALAYSIA SDN BHD (188301-W) (AJL 93237)
(formerly known as Neways Worldwide Sdn Bhd)
LO-B (A), LEVEL CONCOURSE, PJX - HM SHAH TOWER
16A PERSIARAN BARAT, 46050 PETALING JAYA
SELANGOR DARUL EHSAN, MALAYSIA
Phone: +6-03-7966 6899
or email us at info@modere.com.my



MODERE MALAYSIA SDN BHD

(188301-W) (AJL 93237)

(formerly known as Neways Worldwide Sdn Bhd)

LO-B (A), LEVEL CONCOURSE, PJX-HM SHAH TOWER
16A PERSIARAN BARAT, 46050 PETALING JAYA
SELANGOR DARUL EHSAN
MALAYSIA