

Youbeli Affiliate Program Terms and Conditions

1. DEFINITIONS

1.1 "Commission" means the accumulated and unpaid Commission Fees due and payable to Affiliate.

1.2 "Affiliate Links" means advertising materials made available by Youbeli to Affiliate via the Program, including graphics, artwork, text, files, URLs and HTML or JavaScript code.

1.3 "Order Completed" means a completion of an approved sale and/or purchase transaction of a Product between a Buyer and a Seller on the Platform in accordance with Youbeli's Terms of Use which results directly from a Buyer accessing the Platform via Affiliate Links:

- (a) is not a computer-generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real life person;
- (b) is not using pre-populated fields;
- (c) completes all the information required for the Completed Purchase within the time period allowed by Youbeli, and;
- (d) is not later determined by Youbeli to be fraudulent, incomplete, unqualified or a duplicate;
- (e) is not purchase for a mobile top-up/reload.

1.4 "Sale Value" means the monthly total net value of the Completed Purchases generated through Affiliate Links, calculated as the total value of Completed Purchases excluding any discounts, shipping fees, voucher fees, and other rebates such as Youbeli & Excite Points.

1.5 "Platform" means any platform operated by Youbeli, which includes the Youbeli mobile applications available on the Apple App Store or Google Play and the Youbeli websites.

1.6 "Product" means any item listed or service offered on Platform by Sellers for sale to Buyers.

1.7 "Prohibited Content" means any content or term that:

- (a) Promotes or is related to illegal activities (illegal drugs, phishing, terrorism, criminal activities, contests, pyramid schemes, or chain letters).
- (b) Promotes or is related to tobacco, gambling, or weapons.
- (c) Is related to pornographic or obscene material.
- (d) Is related to excessively graphic or explicit violence.
- (e) Is defamatory, inappropriate, or profane.
- (f) Is discriminatory or constitutes "hate speech", whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation, or language of such individual or group.
- (g) Promotes or contains viruses, worms, corrupted files, malware, cracks, or other materials that are intended to or may damage or render inoperable software, hardware, or security measures.

1.8 "Term" has the meaning set forth in Section 7.1.

1.9 "Terms of Use" means the terms of use governing the Platform, including additional guidelines required or updated by Youbeli from time to time.

1.10 "Territory" means the territory in which the Youbeli entity that is engaging the Affiliate is domiciled.

1.11 "User" means any registered valid user of the Platform, which includes both buyers ("Buyers") and sellers ("Sellers") on the Platform.

2. PARTICIPATION REQUIREMENTS

2.1 Registration Information. Affiliate shall provide any information requested by Youbeli and shall ensure such information is true, accurate and complete, for the purpose of registration for the Program. Any false or inaccurate information submitted to Youbeli shall be deemed as grounds for termination of this Agreement. Youbeli may accept or reject Affiliate's application at its sole discretion and for any reason.

2.2 Limited License. If Affiliate is accepted into the Program, Youbeli grants to Affiliate for the duration of this Agreement a non-exclusive, non-transferrable and revocable right to display the Affiliate Links at its own cost, for the sole purposes of Affiliate's participation in the Program. Affiliate shall not, without the prior written consent of Youbeli, alter or modify or create derivative works of the Affiliate Links or any of Youbeli's intellectual property. Except as expressly set forth in this Agreement, nothing in this Agreement is intended to grant Affiliate any rights to use any of Youbeli's intellectual property.

2.3 Eligibility. Affiliate Link appearance shall not be eligible to participate, and Youbeli may terminate Affiliate's participation, in the Program if its appearance contains any of the Prohibited Content or other content that Youbeli deems inappropriate. The appearance may include social media and websites (including, but not limited to, website/blog domain, Facebook, Pinterest, and Twitter) upon approval by Youbeli ("Approved Social Media"). Approved social media must not contain the trademarks, names, or logos of Youbeli, or display misleading content.

2.4 Age. Affiliate must be at least 18 years old to participate in the Program.

3. COMMISSION FEE AND PAYMENT TERMS

3.1 Commission. The fees payable by Youbeli to Affiliate's Youbeli Wallet upon order status is Order Completed. (The "Commission") shall be calculated in accordance with the rates stated on the Platform website or as separately agreed between Affiliate and Youbeli in writing (such rate, the "Commission Rate").

3.2 Calculation of Commission. The Commission upon order completed shall be calculated to be the Order Completed multiplied by the Commission Rate. All Commission paid to, and received by, Affiliates are inclusive of all value-added taxes.

3.3 Minimum Payout from Youbeli Wallet.

- (a) The Commission payable to Affiliate shall be added to the Affiliate's Youbeli Wallet upon the order completed by the buyer or auto updated by the system.
- (b) The Affiliate can submit the withdrawal form to request a withdrawal when the Youbeli Wallet's credit meets a minimum of the equivalent in local currency of RM50 (the "Minimum Payout").
- (c) If Affiliate's Youbeli Wallet balance is below the Minimum Payout, Youbeli reserves the right to withhold such amounts *or* an admin fee at RM 2/withdrawal will be imposed for any request below the Minimum Payout.

3.4 Payment. Pursuant to Section 3.3, Youbeli shall validate and approve the Commission FEES payable and shall pay Affiliate within sixty (60) days of system approval. The Commission Fees determined by Youbeli shall be deemed final.

3.5 Taxes. Each party will pay all taxes that it owes under this Agreement. If applicable law requires Youbeli to withhold any taxes from the amounts due to Affiliate, Youbeli will withhold the required amount and provide Affiliate with a receipt or other documentation evidencing the withholding tax payment. If Affiliate is domiciled outside of the Territory, the parties agree that the services provided by Affiliate are performed wholly outside of the Territory.

3.6 Chargebacks. Youbeli shall not make commission payouts on, and reserves the right to set-off or initiate chargebacks on transactions that were previously paid out. Such transactions include but are not limited to:

- (a) transactions that do not meet the requirements to be a Completed Purchase;
- (b) fraudulent transactions identified manually or by means of a fraudulent order checking process by Youbeli;
- (c) transactions performed through collusion where the Affiliate is connected to the Seller or where Affiliate has purchased Products through the Affiliate Links;
- (d) cancelled, incomplete, returned or refunded transactions;
- (e) transactions made with the intention of reselling the purchased Products; and
- (f) transactions performed through Affiliate Links shared on social media which contains any Prohibited Content.

4. RESPONSIBILITIES OF AFFILIATE

4.1 Business Conduct. Affiliate may not contractually bind Youbeli or make any representations on behalf of Youbeli. Affiliate will not engage in any unconscionable, false, deceptive, misleading, or fraudulent conduct. Affiliate will not advertise substances, services, products, or materials that violate applicable laws. Youbeli shall have the absolute discretion and authority to make any request for any removal of any content, material, or other media placed or displayed by the Affiliate under its performance of this Agreement and Affiliate shall act upon Youbeli's request immediately.

4.2 Compliance with Laws and Terms of Use. Affiliate will ensure that the appearance and the placement of Affiliate Links complies with all applicable laws in jurisdictions in which Affiliate is located or provides goods and services, the Terms of Use, and other existing criteria or specifications required by Youbeli (including content limitations, technical specifications, privacy requirements, user experience requirements, and requirements regarding Youbeli's public image).

4.3 Prohibited Actions. Affiliate will not, and will not allow any third party to do the following:

- (a) use advertising e-mails to promote Youbeli without Youbeli's prior written consent;
- (b) use robots or other automated query tools, computer generated search requests;
- (c) fraudulent use of search engine optimization services to generate or conceal impressions, inquiries, clicks, or conversions that are fraudulent or invalid;
- (d) drive or utilize any SEM keywords and other keyword-based advertising traffic using the Youbeli brand or private labels to Youbeli's Platform (in other words, "Youbeli" and other similar words which could be misleading as Youbeli must be entered as a negative keyword) without Youbeli's prior written consent;
- (e) use any automated means or form of scraping, or other data extraction methods to access, query, collect, or use Youbeli intellectual property, including logo, key visuals, creative materials, and other Confidential Information from the Platform or otherwise;
- (f) the appearance of Affiliate Links that contains Prohibited Content, or in torrent or streaming sites;
- (g) advertise Affiliate's social media/websites through any of Youbeli's social media channels;
- (h) where Affiliate is an affiliate network re-brokering to another affiliate network as their sub-affiliate; or
- (i) incorporate any lottery or lucky draw in the Affiliate's social media/websites.

4.4 Cookies. The Affiliate shall warrant that it will set cookies only if the Affiliate Links are visible on social media/websites and the user clicks voluntarily and consciously. The use of layers, add-ons, iFrames, pop-up, pop-under, site-under, advertisements which automatically redirect the user to the Platform without the user's engagement or action (e.g. click, touch), cookie dropping, postview technology, misleading advertisements that result in misleading clicks, shall not be permitted and are strictly prohibited. Advertisements that result in forced installations (which includes initiating downloads/redirects without a user's permission) of the Youbeli application are strictly prohibited.

5. RESPONSIBILITIES AND RIGHTS OF YOBELI

5.1 Platform. Youbeli will operate and maintain the Platform. No changes relating to the features or functionalities of the Platform will affect the validity and enforceability of this Agreement.

5.2 Right to Cancel, Reject, or Remove. Youbeli reserves the right to review any related documentation submitted by Affiliate. If, in Youbeli's sole judgment:

- (a) any Affiliate or social media/websites violates the Terms of Use of the Platform;
- (b) Affiliate violates or encourages violation of any applicable laws;
- (c) Affiliate breaches its obligations under this Agreement;
- (d) Youbeli believes that any social media/websites may subject Youbeli to criminal, civil, or administrative liability; or
- (e) any Affiliate's social media/websites constitutes or contains Prohibited Content, Youbeli may take one or more of the following measures:
 - request that the Affiliate Links be removed or taken down immediately;
 - require Affiliate to cure its violation, non-compliance, or breach within a specified period of time;
 - for each violation, impose a fine or Chargeback on Affiliate as liquidated damage, which fine or Chargeback will not relieve Affiliate from its liabilities if Youbeli's losses exceed such amount; or
 - terminate this Agreement.

5.3 Changes to these Terms and Conditions and Terms of Use. Youbeli may, at Youbeli's discretion, update, amend, or modify these Terms and Conditions and the Terms of Use. If Youbeli updates, amends, or modifies these Terms and Conditions or the Terms of Use of a Platform, Youbeli will make reasonable efforts to notify Affiliate of the updates, amendments, or modifications, including by publishing the modified Terms and Conditions and Terms of Use on the Platform's website, by email, or by instant message. Affiliate will check the Platform periodically for such updates and notices. The modified Terms

and Conditions and/or Terms of Use take effect on publication. By continuing to use the Affiliate Links, Affiliate agrees to be bound by the updated, amended, or modified Terms and Conditions and Terms of Use. If Affiliate does not agree to be bound by the updated, amended, or modified Terms and Conditions and Terms of Use, the Affiliate must terminate this Agreement pursuant to Section 7.

6. CONFIDENTIAL INFORMATION

6.1 “Confidential Information” means all information that is confidential in nature including, but not limited to:

- (a) any proprietary information of a party to this Agreement disclosed by one party to the other that is in written, graphic, machine readable, or other tangible form and is marked “Confidential” or “Proprietary” or in some other manner to indicate its confidential nature;
- (b) the Youbeli materials and all other non-public marketing or technical information, even if not marked as confidential; and
- (c) all information collected or developed by Youbeli regarding its Users. Confidential Information also includes oral disclosures if that information would reasonably be understood to be confidential from the context of disclosure.

6.2 Exceptions. Confidential Information will not include any information that:

- (a) was publicly known and made generally available before the time of disclosure by the disclosing party;
- (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;
- (c) is already in the lawful possession of the receiving party at the time of disclosure;
- (d) is obtained by the receiving party from a third party without a breach of that third party’s obligations of confidentiality;
- (e) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or
- (f) is disclosed by the receiving party pursuant to the disclosing party’s prior written approval.

6.3 Non-Use and Non-Disclosure. Each party will:

- (a) treat as confidential all Confidential Information of the other party;
- (b) not disclose that Confidential Information to any third party, except on a “need to know” basis to third parties that have signed a non-disclosure agreement containing provisions substantially as protective as the terms of this Section and such party has obtained the written consent to that disclosure from the party that provided the Confidential Information; and
- (c) not use that Confidential Information except in connection with performing its obligations or exercising its rights under this Agreement. Each party is permitted to disclose the other party’s Confidential Information if required by law so long as the other party is given prompt written notice of that requirement before disclosure and assistance in obtaining an order protecting that information from public disclosure.

7. TERM AND TERMINATION

7.1 Term. This Agreement takes effect on the date that Youbeli approves Affiliate’s application to join the Affiliate Program and continues to be in effect until terminated in accordance with Section 7.2 or 7.3 (the “Term”).

7.2 Termination by Youbeli. Youbeli may unilaterally terminate this Agreement at its sole discretion and for any reason which Youbeli deems appropriate with seven (7) days’ prior notice and disabling the Affiliate Links. Youbeli may terminate this Agreement immediately and without any prior notice if Affiliate breaches its obligations under this Agreement.

7.3 Termination for Cause. This Agreement will terminate immediately upon:

- (a) either party’s dissolution or ceasing to do business, or the institution by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party’s debts; or
- (b) the occurrence of an event of Force Majeure (as defined in Section 11.4) that continues for more than 30 days.

7.4 Effect of Termination. Upon termination of this Agreement for any reason, Affiliate shall immediately cease all use of Youbeli’s Affiliate Links, and will cease representing itself as a Youbeli Affiliate.

7.5 Termination due to Affiliate’s breach. If this Agreement is terminated due to Affiliate’s breach of its obligations in accordance with Sections 5.2 and 7.3, all amounts payable to Affiliate by Youbeli may be forfeited as liquidated damages without prejudice to Youbeli’s recourse for other rights or remedies available under applicable laws.

7.6 Survival. The following provisions will survive the termination or expiration of this Agreement: Sections 1, 3, 6, 7, 9, 10, 11 and any other provisions that, by their nature, are intended to survive. All liabilities that accrued before the termination or expiration will survive the termination or expiration of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations and Warranties. Each party represents and warrants that:

- (a) it is duly organized, validly existing, and in good standing in the jurisdiction it is formed;
- (b) its execution and delivery of this Agreement has been duly and validly authorized;
- (c) this Agreement constitutes a valid, binding, and enforceable obligation upon its execution; and
- (d) it will comply with all applicable laws in performing under this Agreement.

8.2 Representations and Warranties by Affiliate. Affiliate represents and warrants that:

- (a) the execution, delivery, and performance of this Agreement will not be in conflict with or constitute a default under the terms of any agreement, instrument, judgment, decree, or any order, statute, rule, or governmental regulation applicable to Affiliate;
- (b) all information provided by Affiliate to Youbeli is complete, true, accurate and current, and that Affiliate has the right to conduct its business, including offering its products or services;
- (c) no Affiliate's social media/websites contains
 - o any information that violates or encourages violation of any applicable law;
 - o fraudulent or deceptive information or incentives;
 - o virus, malware, spyware, Trojan, phishing, or other malicious code that could breach or circumvent any Platform security measure;
 - o information marketing or promoting fake or counterfeit goods or illegal businesses (including apps or software that contain hidden charges);
 - o any material that infringes any rights of any third party; or
 - o material that may be harmful, abusive, pornographic, or obscene, threatening, or defamatory.

9. INDEMNIFICATION

9.1 Indemnification by Affiliate. Affiliate will indemnify, defend, and hold harmless Youbeli and its affiliates and their directors, officers, and employees from and against all claims, actions, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with:

- (a) any breach by Affiliate of this Agreement;
- (b) any failure of Affiliate to perform its obligations under this Agreement in compliance with all applicable laws;
- (c) any violation of any rights of any third party related to Affiliate's social media/websites; or
- (d) Affiliate's fraud, negligence, or willful misconduct.

9.2 Procedure. Youbeli will promptly notify Affiliate of any claim that is subject to Section 9.1 and will permit Affiliate to assume and control the defense of that claim. Youbeli will, however, have the right to employ separate counsel and participate in the defense of claims at the Affiliate's sole cost. Affiliate will have the sole authority to defend, compromise, settle, or otherwise dispose of a claim, but it will not agree to any disposition or settlement of a claim that admits liability or imposes duties of performance or payment on Youbeli without Youbeli's prior written consent. If the parties agree to settle a claim, Affiliate will not publicize the settlement without first obtaining Youbeli's written permission.

10. LIMITATION OF LIABILITY

10.1 Disclaimer of Warranties. All Youbeli materials and affiliate links are provided "AS IS." Affiliate acknowledges and agrees that Youbeli will have no liability arising from a failure of any security technology or procedure. Youbeli does not warrant that the Youbeli materials or affiliate links provided will be available, accessible, uninterrupted, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that the server that makes the same available 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.

10.2 Disclaimer of Consequential Damages. Youbeli will not, under any circumstances, be liable to affiliate for consequential, incidental, special, punitive, or exemplary damages arising out of or related to the transaction contemplated under this agreement, including lost profits or loss of business.

10.3 Cap on Liability. Under no circumstances will Youbeli's total liability of all kinds arising out of or related to this agreement (including warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the total amount paid or payable by Youbeli to affiliate under this agreement for the 6-month period preceding that claim.

10.4 Independent Allocations of Risk. Each provision of this agreement that provides for a limitation of liability or exclusion of damages is to allocate the risks of this agreement between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this agreement, and each of these provisions will apply even if these provisions fail their essential purpose.

11. MISCELLANEOUS

11.1 Subcontractors. Youbeli may exercise its rights under this Agreement via its affiliates and subcontractors. Youbeli will be responsible for the compliance of those affiliates and subcontractors with the terms of this Agreement.

11.2 Independent Contractor. This Agreement will not be construed as creating a partnership, joint venture, or agency relationship, dealership, distributorship or as granting a franchise. The parties are independent contractors in the performance of this Agreement. Neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.

11.3 Press Release. Except as expressly set forth in this Agreement or as required by the laws of any jurisdiction, neither party will make any public announcement or press release regarding the cooperation contemplated by this Agreement without the prior consent of the other party. Any party required by law to make a public announcement regarding any matter related to the cooperation contemplated by this Agreement will solicit from and consider in good faith the other party's feedback on the content of that public announcement.

11.4 Force Majeure. Neither party will be liable to the other party for any failure or delay in fulfilling an obligation (other than the financial obligations) under this Agreement if that failure or delay is attributable to circumstances beyond its control, including any fire, power failure, labor dispute, war, civil dispute, or government action (including any new law or regulation) or inaction ("Force Majeure"). The deadline for fulfilling the obligation in question will be extended for a period equal to that of the continuance of the Force Majeure event.

11.5 Governing Law and Resolution of Disputes. This Agreement shall be governed by and construed under the laws of Malaysia. In the event of any dispute, controversy, claim or difference of any kind whatsoever arising between the parties in connection with this Agreement, including the breach, termination or validity of this Agreement, or in connection with the determination of any matters which are subject to objective determination pursuant to this Agreement ("Dispute"), which Dispute has been subject of a written notice by one party to the other ("Dispute Notice"), the parties shall attempt, for a period of thirty (30) days after the receipt by one (1) party of a Dispute Notice from the other party of the existence of a Dispute, to settle such Dispute in the first instance by mutual discussions between the senior management of each of the parties. If the Dispute cannot be settled by mutual discussions within the thirty (30) day period, it shall be referred to and finally resolved by arbitration administered by the Kuala Lumpur Regional Centre for Arbitration (KLRCA) in Malaysia in accordance with the Arbitration Rules of the Kuala Lumpur Regional Centre for Arbitration ("KLRCA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. There will be three (3) arbitrators and the language of the arbitration shall be English.

11.6 Notices. All notices under the terms of this Agreement will be deemed given as of the day they are received either by overnight courier, email, postage prepaid certified or registered mail, or facsimile, and addressed either to Youbeli or Affiliate at their respective addresses.

11.7 Assignment. Affiliate may not voluntarily, involuntarily, or by operation of law assign any of its rights or delegate any of its obligations under this Agreement (in whole or in part), including by direct or indirect change of control, merger (whether or not Affiliate is the surviving entity), or operation of law, without Youbeli's prior written consent, which Youbeli may withhold in its sole and absolute discretion. Any direct or indirect change of control of equity ownership or management or control of Affiliate, whether or not Affiliate survives as an entity, will be deemed an assignment and delegation of this Agreement that requires Youbeli's prior written consent. An assignment by Affiliate will not relieve Affiliate of its obligations under this Agreement unless Youbeli expressly states otherwise in its written consent. Youbeli will not release Affiliate of its liability under this Agreement unless Youbeli expressly states otherwise in its written consent. Youbeli may voluntarily, involuntarily, or by operation of law assign any of its rights or delegate any of its obligations under this Agreement (in whole or in part) without Affiliate's consent. Any purported assignment or delegation in violation of this Section 11.7 will be null and void. Subject to this Section 11.7, this Agreement will bind and inure to the benefit of each party's respective permitted

successors and permitted assigns.

11.8 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing provided in accordance with Section 11.6 to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

11.9 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law, and the tribunal will preserve, as far as possible, the original intention of the parties with respect to the severed term, condition, or provision.

11.10 Remedies Cumulative. No single or partial exercise of any right or remedy will preclude any other or further exercise of any other right or remedy. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.

11.11 Confidentiality of Agreement. Affiliate will not disclose any terms of this Agreement to any third party without Youbeli's prior written consent, except as required by applicable law.

11.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement.

11.13 Language. If this Agreement is executed in more than one language, then only the English version is binding on the parties.

11.14 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

11.15 Integration. These Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to that subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions.

Last updated: 19 August 2022