

2020 Terms & Conditions (Terms of Use) 1Stop Gold Sdn Bhd

1. Introduction

1.1 This Terms of Use govern user access and the use of 1Stop Gold Sdn Bhd's online platform ("**Platform**") and the use of services, information and functions made available on the platform ("**Services**").

Before using the Platform or Services, you must read carefully and accept this Terms of Use and all other terms and conditions and policies concerning the use of the Platform and/or services (collectively known as "1Stop Gold Terms"). You are required to provide consent to the processing of personal data as described in the Privacy Policy.

1.2 The Terms of Use stated herein constitute a binding agreement between you and 1Stop Gold Sdn Bhd (Company No: 527958-T), a company incorporated under the laws of Malaysia and having a registered address at Unit B-6-8, Block B, Megan Avenue 1, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia ("1StopGold", "we", "us" or "our"). You agree to comply with all the terms and conditions hereof.

1.3 1Stop Gold reserves the right to change, modify, add, or remove portions of these Terms of Use and/or 1StopGold Terms at any time. Changes will be effective when posted on the Platform with no other notices provided, and you are deemed to be aware of and bound by any changes to the preceding upon your use of the Platform.

1.4 Subscribers of the Platform must be at least 18 years old.

2. Use of Platform and/or Services

2.1 We grant you a non-transferable and revocable license to use the Platform and/or Services, subject to these Terms of Use. Use on behalf of any third party is prohibited unless explicitly permitted by us in writing. Any breach of these Terms of Use shall result in immediate revocation of license granted herein without notice to you.

2.2 Content provided on this Platform is solely for information purposes. Product representations expressed on this Platform are those of the vendor and are not made by us. Submissions or opinions expressed on this Platform are those of the individual posting such as content and might not reflect our opinions.

2.3 Certain services and related features that may be made available on the Platform may require registration and subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate

and current personal information and to update such information if there are any changes promptly. Every user of the Platform is solely responsible for keeping their password and other account identifiers safe and secure. The user of the Platform is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorised use of your password or account. 1Stop Gold shall not be responsible or liable, directly, or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

2.4 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.

2.5 We reserve the right, but shall not be obliged to:

- i) Monitor, screen, or otherwise control any activity, content or material on the Platform and/or the Services. We may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and take any action as deemed appropriate;
- ii) Prevent or restrict any unauthorised user to the Platform and/or the Services;
 - Report any activity suspected to violate any applicable law to the appropriate authorities and after that cooperate with such authorities, and/or;
 - i) Request any information and data from you in connection with your use of the Platform and/or Services at any time, if you refuse to divulge such information and/or data if you have provided such information and/or data and we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

3. Our Limitation of Responsibility and Liability

3.1 Without limiting the preceding, 1Stop Gold does not warrant that the Platform and/or Services or the functions contained therein will be available, uninterrupted, timely, secure, accurate, complete or, error-free, that defects, if any, will be corrected, or that this Platform and/or the server are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.

3.2 1Stop Gold and all its respective officers, employees, directors, agents, contractors and assigns shall not be liable to you for any losses whatsoever or

howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

- i) Any access, use and/or inability to use the Platform of the Services;
- ii) Reliance on any data or information made through the platform and/or Services. You should not act on such data and information without first independently verifying its contents;
 - Any system, server or connection failure, error, omission, interruption, computer virus or other malicious, destructive or corrupting code, agent program or macros; and of the same.

3.3 Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Platform and/or Services is entirely at your own risk, and we shall not be liable, therefore.

4. Hyperlinks, Communications and Use of This Website and Other Social Networks (Including Facebook, Twitter, Instagram, and Youtube)

4.1 For your convenience, we may include hyperlinks to other websites or content on the Platform that are owned or operated by third parties. Such linked websites or content are not under control, and we are not liable for any errors, omission, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content, and you agree to access to, or use of such linked websites or content is entirely at your own risk.

4.2 The 1Stop Gold website uses cookies to monitor browsing preferences. Neither 1Stop Gold nor any third party provides any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website for any particular purpose. You agree that while care has been exercised in the preparation of information on this website, 1Stop Gold shall not be liable for any inaccuracy, omission, incompleteness of the contents on this website.

4.3 Your use of any information or materials on your website and other social networks are entirely at your risk, and we shall not be liable for any inaccuracy, omission or incompleteness of the contents on the website. It shall be your responsibility to ensure any products, services, or information available through our website and other social networks meet your specific requirement.

4.4 Unauthorised use of our website and other social networks may give rise to a claim for damages and/or a criminal offence.

5. Applicable Law and Jurisdiction

5.1 These 1Stop Gold Terms and/or any other 1Stop Gold Terms and Conditions in the future imposed shall be interpreted and governed by the laws in force in Malaysia, and you hereby agree to submit to the jurisdiction of the Courts of Malaysia.

6. Termination

- 6.1 In addition to any other legal or equitable remedies, we may immediately terminate or revoke without prior notice any or all rights granted under these 1Stop Gold Terms and/or other 1Stop Gold Terms and Conditions.
- 6.2 Upon termination of these 1Stop Gold Terms and/or 1Stop Gold Terms and Conditions, you shall immediately cease all access and use of the Platform and/or Services, 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 and use of the Platform and/or Services in whole or in part in our absolute discretion.
- 6.3 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. You further agree that 1Stop Gold shall not be liable to you or any other person as a result of such suspension or termination. If you are dissatisfied with the Platform and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of 1Stop Gold, in operating the Platform and/or providing Services, your sole and exclusive remedy is to discontinue using the Platform and/or the Services.

Terms and Conditions of Sale

1. Interpretation

In these conditions:

“**Buyer**” means the person who purchases the Goods from the Platform;

“**Conditions**” means these Terms and Conditions of Sale;

“**Contract**” means the contract confirmed by the Seller based on the order placed by Buyer on the Platform for the purchase of Products sold by the Seller;

“**Product**” means the products made available for sale on the Platform, including any instalment of goods or any parts thereof;

“**Order**” means all orders including purchase order;

“**Order confirmation**” means the order confirmation which is sent by the Seller via email to the Buyer;

“1Stop Gold Sdn Bhd Terms and Conditions” means these Terms and Conditions of Sale and all other terms and conditions and policies pertaining to the use of the Platform and/or the Service;

“Platform” means the 1stopgold.com.my website and/or the 1Stop Gold mobile apps;

“Services” means the use of any services, information and functions made available by 1Stop Gold Sdn Bhd at the Platform;

“Third Party Vendor” means a seller who sells Goods to the Buyers subject to 1Stop Gold’s consent via the Platform and/or a person who offers Services to sell Goods to the Buyers.

2. Orders and Specifications

2.1 The Buyer may purchase the Product by placing and completing the order form on the Platform. The Buyer shall be responsible for ensuring the accuracy of the Orders made.

2.2 The Contract between the Buyer and Seller will only be completed once 1Stop Gold issues a confirmation of dispatch of the Product to the Buyer. For the avoidance of doubt and subject to Clause 2.6 below, 1Stop Gold in its absolute discretion may refuse or cancel any order without giving any reasons for the same to the Buyer prior to issuing the confirmation of dispatch of the Products to the Buyer.

2.3 No concluded Contract may be modified or cancelled by the Buyer except with prior written consent from 1Stop Gold. The Buyer further shall indemnify 1Stop Gold in full against any loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges, and expenses as may be incurred by 1Stop Gold, as a result of any modification or cancellation of contract.

2.4 1Stop Gold’s sales presentation on the website does not constitute a binding offer but is merely an invitation to treat. By clicking the “Order and Pay” button, the Buyer makes a binding offer to 1Stop Gold for purchase of the Product concerned at a price indicated on the website. The Buyer will then receive an automatic Order Confirmation from 1Stop Gold as a form of acceptance of the Offer made.

2.5 Until and unless full payment has been received by 1Stop Gold, any negative price fluctuation of the Product shall be accountable to the Buyer, and any positive price fluctuation shall be accountable to 1Stop Gold.

2.6 1Stop Gold reserves its right to refuse an Order in its absolute discretion, in cases such as non-payment, late payment, dysfunction, no-availability of the Product and etc... without being required to indicate the reason thereof.

2.7 Once the Order Confirmation has been sent, the Buyer cannot cancel his/her order.

2.8 Notwithstanding anything to the contrary provided in the preceding paragraph, if the cancellation of the Order of the Buyer by 1Stop Gold is due to a technical reason, such as a dysfunction of the website and/or the wrong quotation of prices, 1Stop Gold must

notify the Buyer of the cancellation within one week of discovering the error and will refund the Buyer the amount received, as well as all the transaction fees applicable. If the Product has already been sent, the Buyer must return the Product immediately after receiving the cancellation notification.

- 2.9 All investments involve some level of risk. If the Buyer is considering purchasing precious metals, as an investment, he/she should assess the current market and seek professional advice. The Buyer agrees that 1Stop Gold does not provide any advice on the opportunity to invest into, disinvest from, or remain invested in, a particular precious metal.

3. Price

- 3.1 The price of the product shall be the price stated on the Platform at the time which the Buyer places and completes the order form on the Platform. The price includes any applicable sales and services tax, value-added tax or similar tax which the Buyer shall be liable to pay to 1Stop Gold in addition to the price of the Product.

4. Payment Policy

- 4.1 The payment from the Buyer must originate from the bank account of the Buyer who placed the order. The Buyer shall be held responsible and will compensate 1Stop Gold for all fees and costs linked to the refund by 1Stop Gold of payments made from any third-party accounts, which does not belong to the Buyer.
- 4.2 We accept FPX payment service.
- 4.3 1stopgold.com.my is also integrated with the payment gateway provided by MSAF Consolidated Sdn Bhd (“MSAF Consolidated”) accepts major internet bank transfer services. We take great precaution to safeguard your online purchases.

5. Shipping, Return and Refund Policy

- 5.1 All Orders are shipped by 1Stop Gold at its discretion, using DHL, Gdex, or any other carrier deemed appropriate in Malaysia. Orders may take on average five to seven business days to be delivered.
- 5.2 In the event the Buyer selects the “Shipping or Delivery” option, delivery of the Products will be shipped to the address specified by the Buyer in its order.

The delivery shall be deemed to be completed when the Products have been handed over to any person at the delivery address.

- 5.3 Any date quoted for delivery of the Products are an approximate only. The time for delivery/performance shall not be of the essence, and 1Stop Gold shall not be liable for any delay in delivery or performance, however caused.
- 5.4 All deliveries will be supplied with a Tracking Code to track your shipment. The Tracking Code will be provided to the Buyer either through email or SMS once the products have been shipped. Please take note that it may take up to 24 hours for the Tracking Code to be active.
- 5.5 All Orders are packed in a discreet manner. Small orders will be packed in qualified imported padded premium envelopes. These premium envelopes are tear-resistant and waterproof. Large orders will be prudently boxed with sufficient protection of the Product.
- 5.6 Combine shipments are not allowed. Every order will be shipped in one shipment.
- 5.7 Delivery is only available in Peninsular Malaysia.
- 5.8 Where delivery of the Product fails for any reasons beyond 1Stop Gold's control, we may cancel the contract, and any payment made will be refunded to the Buyer accordingly. 1Stop Gold's statutory rights, in particular, a set off for additional expenses, remain unaffected.
- 5.9 Refunds to the Buyer will be made to the account that was initially used by the Buyer to make payment.
- 5.10 There are NO RETURN of the Products purchased from the Platform. Notwithstanding, the Buyer may apply for the return of the purchased Products only in the following circumstances:
- i) The Products delivered is defective and/or damaged;
 - ii) The Products delivered is different from the description provided by 1Stop Gold in the Platform.
 - In the event that the circumstances under clause 5.9(i) occurs and/or, the Buyer suspects that the Products delivered has been tampered with or damaged, the Buyer must immediately notify 1Stop Gold's Customer Service. As a precaution, the Buyer should not open the package but take a photo or image of the tampered/damaged package, so that any associated rights against the shipper/carrier can be preserved.
 - If there is any disruption in the delivery of the Product, the Buyer agrees to cooperate with 1Stop Gold in any investigation or claim process and take every reasonable action requested of him/her in the process.
 - In relation to clause 5.9(ii) above, the Buyer must notify 1Stop Gold's Customer Service immediately upon receipt of the Product, otherwise, it will be considered as accepted.
- 5.11 The shipping insurance ends once the Product has been delivered to the instructed delivery address, signed and acknowledged receipt.
- 5.12 All Products sold to customers on the 1Stop Gold Platform are non-refundable. In the event that an investigation is carried out to determine the claims of a Buyer under

clause 5.9(i and ii) is warranted, 1Stop Gold will refund the final amount initially paid by the Buyer for the Product.

- 5.13 The refund will be made to the account used by the Buyer to make the initial payment. 1Stop Gold does not permit the Buyer to receive the refund via alternative means such as cash or transfer of funds to a different account than the account that was initially used to make payment.
- 5.14 All refund processes are expected to take place with 3 to 5 working days.

6. Market Loss Policy

- 6.1 Subject to clause 2.2 above, once the Buyer purchases from 1Stop Gold and 1Stop Gold has issued an Order Confirmation number, the Buyer has a binding contract. The transaction price will be locked-in, and any corresponding market risk thereafter is transferred to the Buyer.

7. Force Majeure

- 7.1 Where 1Stop Gold is unable to perform any obligation hereunder as a result of any event that is beyond its control, including but not limited to war, strike, crime, act of God, acts of terrorism, or any other circumstances that may cause 1Stop Gold's delay or failure to perform such obligation, we shall be excused and shall not be liable for any damages as a result of, or in connection with, such delay or such failure.
- 7.2 1Stop Gold shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Products nor for any special, indirect, economic, consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Products.

8. Anti- Money Laundering and Fight against Financing of Terrorism Policy

- 8.1 The Management of 1Stop Gold Sdn Bhd makes it a priority to comply with high standards of anti-money laundering and to combat terrorism financing practice.
- 8.2 For this purpose, the Buyer agrees to disclose to 1Stop Gold the personal information needed for identification purposes, if the Buyer wishes to create, continue or carry out the business relationship or a particular transaction. The Buyer, as 1Stop Gold's contractual partner, is subject to a legal obligation to cooperate with 1Stop Gold; when necessary; the Buyer must provide 1Stop Gold with the information and documentation necessary identification purposes and must also notify 1Stop Gold of any changes which may occur in the course of the business relationship.

8.3 In all cases, 1Stop Gold Sdn Bhd requires from the Buyer his/her name, first name, address, nationality, date of birth, and to confirm his/her email address. 1Stop Gold Sdn Bhd always matches the contracting partner's name between the given information and the bank payment or credit card details.