

# **ADS4MALL**

## **TERMS & CONDITIONS**

Welcome to Ads4Mall (hereinafter known as the "Site"). Any person who wants to access the Site to sell or buy for goods and use the services that are provided (hereafter known as the "Services") must accept the terms and conditions of this Agreement. The terms and conditions are binding for each and every time the Services are used.

The Service is operated by **ADS4BUCKS NETWORK SDN. BHD.** Hereinafter Ads4Bucks) with company registration no. 863787-X, a company incorporated under the laws of Malaysia and having its place registered address at No. 9, Jalan Indah 16, Taman Cheras Indah, 56100 Kuala Lumpur, Malaysia and its place of business at Block B, 1-32A Jalan Pandan Prima 2, Dataran Pandan Prima, 55100 Kuala Lumpur, Malaysia, owner of [www.ads4bucks.com](http://www.ads4bucks.com), or any sub domain, (hereinafter "www.ads4bucks.com" or "Ads4Mall" or "we" or "our")

You must read, agree with and accept all of the terms and conditions contained in this document which includes those terms and conditions expressly set out below and those incorporated by reference, before you become an Ads4Mall user. We strongly recommend that, as you read this Terms & Conditions, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as an Ads4Mall user.

If you do not accept these terms and conditions or have any questions that our frequently asked questions or help section cannot answer, please contact [admin@ads4bucks.com](mailto:admin@ads4bucks.com).

This Agreement helps to keep [www.ads4bucks.com/ads4mall](http://www.ads4bucks.com/ads4mall) a safe place to conduct business and/or e-commerce. We would like to build [www.ads4bucks.com/ads4mall](http://www.ads4bucks.com/ads4mall) on trust, and this Agreement helps ensure that trust amongst all members of our community.

We may amend this agreement at any time by posting the amended terms on our site. The amended terms shall automatically become effective after they are posted on our site. Your continued use of this site constitutes the following :

1. Acknowledgment of this Agreement and any modifications; and
2. Agreement to abide and be bound by this agreement, including any modifications.

## **INTRODUCTION BY AGENT OF BUSINESS & MISREPRESENTATION**

Ads4Bucks will not be held liable for any misrepresentation of the Ads4Bucks, Ads4Mall or ads4Merchants business concept by its agents. Ads4bucks has already made it mandatory for agents to attend training modules before the agents present the Ads4bucks or any of the other business concepts to others. The Ads4Bucks business concept can only be presented by a qualified Ads4Bucks agent who has attended the Ads4Bucks Business Training Course (Ads4Bucks BTC) where they are trained by qualified speakers of Ads4Bucks about the Ads4Bucks business concept and services offered along with the Terms and conditions of the Ads4Bucks Business Concept and services. Should the newly registered Ads4Bucks agent, who initially agrees and accepts the presentation by the qualified Agent and later finds that the concept was misrepresented, the parties who are liable are between the referrer and the new Ads4Bucks agent and NOT the company provided the victims are able to prove that he/she has been misrepresented on the Ads4Bucks business concept by the referrer.

## **ELIGIBILITY FOR MEMBERSHIP**

Our Ads4Mall and Ads4Merchants services are available only to Platinum members, and may only be used by individuals who can form legally binding contracts under applicable law. You may not act as an agent for another person nor open an Ads4Mall account for another person (no beneficial ownership is permitted). You may open a business account, but Ads4Mall may require additional information regarding you or the business to verify your ability to act on behalf of such business. Without limiting the foregoing, our services are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended Ads4Mall members or to persons who present an unacceptable level of risk. The Ads4Mall account and User ID is not transferable and cannot be sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

All accounts should be registered under the rightful owners' names and they must be easily contactable. ANY USE OF ANOTHER'S IDENTITY without permission will result in the immediate termination of the account of the said individual and this will also be promptly reported to the authorities.

## **NO AGENCY.**

You and Ads4Bucks/Ads4Mall are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

## **FEES AND SERVICES**

Being an Ads4Mall user, the interested party only requires a one time payment of RM420 (Malaysia Only) for a Platinum Buck Package where you will receive the Virtual Office, SMS Blaster (Bulk SMS), Personal Blog (ads4blog.net – 100MB), E-Library, E-Audio, Ads4Mall, Ads4Mall personal email id (e.g. david@ads4mall.com – Coming Soon) and BIO Energy Card (FREE).

We may choose to temporarily change our Fees for promotional periods (for example, festive seasons or new packages / services / upgrade) and such changes are effective when we post the temporary promotional event on the Site.

We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in RM (Ringgit Malaysia). You are responsible for paying all fees associated with using our service and the Site and all applicable taxes.

Ads4Mall may from time to time review and change how members can access the site. Such changes will be posted on the site and shall become binding upon its implementation.

In addition when one becomes an Ads4Merchant there is a small processing fee that is mentioned in the Ads4Merchant Registration Form.

## **ADS4MALL IS ONLY A LOCATION**

Ads4Mall is an online E-commerce solution platform web site, it is important to realize that we are not a traditional "seller." Instead, the Site acts as a location to allow anyone to offer, sell, and buy just about anything (the items registered to be sold on the Site has to comply with some of Ads4Bucks list of preference) , at anytime, from anywhere, in a fixed price format specified by the seller using this commonly referred to as "online mall". We do not get involved in the actual transaction between buyers and sellers.

We do not control the information provided by other users that is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and practice safe trading when using the Site. Please note that there are also risks of dealing with underage persons or people acting under false pretense. Additionally, there may also be risks dealing with international trade and foreign nationals. By using this Site, you agree to accept such risks and Ads4Bucks is not responsible

for the acts or omissions of users on the Site.

Note that all graphics displayed in listings may reside on our servers, but we do not and cannot control the images that are uploaded by our users. Information and images posted by a member may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that you will use caution and be extremely careful when using information provided in our site. We are not liable for any images that have been placed on our servers, as they are beyond our control. There will be instances where our IT has full discretion to omit, suspend or do both to safe guard our users.

### **TRANSACTIONS: ADS4PAY**

*i-Bucks* is the currency created by Ads4Bucks for the sole purpose of Ads4Pay which has been created for transactions with Ads4Merchant on-line (Ads4Mall) and off-line. Cash is also accepted but it is solely at the discretion of the Merchant.

Minimum purchase/top up of *i-Bucks* is RM5 (except for credit card). *i-Bucks* purchased from Ads4Bucks is not transferable. Ads4Bucks may buy back the *i-Bucks* from the customer at a rate determined and Ads4Bucks may amend/change/revised the rate at any time by posting a revised version on Ads4Bucks site.

All transactions on purchase of *i-Bucks* are limited to requirements and operations of FPX (Financial Process Exchange). Transaction can only be made within 7a.m to 11p.m daily (including week end and public holiday). Payment can only be made via saving/current account from any one of the financial institution listed (BIMB, CIMB, HLBB, PBB, MBB, RHB and Bank Rakyat). Ads4Bucks will forward the *i-Bucks* once full payment has been received from customer. Ads4Bucks only allows payment made in full amount. Purchases with multiple payments -like deposit followed by a final payment will not be entertained.

### **DELIVERY OF GOODS**

Ads4Bucks will not be liable for any products purchase on the Ads4Mall. Ads4Bucks is not liable for any late delivery or extra/additional charges applied to customer by the merchant. If there is any failure of delivery of merchandise or defects on merchandise delivered, Ads4Bucks is not liable and the customer will have to settle it directly with the merchant. We do not have any control over, and are not responsible or liable for, the products or services that are paid for with our service. We cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction.

We do not transfer legal ownership of items from the seller to the buyer, and nothing in this agreement shall modify the governing provisions of section 19 of the Sale of Goods Act 1957, under which legal ownership of an item is transferred when the parties (i.e., seller and buyer) intend to transfer such legal ownership. Furthermore, we cannot guarantee continuous or secure access to our services, and operation of the sites may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our sites and services. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

### **DEPOSIT REQUIRED TRASACTIONS**

Deposit required transaction is not accepted in the Ads4Mall / Ads4Merchant business concept.

### **RETURN AND CANCELLATION**

Return of customer purchase consideration is subjected to the terms and conditions set up by the merchant. Customer is liable to return any false transaction. If any transactions are incomplete or unsatisfactory, Customer should attempt to resolve the dispute directly with the seller. Ads4Bucks does not has control over and are not responsible or liable if any of these cases occurred.

### **FRAUD, CHEATING OR SCAM**

Ads4Bucks is not liable to any fraudulent, identity theft, cyber crime or online threats. By using this website for transactions, you agree that Ads4Mall is only a venue and is not responsible for any losses which may arise from Fraud, Cheating or Scam from your buying, selling or direct negotiation or transaction conducted within buyers or sellers.

We are not responsible for any losses which may arise from Fraud, Cheating or Scam which may be due to you clicking on any of the banners you may find or which may appear on the Ads4Mall which may re-direct you to any third party website. Ads4Bucks is not liable to any transaction conducted due to this re-direction.

### **IDENTITY VERIFICATION**

We use many techniques to verify the accuracy of the information our users

provide us when they register on the Site. However, because user verification on the Internet is difficult, Ads4Mall cannot and does not confirm each user's claimed identity.

For a valid member, we solely rely on National Registration Identification Card (NRIC) submitted via FAX or E-mail or in person. Thus, we have established a user-initiated feedback system to help you evaluate with whom you are dealing with. We also encourage you to communicate directly with potential trading partners / merchants through the tools available on the Site.

## **CHECKOUT AND BUYING**

By checkout on an item you agree to be bound by the conditions of sale included in the item's description so long as those conditions of sale are not in violation of this Agreement or unlawful. Unless you and the seller agree otherwise, or unless the item is listed in a category that is prohibited by law or by this Agreement. You will become the item's lawful owner upon physical receipt of the item from the seller. Checkouts are not retractable except in exceptional circumstances, such as: when the seller materially changes the item's description after you checkout; a clear typographical error is made.

## **LISTING AND SELLING**

You must be legally able to sell the item(s) you list for sale on the Site. You must describe your item and all terms of sale on the listing page of the Site. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All listed items must be listed in an appropriate category. All items sold in quantity must be identical (the size, color, make, and model must be the same for each item unless specified). In your listings, you may not link to or include advertising for goods or services which:

1. describes an item that you are not trying to sell on Ads4Mall
2. you do not have a right to link to or include

We reserve the right to remove a members listing if found that :

1. Seller's registration details and contact information is in-valid, not contactable, or misleading.
2. Seller has been suspended from trading for any other reason which against our guideline, rules and regulations.

You may not list on our site or sell any item using our site which:

1. Infringes any third party's copyright, intellectual property, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

2. Otherwise causes legally-recognized harm (such as a product that contains a defamatory statement); or
3. is illegal under, or your sale to the buyer would violate, any applicable law, statute, ordinance or regulation.
4. Or anything disclosed in our prohibited and restricted items .

Without limiting the foregoing, you may not list on our site or sell through our site, alcohol beverage or items of a pornographic nature. Furthermore, you may not list on our site or sell through our site any item that, by paying to us the listing fee, could cause us to violate any applicable law, statute, ordinance or regulation. Such items include, without limitation, any real estate, stocks or bonds, insurance or other financial services. Ads4Mall reserves the right to remove any items that it deems, according to its own discretion.

## **YOUR INFORMATION**

Definition. "Your Information" is defined as any information you provide to us or other users in the registration, purchasing or listing process, in any public message area (including the community forum, photo or the feedback area) or through any email feature. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.

## **RESTRICTED ACTIVITIES**

Your Information (or any items listed) and your activities on the Site shall not:

- a) be false, inaccurate or misleading;
- b) be fraudulent or involve the sale of counterfeit or stolen items;
- c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising);
- e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- f) be obscene or contain pornography or,
- g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

h) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (i) link directly or indirectly to or include descriptions of goods or services that: (aa) are prohibited under this Agreement; (bb) are concurrently listed for sale on a web site other than Ads4Mall's (this does not prevent linking to or advertising an Ads4Mall 's item from another web site); or (cc) you do not have a right to link to or include. Furthermore, you may not list any item on the Site (or consummate any transaction that was initiated using our service) that, by paying to us the listing fee or the final value fee, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates our current Prohibited, Questionable and Infringing Items.

## **RELEASE**

Since Ads4Mall is a location only, in the event that you have a dispute with one or more users, you release Ads4Bucks, Ads4Mall, Ads4Merchant and Ads4Pay (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## **LICENSE**

Solely to enable Ads4Bucks/Ads4Mall to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. Ads4Bucks/Ads4Mall will only use Your Information in accordance with our Privacy Policy.

## **ACCESS AND INTERFERENCE**

The Site contains robot exclusion headers. Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to Ads4Bucks/Ads4Mall by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display

any content (except for Your Information) from the Site without the prior expressed written permission of Ads4Bucks/Ads4Mall and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

### **CURRENCY, TAXES AND OTHER CHARGES.**

Your account and all transactions are made and displayed in *i*-bucks unless otherwise specified and may be subject to exchange rates. All fees related to the Service, are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country, shall be on your account and be borne by you. Any currency conversion changes will be borne by the customer.

### **HOLD, SUSPEND AND RESTRICT.**

In order to ensure the integrity of a transaction Ads4Bucks/Ads4Mall reserves the right to hold funds or proceeds from transactions by placing them in a pending or hold status beyond the normal distribution period. Ads4Bucks/Ads4Mall may do this in order to mitigate risk related to transactions it considers suspicious.

If you engage in any violation of any law or wrong behavior, Ads4Bucks may suspend or restrict your access to the services, hold your funds up to 90 days, fine you or report you to law enforcement officials.

Ads4Pay, in its sole discretion, may place a reserve on funds held in your Account when Ads4Pay believes there may be an increased level or risk associated with your account. If Ads4Pay places a reserve on funds in your Account, they will be shown as pending in your Ads4Pay Account. If your Account is subject to a Reserve, Ads4Pay will provide you with notice specifying the terms of the reserve. The terms may require that a certain percentage of the amounts received in your Account are held for a certain period of time, or that a certain amount or percentage is held in reserve. Ads4Pay may change the terms of the reserve by providing you with notice of the new terms. In the event you do not agree to the terms of the reserve, you may stop using Ads4Pay.

Without limiting other remedies, we may at any time and without notice to you update inaccurate or incorrect information you provide to us, contact you by means other than electronically, immediately to warn our community of your actions, place a hold on funds in your account, limit funding sources and payments, limit access to an account and any or all of the account's functions

(including but not limited to the ability to send money or making withdrawals from an account), limit withdrawals, indefinitely suspend or close your account and refuse to provide our Services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your account or activities pose a significant credit or fraud risk to us; (d) we believe that your actions may cause financial loss or legal liability for you, our users or us; or (e) your use of your Ads4Pay account is deemed by Ads4Pay, Visa, MasterCard, American Express or Discover to constitute abuse of the credit card system or a violation of credit card rules, including (without limitation), using the Ads4Pay system to test credit card behaviors. Even if transactions have been recorded as completed in the recipient Ads4Pay Transactions or Personal Shopping Report, Ads4Pay reserves the right to reverse transactions if the funds can not be or have not been charged to the customer's funding source or confirmed from the sender's bank account).

In addition, Ads4Pay reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds. If we close your account, we will provide you notice and pay you all of the unrestricted funds held in your Ads4Pay account. Additionally, to secure your performance of this Agreement, you grant to Ads4Pay a lien on and security interest in your account. In addition, you acknowledge that Ads4Pay may set off against any Ads4Pay accounts you own for any negative balance in your other Ads4Pay accounts, at any time and for any reason allowed by law. Further, Ads4Pay may set off against any Ads4Pay accounts you own for any obligation you owe Ads4Bucks/Ads4Mall or any of its subsidiaries that is 180 days or greater past due. These obligations include both secured and unsecured debts, and debts you owe individually or together with someone else.

Unless otherwise stated, all fees are quoted in Malaysian Ringgit. You are responsible for paying all fees and applicable taxes associated with our sites and services in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel, and for accounts over 180 days past due, deducting the amount owed from your Ads4Pay account balance.)

While using Ads4Bucks/Ads4Mall, services and tools, you will not:

- post content or items in an inappropriate category or areas on our sites or services;
- violate any laws, third party rights, or our policies such as the prohibited and restricted Items policies;

- use our sites or services if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from our sites;
- fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot authenticate the seller's identity;
- fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity;
- manipulate the price of any item or interfere with other user's listings;
- circumvent or manipulate our fee structure, the billing process, or fees owed to Ads4Bucks/Ads4Mall;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- transfer your Ads4Pay account (including feedback) and User ID to another party without our consent;
- distribute or post spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Ads4Bucks/Ads4Mall, or the interests or property of Ads4Bucks/Ads4Mall users;
- copy, modify, or distribute content from the sites and Ads4Bucks/Ads4Mall's copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent; or
- Use existing Ads4Mall accounts or create new Ads4Mall accounts in order to circumvent or avoid buying or selling limits, restrictions, holds or other policy consequences.

#### **FOR ADS4MERCHANTS SPECIFICALLY:**

1. Applicant must have a legally registered and running a business.
2. Applicant must use the official Merchant Application Form purchased from Ads4Bucks HQ to apply.
3. Applicant must provide their authentic and complete details to Ads4Bucks.
4. Applicant must pay the required application fees. (Stamping & Other Administration Charges RM35; if the Merchant wishes the online Ads4Mall, this will include an additional RM420 if the merchant does not already have a Platinum Buck Package.
5. Ads4Bucks reserves the rights to approve or reject any application without prejudice.
6. If their application is rejected, the company will refund their fees in full.

7. Merchants must be willing to accept *i-bucks* (Ads4Pay) as payment.
8. Merchants must treat Ads4Bucks agents as normal customers when selling their products or providing services to them.
9. Merchants must be willing to co-operate with Ads4Bucks/Ads4Mall on marketing strategies, advertising & promotion activities.
10. Our business operation is from 12.01a.m till 12.00a.m. Ads4Bucks will only forward the cash consideration paid by the customer to the merchant within 24 hours. Payments for transactions which takes place on Fridays, Saturdays and Public holidays will be made on following working day.
11. Ads4Bucks will provide a door sticker for merchants to display in front of their shops so it is easier for Ads4Bucks agents to recognize the merchants.
12. Sellers on Ads4Mall are required to specify a return policy in their item listings. This is true even if the seller's policy is not to accept returns.
13. Only online merchant is required to sign up as our Platinum member.
14. Should there be any return of goods; rebates awarded will remain with Ads4Bucks.
15. The rebate to Ads4Bucks does not include the Tax amount chosen by merchant.
16. The Daily Sales Report in the Merchant's Backoffice will show the exact calculation; stated amount of rebate to Ads4Bucks and sales to merchant is what will be transacted.
17. If a Merchant is found to have engaged in some/any violation of any law or wrongful behavior, Ads4Merchant may suspend or restrict your access to the services. Ads4Bucks has all the rights to hold the funds up to 90 Days, fine you, as explained below, or report you to law enforcement officials.
18. Merchant is required to put up their details for customer to contact in case should there be any queries. A registered Merchant's contact information will be kept within Ads4Merchant. Releasing of the said info will require the Merchant's ID transaction details. Falsifying or omitting contact information may result in a range of actions i.e. listing cancellation, limits placed on accounts privileges, loss of power seller status and account suspension.
19. Verification of Purchase. In the Ads4Merchants requirement, you will be given a choice of enabling or disabling SMS Purchase verification. If you choose to receive the SMS, this verification code can only be used once.
20. Before listing your item, make sure it's allowed on Ads4Mall and find out if there are specific rules and conditions on how it should be listed. See the below list of prohibited and restricted items below:

- non-halal
- animals and wildlife products examples include live animals, mounted specimens, and ivory
- artifacts, grave-related items, and Native arts and crafts
- catalytic converters and test pipes
- cell phone (wireless) service contracts
- charity or fundraising listings
- contract
- counterfeit currency and stamps
- credit cards
- currency, selling
- drugs and drug paraphernalia
- drugs, describing drugs or drug-like substances
- electronics equipment examples include cable TV de-scramblers, radar scanners, and traffic signal control devices
- electronic surveillance equipment examples include wiretapping devices and telephone bugging devices
- embargoed goods and prohibited countries – examples include items from Cuba
- event tickets
- firearms, weapons, and knives examples include pepper spray, replicas, and stun guns (see also military items)
- government documents, IDs, and licenses
- government, transit, and shipping-related items examples include airplane operations manuals.
- hazardous materials examples include batteries and fireworks.
- human parts and remains
- importation of goods into the Malaysia examples include CDs that were intended only for distribution in a certain country.
- international trading
- items encouraging illegal activity examples include an eBook describing how to create methamphetamine
- lockpicking devices
- mailing lists and personal information
- manufacturers' coupons
- medical devices examples include contact lenses, pacemakers, and surgical instruments
- military items (see also firearms, weapons, and knives)
- multi-level marketing, pyramid, and matrix programs
- offensive material examples include ethnically or racially offensive material and Nazi memorabilia
- pesticides
- police-related items
- political memorabilia (reproduction)

- postage meters
- prescription drugs
- prohibited services
- real estate
- recalled items
- slot machines
- stocks and other securities
- stolen property and property with removed serial numbers
- surveillance equipment
- tobacco
- weeds (see plants and seeds)

## **AVAILABILITY OF SERVICES**

While we make reasonable efforts to ensure that the Services is available at all times, we do not guarantee, represent or warrant that the Services will be uninterrupted or error-free, and we do not guarantee that users will be able to access or use all of the features of the Services all the time. We also do not guarantee or warrant that the content that you may have stored with your account will not be subjected to inadvertent damage, corruption or destruction. You are responsible for backing up images and other content. If any data, messages, images, videos, audio clips or any other content in your account and/or which is stored on the Services is lost or corrupted in any way, we will have no obligation or liability to you.

### Materials

Ads4Bucks is a 100% online business. Should any Ads4Bucks agent require marketing and promotional materials to promote the Ads4Bucks business concept, then the marketing and promotional materials have to be perused by and approved by Ads4bucks.

All marketing and promotional materials bearing the Ads4Bucks' logo and/or Trademark or the Ads4Bucks business concept must have Ads4Bucks approval code.

If any marketing and promotional material bearing the Ads4Bucks logo and/or the Ads4Bucks business concept does not have carry an Ads4Bucks approval code, the Ads4Bucks Agent responsible for that marketing and promotional material will be held liable and will be subject to legal proceedings being instituted against him/her.

A copy of the approved marketing and promotional material will be kept at the Ads4Bucks office as proof of approval. Any agent using the marketing and promotional material will have to execute an approval letter before using the marketing and promotional materials. This will include printed presentation

materials, PowerPoint versions of the presentation, flash animation and training materials as well as websites or blogs bearing the Ads4bucks logo and/or trademark.

## **CONTENT POSTED BY YOU TO THE SERVICES**

Copyright Protection Policy. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information owned by another party without obtaining the prior written consent of the owner. If you believe that your work has been copied and posted on the portal in a way that constitutes copyright infringement, please contact us.

## **USER RESPONSIBILITY FOR CONTENT**

You are solely responsible for the photos, profiles, messages, notes, text, information, music, video, advertisements, listings, and other content that you upload, publish or display (hereinafter, "post") on or through the Services, or transmit to or share with other users (collectively the "User Content"). You may not post, transmit, or share User Content on the Services that you did not create or that you do not have permission to post. You understand and agree that we may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content that in our sole discretion, for any reason or no reason, including without limitation, User Content that in our sole judgment (a) violates this Terms of Use, (b) might be offensive or illegal, (c) might violate the rights of, harm, or threaten the safety of any other member, (d) poses a potential risk to other members or the community at large or (e) may cause public nuisance, etc. without any prior notice. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to the Company.

When you post User Content to the Services, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Services. By posting User Content to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. However, you acknowledge that we may retain archived

copies of your User Content.

## **FURTHER RESTRICTIONS ON YOUR USE OF THE PORTAL AND THE SERVICES**

You must use the portal and the Services of Ads4Bucks / Ads4Mall in a manner consistent with any and all applicable laws and regulations.

It is a violation of this Terms of Use to use any information obtained from the Services in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any member without the prior explicit consent of Ads4Bucks.

## **PROPRIETARY RIGHTS IN CONTENT**

### **RIGHTS IN CONTENT POSTED BY ADS4BUCKS.COM OR OTHER MEMBERS**

We own and retain all proprietary rights in Ads4bucks.com, Ads4Merchants, Ads4Mall, Ads4Pay and the Services. The Site contains certain copyrighted material, including links and compilations of individual data, trademarks, and other proprietary information of Ads4Bucks, our members, and our licensors. Except for any information which is in the public domain, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary materials or information without our express written consent in each case.

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We claim no intellectual property rights over the material or any User Content you provide to the Services. However, by setting your pages and/or User Content to be shared with other members of the Services, you irrevocably agree to allow them to view, download and/or share your User Content and waive your legal and/or beneficial rights attached to the User Content. You shall be responsible for the content uploaded to the website and you hereby undertake you have all the necessary rights and consent to all your content and you shall not infringe other third party's Intellectual Property Rights.

## **DISCLAIMERS**

We are not responsible for any incorrect or inaccurate content posted on the portal or in connection with the Services whether caused by users of the portal, members, our advertisers or by any of the equipment or programming associated with or utilized in the operation of the portal or the Services.

IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY MEMBER OR OTHER USER OF THE SITE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, DIRECTLY OR INDIRECTLY RESULTING

FROM ANYONE'S USE OF THE PORTAL OR THE SERVICES, ANY CONTENT POSTED ON THE PORTAL OR TRANSMITTED TO MEMBERS OR OTHER USERS, OR ANY INTERACTIONS BETWEEN OR AMONG MEMBERS OR OTHER USERS OF THE PORTAL, WHETHER ONLINE OR OFFLINE.

You agree to indemnify and hold Ads4Bucks, its parent, subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand (including lawyers' fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.

We shall not be liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or member communications. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any portal or combination thereof. We are not responsible for any injury or damage to any computer equipment belonging to any user of the portal, any member, or any other person related to or resulting from use of the portal, viewing, playing, purchasing or downloading any materials on or from the portal, or otherwise in any way in connection with the Services.

## **LIMITATIONS ON LIABILITY**

You agree and expressly understand that:

- Your use of the Services is at your sole risk. We and our partners (if any) provide the Services, including all content, software, functions, materials and information made available on or accessed through the Services, "as is" and without any warranty or condition of any kind, express or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose, title and non-infringement;
- We make no warranty that (a) the Services will meet your requirements; (b) the Services will be uninterrupted, timely, secure or error-free; and (c) the quality of any products, Services, information or other material purchased or obtained by you through the Services will meet your expectations;
- Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material.

- In no event will Ads4Bucks be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profits arising from your use of the portal or the Services, even if we have been advised of the possibility of such damages.
- No advice or information, whether oral or written, obtained by you from us, or from or through the Services shall create any warranty not expressly stated herein.

## **NO WARRANTY**

WE, OUR PARENT, SUBSIDIARIES, RELATED ENTITIES, OFFICERS, DIRECTORS, EMPLOYEES AND OUR SUPPLIERS PROVIDE THE ADS4MALL WEBSITE AND OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE, OUR PARENT, SUBSIDIARIES, RELATED ENTITIES, OFFICERS, DIRECTORS, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW. Ads4Mall shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuance are processed in a timely manner and but we make no representations or warranties regarding the amount of time needed to complete processing because our Service is largely dependent upon many factors outside of our control, such as delays in the banking system or the mail service. This warranty gives you specific legal rights and you may also have other legal rights that vary from country to country.

## **GENERAL COMPLIANCE WITH LAWS**

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our servers or your listing, purchase or sale of items.

## **MESSAGE FROM PARTNERS AND SPONSORS**

You acknowledge and agree that Ads4Bucks may from time to time work with our partners to send you promotional messages, great deals or information from our sponsors. Ads4Bucks will for all practical purpose allows members to unsubscribe from receiving such materials.

## **NOTICES**

Except as explicitly stated otherwise, any notices shall be given by e-mail to the e-mail address you provided to us during the registration process (in your case),

or such other address as the party shall specify. The notice shall be deemed to have been given 24 hours after the e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Ads4Mall during the registration process. In such case, the notice shall be deemed to have been given 3 days after the date of mailing.

## **GENERAL**

Each of these policies may be changed from time to time. Changes take effect when we post them on the Ads4Bucks/Ads4Mall site. When using particular services on our sites, you are subject to any posted policies or rules applicable to services you use through the sites, which may be posted from time to time. All such policies or rules are hereby incorporated into this Agreement.

This Terms & Conditions will remain in full force and effect at all times you use the Services and/or remain a member.

We reserve our rights to suspend your membership for any reason whatsoever, at any time, without prior notification to you. If you are using a paid version of the Services (online merchant), and we suspend your membership in the Services because you have breached any terms and conditions of this Terms & Conditions, you will not be entitled to any refund of any monies previously paid, including but not limited to the unutilised portion of the membership fees, etc. Even after your membership has been suspended for any reason whatsoever, certain clauses of this Terms & Conditions will remain in effect.

This Agreement shall be governed in all respects by the laws of Malaysia. As such, laws are applied to agreements entered into and performed entirely within Malaysia and between Malaysian residents. Both parties submit to jurisdiction in Malaysia and further agree that any cause of action arising under this Agreement shall be brought exclusively to a court in Malaysia. Ads4Bucks does not guarantee continuous, uninterrupted or secure access to our services, and the operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only, and in no way define, limit, construe or describe the scope or extent of such sections. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

**WARNING:** Violating the rules and regulations of Ads4Bucks will result in the

immediate suspension / termination of the account of the wrong-doer and with possible legal proceedings instituted against him.

This agreement was last revised on the 7<sup>th</sup> November 2010.

