



Terms and Conditions (“Terms”)

Last updated: November 1, 2019

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using K-Globalink mobile application (the “Application”, the “Service”) operated by DBO Plus Sdn. Bhd. (“us”, “we”, or “our”) and K-LINK INTERNATIONAL Sdn. Bhd. (“the partner”).

Your access to and use of the Application and/or the Service is condition on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Application and/or the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may choose not to access the Application.

1. LOGIN

You may access areas of the K-GLOBALLINK mobile application that requires login using your K-LINK Distributor code and Password. You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account.

By login into the K-GLOBALLINK mobile application, you agree that:

(i) your account and password are personal to you and not to be used by anyone else to access the K-GLOBALLINK mobile application and K-LINK Distributor Area;

(ii) you will not login into K-GLOBALLINK mobile application for the purpose of abusing the functionality of the Application, or other users; nor will you seek to pass yourself off as another user;

You agree to notify us and/or the partner immediately if you become aware of any unauthorised use of your password or account identifiers by others.

2. CONDITIONS OF USE

2.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.

2.2. The Application is currently made available to you for your personal, non-commercial use. DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. reserves the right to amend or withdraw the Application, or charge you for the

application or service provided to you in accordance with these terms at any time and for any reason(s).

2.3. You acknowledge that the terms of agreement with your respective mobile network provider ('Mobile Provider') will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

2.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

3. DATA PROTECTION

Any personal information you supply to DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. when using the Application will be used by DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. in accordance with its Privacy Policy.

4. PRIVACY POLICY

DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. respect the privacy of individuals with regard to personal data and is committed to protecting the privacy of the users and strives to provide a safe and secure user experience. This Privacy Policy is formulated in accordance with the Personal Data Protection Act 2010, which describes how your information is collected and used, and your rights with respect to your Personal Data.

5. PROPRIETARY RIGHTS AND LICENCE

5.1. All trademarks, copyrights, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by DBO PLUS Sdn. Bhd. or by DBO PLUS Sdn. Bhd.'s licensor.

5.2. DBO PLUS Sdn. Bhd. hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use the Application for your K-LINK INTERNATIONAL Sdn. Bhd. business and personal use in accordance with these terms.

6. AVAILABILITY

6.1. This Application is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. will use reasonable efforts to make the Application available at all times. However, you acknowledge that the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside DBO PLUS Sdn. Bhd.'s and K-LINK INTERNATIONAL Sdn. Bhd.'s reasonable control.

6.2. DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. do not accept any responsibility whatsoever for unavailability of the Application or any difficulty or inability to download and/or access content and/or any other communication system failure which may result in the Application being unavailable.

7. SYSTEM REQUIREMENTS

7.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ('Software Requirements').

7.2. The Software Requirements are as follows: Apple iOS devices running iOS 8, and Android OS devices running Android OS 4.1; Language Requirements: English, Chinese (Simplified Chinese) and Bahasa Malaysia.

8. LIMITATION OF LIABILITY

8.1. We are not responsible for your online, offline, or in-person interactions with other users of K-LINK International K-GlobalLink platform whether as a distributor or guests. We disclaim all liabilities and warranties with respect to those interactions. We do not ordinarily conduct criminal background checks or screenings, sex offender register searches, or other background research on the users of K-LINK International K-GlobalLink platform. Although we have the right at any time using publicly available information to conduct criminal background checks on criminal background checks or screenings, sex offender register searches, or other background research of K-LINK International K-GlobalLink platform.

8.2. You should not expect that we will do so. We cannot guarantee, and assume no responsibility for verifying the accuracy of the statements of the users of K-LINK International K-GlobalLink platform or any information provided by the users.

8.3. You are solely responsible for your interactions with other users of K-LINK International K-GlobalLink platform and any other parties with whom you interact through K-LINK International K-GlobalLink platform whether online or offline. You interact with others at your own risk. Accordingly, our liability arising out of or related to K-LINK International K-Global Link platform - including as a result of online, offline, or in-person interactions with other K-LINK International K-GlobalLink platform users - shall be limited to the extent specified in our terms of use.

8.4. You agree to take all necessary safety precautions in all interactions with other users of K-LINK International K-GlobalLink platform, including if you decide to communicate with other users on or off K-LINK International K-GlobalLink platform, share information with other users or meet in- person.

9. TERMINATION

DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. may terminate or suspend your access to our Service immediately, without prior notice for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account in K-GLOBALLINK, you will need to inform DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. in writing of your wish to discontinue using the service (K-GLOBALLINK).

10. PRODUCT

K-LINK INTERNATIONAL Sdn. Bhd. offers a wide range of products for your convenient on e-shopping. Each product offered on e-Store has a detail description. You shall be responsible for confirming the information and content related to the items you wish to purchase through the information provided before you confirm purchase any order. It is presumed that you have full knowledge and understanding of the details of the items you are purchasing upon submission of your order.

11. YOUR ORDER

K-LINK INTERNATIONAL Sdn. Bhd. and DBO PLUS Sdn. Bhd. are determined to provide most accurate product and pricing information on the application; In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation or alteration.

K-LINK INTERNATIONAL Sdn. Bhd. shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card or bank account charged.

12. SHIPPING & DELIVERY

K-LINK INTERNATIONAL Sdn. Bhd. will process your confirmed order with payments as soon as your online purchase is completed. For delivery, you will receive your goods ordered within 3-5 working days. "Working Days" means Monday to Friday and does not include Saturday, Sunday and state, public and federal holidays.

13. K-PAGE

13.1 K-LINK INTERNATIONAL Sdn. Bhd. does not allow below activities to be posted:-

- Nudity or other sexually suggestive content
- Hate speech, credible threats or direct attacks on an individual or group
- Content that contains self-harm or excessive violence
- Fake or impostor profiles
- Spam

13.2 K-LINK INTERNATIONAL Sdn. Bhd. may review the abuse report and shall have the right to remove any activity when there is misuse get reported in K-PAGE.

13.3 K-LINK INTERNATIONAL Sdn. Bhd. may access, preserve and share information when we have a good faith believe it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of the investigations; or to prevent death or imminent bodily harm.

13.4 K-LINK INTERNATIONAL Sdn. Bhd. may terminate or suspend your access to our Service immediately, without prior notice for any reason whatsoever, including without limitation if you breach the Terms.

14. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, and for the avoidance of doubt, DBO PLUS Sdn. Bhd. and K-LINK INTERNATIONAL Sdn. Bhd. hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.
