

## **Koppiku Web and App Platform - Terms of Use**

Welcome to Koppiku! These Terms of Use ("Terms") govern your access to and use of the Koppiku website located at [www.koppiku.com](http://www.koppiku.com) (the "Website") and the Koppiku mobile application (the "App") (collectively referred to as the "Platform"). By clicking the "I Accept" button when prompted on the Platform and any related services (the "Services"), you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not click the "I Accept" button when prompted and you must discontinue access to the Platform.

Koppiku provides a variety of services, including the ability to browse, order, and purchase products through the Platform. By clicking the "I Accept" button when prompted on the Platform, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree with these Terms, you must cease use of the Platform immediately.

### **1. Acceptance of Terms**

By clicking the "I Accept" button on the Platform, you acknowledge that you are bound by these Terms and any additional terms applicable to any specific Services or features you may access through the Platform. These Terms create a legally binding agreement between you and Koppiku Sdn. Bhd. (202301014393 (1508315A)) ("Koppiku") which operates from *[please include the address of Koppiku]*. If you are using the Platform on behalf of a business or organization, you warrant that you have the authority to bind that entity to these Terms.

#### **1.1. Modification of Terms**

Koppiku reserves the right to modify or update these Terms at any time, in its sole discretion. We will notify you of any significant changes by any reasonable means which includes, but not limited to, by electronic mail, posting the revised Terms on the Platform, and the date of the last revision will be reflected in the "Last Updated" date at the beginning of these Terms. Your continued use of the Platform after such issuance of notice of the updates to the Terms constitutes your acceptance of the new Terms. If you do not agree to the modified Terms, you must discontinue using the Platform.

#### **1.2. Eligibility**

To use the Platform, you must be at least 18 years old or, if younger, you must have parental or guardian consent to use the Platform and Services. By using the Platform, you represent and warrant that you are of legal age to form a binding contract and that all registration information you submit is accurate and truthful. Koppiku may, in its sole discretion, refuse to offer the Platform to any person or entity and change its eligibility criteria at any time.

### **2. Privacy Policy**

Your agreement to the Terms of the Platform is subject to Koppiku's Privacy Policy, which is incorporated by reference into these Terms. The Privacy Policy outlines how we collect, use, and protect your personal data when you access or use the Platform. You agree that Koppiku may collect, store, and process your personal information as described in the Privacy Policy.

#### **2.1. Consent to Data Collection**

By agreeing to the Terms, you consent to the collection, storage, and use of your personal information, including but not limited to your name, email address, location data, and any other information you provide during account registration or use of the Platform. You agree that Koppiku may use this data to improve the quality of the Platform, personalise your experience, and provide services tailored to your preferences.

## 2.2. Cookies and Tracking Technologies

We use cookies and similar technologies to enhance your experience when using the Platform. Cookies are small files stored on your device that help us remember your preferences and enable certain features on the Platform. By agreeing to the Terms of the Platform, you consent to our use of cookies and our cookie policy. You can manage cookie preferences through your browser settings, but disabling cookies may affect the functionality of the Platform.

## 3. Account Registration

### 3.1. Creating an Account

To access certain features of the Platform, such as making purchases or receiving promotions, you are required to create an account. During the registration process, you must provide accurate and complete information, including your name, email address, and any other details requested. Where there is inaccurate and incomplete or not up-to-date information, you shall promptly update the necessary details of your account on the Platform. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately if you suspect any unauthorised access to or use of your account.

### 3.2. Account Security

You are solely responsible for ensuring the security of your account and for restricting access to your device. You agree to use a strong password and to update your password periodically. Koppiku will not be liable for any loss or damage resulting from your failure to protect your account credentials.

### 3.3. Account Termination

Koppiku reserves the right to suspend, restrict, or terminate your account at any time, for any reason, including but not limited to a violation of these Terms or suspected fraudulent or illegal activity. If your account is terminated, your right to use the Platform will cease immediately. Any outstanding purchases or obligations must still be honored, and you may be required to settle any dues.

## 4. User Responsibilities

As a user of the Platform, you agree that the use of the Platform is limited to the contemplated functionality. You agree that your use of the Platform must comply with these Terms.

### 4.1. Prohibited Conduct

You may not use the Platform to:

- Engage in any unlawful or fraudulent activity, or use the Platform for any purpose that is prohibited by these Terms.

- Violate any applicable local, state, national, or international laws, including any regulations having the force of law.
- Post or share any content that is defamatory, offensive, harassing, or otherwise inappropriate, or that infringes on the rights of others.
- Distribute viruses, malware, or any other harmful code or software intended to damage or disrupt the operation of the Platform or any user's device.
- Attempt to access or manipulate any areas of the Platform that you are not authorised to access.
- Use any automated systems, such as bots, to access the Platform or collect data from the Platform without our express permission.

#### 4.2. Content Submission

When submitting any content to the Platform (such as reviews, feedback, or posts), you represent and warrant that:

- You own or have the necessary licences, rights, consents, and permissions to use and authorise Koppiku to use all content submitted to the Platform.
- Your content does not infringe on any third-party rights, including intellectual property rights, privacy rights, or any other proprietary rights.
- You are solely responsible for the content you submit, and you agree to indemnify and hold Koppiku harmless from any claims arising from your content.

### 5. Orders and Transactions

#### 5.1. Placing Orders

When you place an order through the Platform, you agree to provide accurate and complete information, including payment details, delivery address, and contact information. By placing an order, you represent that you are legally capable of entering into binding contracts.

Koppiku reserves the right to cancel any order if we suspect fraud, unauthorised activity, or if the products or services are unavailable. In such cases, we will notify you and issue a refund if applicable.

#### 5.2. Pricing and Payment

All prices displayed on the Platform are in Malaysian Ringgit (MYR), unless otherwise stated. Koppiku reserves the right to modify prices at any time, without prior notice. Any pricing errors will be corrected promptly, and if you have placed an order with an incorrect price, we will notify you and give you the option to proceed with the order at the correct price or cancel it.

We accept a variety of payment methods, including credit cards, debit cards, and online payment gateways. By providing payment details, you warrant that you are authorized to use the chosen payment method and that sufficient funds are available to complete the transaction.

#### 5.3. Order Fulfilment and Delivery

Orders placed through the Platform will be processed and fulfilled in accordance with our delivery policies. Koppiku strives to ensure timely delivery of products, but we do not guarantee specific delivery times. Delivery times may vary based on product availability,

location, and external factors beyond our control, such as shipping delays, telecommunications failure or force majeure events.

#### 5.4. Refunds and Cancellations

Refund requests and order cancellations must be submitted via email to support@koppiku.my within 3 days from the date of purchase, subject always to the terms and conditions set out herein. Refunds will be processed at our discretion and in accordance with our refund policy. Refunds may be issued in the form of store credit, a replacement product, or a reversal of the original payment.

Please note that digital or perishable products may not be eligible for refunds unless defective or otherwise stated in our refund policy. Koppiku reserves the right to refuse any refund request if the product or service does not meet the criteria outlined in these Terms.

### 6. Intellectual Property Rights

#### 6.1. Ownership of Content

The content available on the Platform, including text, images, logos, videos, graphics, and software (collectively, "Content"), is owned by Koppiku or its licensors and is protected by intellectual property laws, including copyright, trademark, and patent laws. You may not copy, distribute, modify, or create derivative works from any Content on the Platform without the express written consent of Koppiku.

You are granted a limited, personal, non-exclusive, non-transferable licence to access and use the Platform and its Content for personal, non-commercial purposes, provided that you comply with these Terms. "Use" includes access, interaction with and display. No licences or rights are granted to you by implication or otherwise, except for the licences and rights these terms expressly grant to you. Koppiku reserves all other rights. Nothing in these terms intends to transfer any such rights to, or to vest any such right in, you.

#### 6.2. Trademarks

"Koppiku" and all related names, logos, product and service names, designs, and slogans are trademarks of Koppiku or its affiliates or licensors. You may not use such marks without the prior written permission of Koppiku. All other trademarks, names, logos, product and service names, designs, and slogans on the Platform are the property of their respective owners.

### 7. User-Generated Content

#### 7.1. Licence to User Content

By submitting or posting any content on the Platform, including but not limited to reviews, comments, and feedback (collectively, "User Content"), you grant Koppiku a perpetual, irrevocable, royalty-free, transferable, and sublicensable licence to use, reproduce, modify, distribute, publicly display, and otherwise exploit such content in any manner we see fit, for any purpose, including marketing, advertising, and promotional activities.

You agree that you will not be entitled to any compensation for Koppiku's use of your User Content, and you waive any claims of proprietary and moral rights in connection with our use of such content.

## 7.2. Responsibility for User Content

You are solely responsible for any User Content you submit to the Platform, and you represent and warrant that such content is accurate, lawful, and does not violate any third-party rights. You agree to indemnify and hold Koppiku harmless from any claims arising from your User Content.

We reserve the right, but are not obligated, to monitor, edit, or remove any User Content that we determine violates these Terms or is otherwise inappropriate or unlawful.

## 8. Third-Party Services and Links

### 8.1. Third-Party Websites and Services

The Platform may contain links to third-party websites, services, or resources that are not owned or controlled by Koppiku. These links are provided for your convenience only, and Koppiku does not endorse or assume any responsibility for the content, privacy policies, or practices of any third-party websites. You acknowledge and agree that Koppiku shall not be liable for any damages or losses arising from your use of any third-party website or service.

When you access third-party websites or services through the Platform, you do so at your own risk. We encourage you to review the terms and conditions and privacy policies of any third-party website or service you access through the Platform.

## 9. Disclaimers and Limitation of Liability

### 9.1. General Disclaimer

Koppiku provides the Platform and its services on an "as is" and "as available" basis, without any warranties or guarantees of any kind, whether express or implied. To the fullest extent permitted by applicable law, Koppiku disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising out of course of dealing or usage of trade.

Koppiku does not warrant that the Platform will be error-free, uninterrupted, secure, or free from viruses or other harmful components. You are responsible for implementing safeguards to protect your devices and data.

### 9.2. Limitation of Liability

To the maximum extent permitted by applicable law, Koppiku shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, business, data, goodwill, or other intangible losses, arising from or related to your use of the Platform, even if Koppiku has been advised of the possibility of such damages. Koppiku reserves all legal rights to recover damages or other compensation under these Term or as allowed by law.

In no event shall Koppiku's total liability to you for any claims arising out of or related to these Terms exceed the amount you paid, if any, for access to the Platform or services during the six (6) months preceding the date of the claim.

## 10. Indemnification

You agree to indemnify, defend, and hold harmless Koppiku, its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees, arising from or related to:

Your use of the Platform or any services provided through the Platform.

Your violation of these Terms or any applicable law or regulation.

Your User Content or any infringement of third-party rights.

Koppiku reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with Koppiku's defense of such claims.

## 11. Governing Law and Dispute Resolution

### 11.1. Governing Law

These Terms and your use of the Platform are governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of laws principles. You agree that any legal action or proceeding arising out of or related to these Terms or your use of the Platform shall be brought exclusively in the courts of Malaysia.

### 11.2. Dispute Resolution

In the event of any dispute, claim, or controversy arising from or related to these Terms or your use of the Platform, the parties shall first attempt to resolve the matter amicably through good faith negotiations. If the dispute cannot be resolved through negotiations, it shall be submitted to binding arbitration conducted in Malaysia under the rules of the Asian International Arbitration Centre. The decision of the arbitrator shall be final and binding on both parties.

### 11.3. Class Action Waiver

You agree that any dispute arising from or related to these Terms or your use of the Platform will be resolved on an individual basis and not as part of any class or collective action. You waive any right to participate in a class action or collective litigation concerning any dispute arising from or related to these Terms.

## 12. Termination of Access

Koppiku reserves the right to suspend or terminate your access to the Platform at any time, with or without notice, for any reason, including but not limited to a violation of these Terms, a legal requirement, or suspected fraudulent activity. Upon termination, your right to use the Platform will cease immediately, and you may lose access to any data or content associated with your account.

You may also terminate your account at any time by contacting [support@koppiku.my](mailto:support@koppiku.my). However, certain provisions of these Terms will survive termination, including those related to intellectual property, indemnification, limitation of liability, and dispute resolution.

## 13. Miscellaneous

### 13.1. Entire Agreement

These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Koppiku with respect to your use of the

Platform. Any prior agreements, representations, or understandings are superseded by these Terms.

#### 13.2. Severability

Each provision of these Terms is severable and operates separately. If any provision of these Terms is found to be invalid or unenforceable, that provision shall be enforced to the fullest extent possible, and the remaining provisions shall remain in full force and effect.

#### 13.3. Waiver

The failure of Koppiku to enforce any right or provision, or delays in doing so, of these Terms shall not constitute a waiver of such right or provision and will not mean that you do not have to comply with these Terms.

#### 13.4. Assignment

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Koppiku. Koppiku may assign or transfer its rights and obligations under these Terms at any time without notice to you.

#### 13.5. Force Majeure

Koppiku shall not be liable for any delay or failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, wars, terrorism, strikes, power outages, or technical failures.

#### 13.6. Headings

The section headings in these Terms are for convenience only and have no legal or contractual effect.