

## Terms of Condition My|BARKO

### 1. INTRODUCTION

1.1 Welcome to the My|BARKO platform (the "Site"). Please read the following Terms of Service carefully before using this Site or opening a My|BARKO account ("Account") so that you are aware of your legal rights and obligations with respect to My|BARKO Limited and its affiliates and subsidiaries (individually and collectively, "My|BARKO", "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by My|BARKO client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by My|BARKO.

1.2 The Services include an online platform service that provides a place and opportunity for the sale of goods between the buyer ("Buyer") and the seller ("Seller") (collectively "you", "Users" or "Parties"). The actual contract for sale is directly between Buyer and Seller and My|BARKO is not a party to that or any other contract between Buyer and Seller and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. My|BARKO is not involved in the transaction between Users. My|BARKO may or may not pre-screen Users or the Content or information provided by Users. My|BARKO reserves the right to remove any Content or information posted by you on the Site in accordance to Section 6.4 herein. My|BARKO cannot ensure that Users will actually complete a transaction.

1.3 Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked here to.

1.4 My|BARKO reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. My|BARKO may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. My|BARKO may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.5 My|BARKO reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

BY USING MY|BARKO SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO OPEN AN ACCOUNT AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU

HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

## **2. PRIVACY**

2.1 Your privacy is very important to us at My|BARKO. To better protect your rights we have provided the My|BARKO.com Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how My|BARKO collects and uses the information associated with your Account and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you:

- (i) consent to My|BARKO's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy;
- (ii) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and My|BARKO; and
- (iii) shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without My|BARKO's prior written consent.

2.2 Users in possession of another User's personal data through the use of the Services (the "Receiving Party") hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

## **3. LIMITED LICENSE**

3.1 My|BARKO grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("Intellectual Property") displayed in the Site are the property of My|BARKO and where applicable, third party proprietors identified in the Site. No right or license is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

3.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with My|BARKO. You acknowledge that My|BARKO may, in its sole

discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

#### 4. SOFTWARE

Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. My|BARKO reserves all rights to the software not expressly granted by My|BARKO hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by My|BARKO.

#### 5. ACCOUNTS AND SECURITY

5.1 Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. If you select a User ID that My|BARKO, in its sole discretion, finds offensive or inappropriate, My|BARKO has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. My|BARKO has not reviewed, and assumes no responsibility for any third party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.

5.2 You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify My|BARKO of any unauthorized use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. My|BARKO will not be liable for any loss or damage arising from unauthorized use of your password or your failure to comply with this Section.

5.3 You agree that My|BARKO may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the Site any Content associated with your Account and User ID, withdraw any subsidies offered to you, cancel any transactions associated with your Account and User ID, temporarily withhold any sale proceeds or refunds, and/or take any other actions that My|BARKO deems necessary. Grounds for such actions may include, but are not limited to, (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behavior (d) having multiple user accounts for illegitimate reasons, or (e) behavior that is harmful to other Users, third parties, or the business interests of My|BARKO. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, My|BARKO may terminate your Account immediately with or without notice.

5.4 Users may terminate their Account if they notify My|BARKO in writing (including via email at support@my|BARKO.ph) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and Users must contact My|BARKO after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. My|BARKO shall have no liability, and shall not be liable

for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by My|BARKO.

5.5 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

## 6. TERM OF USE

6.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, My|BARKO may effect such termination with or without notice to you.

6.2 You agree not to:

- (a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) violate any laws, including without limitation any laws and regulation in relation to export and import restrictions, third party rights or our Prohibited and Restricted Items policy;
- (c) use the Services to harm minors in any way;
- (d) use the Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- (f) remove any proprietary notices from the Site;
- (g) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of My|BARKO;
- (h) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein,
- (i) use the Services for fraudulent purposes;
- (j) manipulate the price of any item or interfere with other User's listings;
- (k) take any action that may undermine the feedback or ratings systems;
- (l) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by My|BARKO with respect to the Services and/or data transmitted, processed or stored by My|BARKO;
- (m) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information
- (n) upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)

(o) upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(p) upload, email, post, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorized form of solicitation;

(q) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;

(r) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;

(s) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site

(t) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;

(u) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;

(v) use the Services in violation of or to circumvent any sanctions or embargo administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or Her Majesty's Treasury;

(w) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;

(x) infringe the rights of My|BARKO, including any intellectual property rights and any passing off of the same thereof;

(y) use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above; and/or

(z) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others

6.3 You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not My|BARKO, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site. You understand that by using the Site, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. To the maximum extent permitted by applicable law, under no circumstances will My|BARKO be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the Site.

6.4 You acknowledge that My|BARKO and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Site. Without limiting the foregoing, My|BARKO and its designees shall have the right to remove any Content (i) that violates these Terms of Service; (ii) if we receive a complaint from another User; (iii) if we receive a notice of intellectual property infringement or other legal instruction for removal; or (iv) if such Content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by My|BARKO or submitted to My|BARKO, including, without limitation, information in My|BARKO Forums and in all other parts of the Site.

6.5 You acknowledge, consent to and agree that My|BARKO may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over My|BARKO or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of My|BARKO, its Users and/or the public.

## **7. VIOLATION OF OUR TERMS OF SERVICE**

7.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

- Listing deletion
- Limits placed on Account privilege
- Account suspension and subsequent termination
- Criminal charges
- Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

7.2 If you believe a User on our Site is violating these Terms of Service, please contact support@my|BARKO.ph.

## **8. REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT**

8.1 The Users are independent individuals or businesses and they are not associated with My|BARKO in any way. My|BARKO is neither the agent nor representative of the Users and does not hold and/or own any of the merchandises listed on the Site.

8.2 If you are an intellectual property right owner ("IPR Owner") or an agent duly authorized by an IPR Owner ("IPR Agent") and you believe that your right or your principal's right has been infringed, please notify us in writing by email to support@my|BARKO.ph and copy legal@my|BARKO.com and provide us the documents requested below to support your claim. Do allow us time to process the information provided. My|BARKO will respond to your complaint as soon as practicable.

8.3 Complaints under this Section 8 must be provided in the form prescribed by My|BARKO, which may be updated from time to time, and must include at least the following: (a) a physical or electronic signature of an IPR Owner or IPR Agent (collectively, “Informant”); (b) a description of the type and nature of intellectual property right that is allegedly infringed and proof of rights; (c) details of the listing which contains the alleged infringement; (d) sufficient information to allow My|BARKO to contact the Informant, such as Informant’s physical address, telephone number and e-mail address; (e) a statement by Informant that the complaint is filed on good faith belief and that the use of the intellectual property as identified by the Informant is not authorized by the IPR Owner or the law; (f) a statement by the Informant that the information in the notification is accurate, indemnify us for any damages we may suffer as a result of the information provided by and that the Informant has the appropriate right or is authorized to act on IPR Owner’s behalf to the complaint.

## **9. PURCHASE AND PAYMENT**

9.1 My|BARKO supports one or more of the following payment methods in each country it operates in:

### **(i) Credit Card**

Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in.

### **(ii) Cash on Delivery (COD)**

My|BARKO provides COD services in selected countries. Buyers may pay cash directly to the deliver agent upon their receipt of the purchased item.

### **(iii) Bank Transfer**

Buyer may make payments through an Automated Teller Machine or internet bank transfer (“Bank Transfer”) to our designated My|BARKO Guarantee Account (as defined in Section 11). Buyer must provide My|BARKO with the transfer receipt or payment transaction reference for verification purposes through the ‘Upload Receipt’ function found in My|BARKO’s app as payment confirmation. If payment confirmation is not received by My|BARKO within three (3) days, Buyer’s order will be cancelled.

9.2 Buyer may only change their preferred mode of payment for their purchase prior to making payment.

9.3 My|BARKO takes no responsibility and assume no liability for any loss or damages to Buyer arising from shipping information and/or payment information entered by Buyer or wrong remittance by Buyer in connection with the payment for the items purchased. We reserve the right to check whether Buyer is duly authorized to use certain payment method, and may suspend the transaction until such authorization is confirmed or cancel the relevant transaction where such confirmation is not available.

9.4 At the moment, My|BARKO is only able to make payment to Users via bank transfer. Hence, Users are required to provide My|BARKO with his/her banking details in order to receive payments i.e. from the sale of item or refund from My|BARKO.

## **10. MY|BARKO WALLET**

10.1 My|BARKO Wallet is a service provided by My|BARKO or its authorized agent to facilitate the storage of money you receive from your sales proceeds and refunds for purchases made via bank transfer, cash payment or your My|BARKO Wallet. The sum of this money, minus any withdrawals, will be reflected as your My|BARKO Wallet balance.

10.2 You may transfer funds from your My|BARKO Wallet (up to the amount of your My|BARKO Wallet balance) to your linked bank account (“Linked Account”) by submitting a transfer request (“Withdrawal Request”) a maximum of once per day. My|BARKO may also automatically transfer funds from your My|BARKO Wallet to your Linked Account on a regular basis, as determined by My|BARKO. My|BARKO shall only process such transfers on business days and such transfers may take up to two business days to be credited to your Linked Account.

10.3 Each User is entitled to a maximum number of three (3) free Withdrawal Requests per week. My|BARKO may impose a fee of ₱15 (₱500 for BPI Family Savings) for each additional Withdrawal Request made in excess of such maximum number in a given week (“Withdrawal Fee”). The maximum number of free Withdrawal Requests each User is entitled to and the amount of Withdrawal Fees charged are subject to change at My|BARKO’s discretion.

10.4 Money from your sale of items on My|BARKO shall be credited to your My|BARKO Wallet within one (1) day after the item is delivered to Buyer or immediately after Buyer has acknowledged that they have received the item. Money from refunds of items on My|BARKO shall be credited to your My|BARKO Wallet within one (1) day of the return or refund request being approved.

10.5 Once submitted, you may not modify or cancel a Withdrawal Request.

10.6 If there is an error in the processing of any transaction, you authorize us to initiate debit or credit entries to your designated bank account, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. If we are unable to debit your designated bank account for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that you have on file with us or to deduct the debit and applicable fees from your My|BARKO Wallet balance in the future.

10.7 You authorize us to initiate debit or credit entries to your My|BARKO Wallet:

- (i) to correct any errors in the processing of any transaction;
- (ii) where My|BARKO has determined that you have engaged in fraudulent or suspicious activity and/or transactions;
- (iii) in connection with any lost, damaged or incorrect items
- (iv) in connection with any rewards or rebates
- (v) in connection with any uncharged fees;
- (vi) in connection with the settlement of any transaction dispute, including any compensation due to, or from, you
- (vii) in connection with any banned items or items that are detained by customs; and
- (viii) in connection with any change of mind agreed to by both Buyer and Seller.

## **11. MY|BARKO GUARANTEE**

11.1 My|BARKO Guarantee is a service provided by My|BARKO or its authorized agent to protect purchases. To protect against the risk of liability, payment for purchases made to Seller using the Services will be held by My|BARKO or its authorized agent (“My|BARKO Guarantee Account”) and My|BARKO will not use your funds for its operating expenses or any other corporate purposes. Seller



will not receive interest or other earnings from the sum you have paid into My|BARKO Guarantee Account.

11.2 After Buyer makes payment for his/her order (“Buyer’s Purchase Monies”), Buyer’s Purchase Monies will be held in My|BARKO Guarantee Account until

(a) Buyer sends confirmation to My|BARKO that Buyer has received his/her goods, in which case, unless 11.2(d) applies, My|BARKO will release Buyer’s Purchase Monies in My|BARKO Guarantee Account to Seller;

(b) My|BARKO Guarantee Period (or any approved extension under 11.3) expires, in which case, unless 11.2(c) or 11.2(d) applies, My|BARKO will release Buyer’s Purchase Monies in My|BARKO Guarantee Account to Seller;

(c) My|BARKO determines that Buyer’s application for a return of goods and/or refund is successful, in which case, unless 11.2(d) applies, My|BARKO will provide a refund to Buyer, subject to and in accordance with the Refunds and Return Policy;

(d) such other time as My|BARKO reasonably determines that a distribution of Buyer’s Purchase Monies is appropriate, including, without limitation, where it deems reasonably necessary to comply with applicable law or a court order or to enforce these Terms of Service.

My|BARKO Guarantee is only offered to Buyers who have made payment through the channels provided by My|BARKO into My|BARKO Guarantee Account. Offline arrangements between Buyer and Seller will not be covered under My|BARKO Guarantee.

11.3 Payments made through My|BARKO channels will be held in the My|BARKO Guarantee Account for a specified period of time (the “My|BARKO Guarantee Period”). To find out more about the My|BARKO Guarantee Period, please click this link. Buyer may apply for a one-time extension of My|BARKO Guarantee Period prior to the expiry of the applicable My|BARKO Guarantee Period, subject to and in accordance with the Refunds and Return Policy. Upon Buyer’s application, My|BARKO Guarantee Period may be extended for a maximum period of three (3) days unless My|BARKO in its sole discretion determines that a longer extension is appropriate or required.

11.4 Seller/Buyer must be the beneficial owner of the Account and conduct transaction on the Site only on behalf of him or herself. My|BARKO may require Seller or Buyer to provide his or her personal data such as recent identity photograph, bank account details and/or any other such documentation necessary, for verification purposes, including verification required by third party payment processing and logistic service providers. Seller/Buyer hereby grants My|BARKO his/her consent to use or provide to third party his/her personal data to facilitate his/her use of the Site. Further, Seller/Buyer authorizes My|BARKO to use his/her personal data to make any inquiries we consider necessary to validate his/her identity with the appropriate entity such as his/her bank. For more information in relation to how My|BARKO handles your personal information, please visit our Privacy Policy page.

11.5 The My|BARKO Guarantee is in addition and without limitation to Buyer’s and Seller’s obligations under applicable law, which may go above and beyond what is provided for by the My|BARKO Guarantee. The My|BARKO Guarantee is neither intended nor designed to assist Buyer or Seller in complying with its own legal obligations, for which each party will remain solely responsible, and My|BARKO accepts no liability in connection with the same. Without limitation, the My|BARKO Guarantee does not constitute a product warranty.

11.6 Buyer and Seller acknowledge and agree that My|BARKO's decision (including any appeals) in respect of and relating to any issues concerning the My|BARKO Guarantee is final.

11.7 For the avoidance of doubt, any transactions not conducted on the Site will not qualify for the protection offered by My|BARKO Guarantee.

## 12. My|BARKO Coin Reward System

12.1 Users may earn loyalty points ("My|BARKO Coin") by buying merchandises on the Site using the My|BARKO Guarantee system or through participation in other My|BARKO activities as My|BARKO may from time to time determines ("Eligible Activities") based on the conversion rate determined by My|BARKO in its sole discretion. Generally, My|BARKO Coin will be credited to a User's Account upon the completion of a successful transaction or activity approved by My|BARKO. You are eligible to participate in the My|BARKO Coin reward system if you are a User and your Account does not expressly exclude you from participation.

12.2 Transaction not completed on the Site using My|BARKO Guarantee do not qualify for the My|BARKO Coin reward system. My|BARKO may at its sole discretion exclude categories of items from the My|BARKO Coin reward system.

12.3 My|BARKO Coin has no monetary value, does not constitute your property and cannot be purchased, sold, transferred or redeemed for cash

12.4 Subject to My|BARKO rules and regulation as determined, varied or modified by My|BARKO from time to time, subject to any cap imposed by My|BARKO at its sole discretion, User may redeem My|BARKO Coin by sending a request to My|BARKO and use My|BARKO Coin to offset the purchase price of selected items when making purchases on the Site as advised by My|BARKO from time to time. All refunds will be subject to My|BARKO's Refunds and Return Policy under Section 14.4

12.5 The My|BARKO Coin you redeem will be deducted from your My|BARKO Coin balance. Each My|BARKO Coin comes with an expiry date. Do check your account details on the Site for My|BARKO Coin balances and expiry date.

12.6 From time to time, we may tell you that bonus My|BARKO Coin will be awarded for particular Eligible Activities. This may include but is not limited to purchases you make at participating Sellers or pursuant to specific promotional offers. We will notify you of the terms of such bonus awards if any from time to time.

12.7 If you have a dispute in relation to the number of My|BARKO Coin which you have been awarded in respect of an Eligible Activity, such a dispute must be made within one (1) month from the date of the Eligible Activity. We may require you to provide evidence to support your claim.

12.8 My|BARKO gives no warranty and accepts no responsibility as to the ultimate tax treatment of My|BARKO Coin. You will need to check with your tax advisor whether receiving My|BARKO Coin affects your tax situation.

12.9 My|BARKO reserves the right to (i) discontinue the My|BARKO Coin Reward System at any time at its sole discretion and (ii) cancel or suspend a User's right to participate in My|BARKO Coin Reward System, including the ability to earn and redeem My|BARKO Coin at its sole discretion

## 13. DELIVERY

13.1 My|BARKO will inform Seller when My|BARKO receives Buyer's Purchase Monies. Unless otherwise agreed with My|BARKO, Seller should then make the necessary arrangements to have the purchased item delivered to Buyer and provide details such as the name of the delivery company, the tracking number, etc. to Buyer through the Site.

13.2 Seller must use his/her best effort to ensure that Buyer receives the purchased items within, whichever applicable, the My|BARKO Guarantee Period or the time period specified (for offline payment) by Seller on Seller's listing.

13.3 Users understand that Seller bears all risk attached to the delivery of the purchased item(s) and warrants that he/she has or will obtain adequate insurance coverage for the delivery of the purchased item(s). In the event where the purchased item(s) is damaged, lost or failure of delivery during the course of delivery, Users acknowledge and agree that My|BARKO will not be liable for any damage, expense, cost or fees resulted therefrom and Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute.

13.4 For Cross-Border Transaction. Users understand that all cross-border import and export transaction are subject to local laws and regulations. Seller should familiarize himself/herself with all import and export restrictions that apply to the designating country. Seller acknowledges that My|BARKO cannot provide any legal advice in this regard and agrees that Seller will bear all risks and liabilities associated with import and export of any Seller's item to the designating country.

#### **14. CANCELLATION, RETURN AND REFUND**

14.1 Buyer may only cancel his/her order prior to the payment of Buyer's Purchase Monies into My|BARKO Guarantee Account.

14.2 Buyer may apply for the return of the purchased item and refund prior to the expiry of My|BARKO Guarantee Period, if applicable, subject to and in accordance with My|BARKO's Refunds and Return Policy. Please refer to My|BARKO's Refunds and Return Policy for further information.

14.3 My|BARKO reserves the right to cancel any transaction on the Site and Buyer agrees that Buyer's sole remedy will be to receive a refund of the Buyer's Purchase Monies paid into My|BARKO Guarantee Account

14.4 If you have redeemed My|BARKO Coin for your transaction and you are successful in obtaining a refund based on My|BARKO's Refunds and Return Policy, My|BARKO shall refund the monies you have actually paid for the item and credit back any redeemed My|BARKO Coin to your Account separately.

14.5 My|BARKO does not monitor the cancellation, return and refund process for offline payment.

#### **15. SELLER'S RESPONSIBILITIES**

15.1 Seller shall properly manage and ensure that relevant information such as the price and the details of items, inventory amount and terms and conditions for sales is updated on Seller's listing and shall not post inaccurate or misleading information.

15.2 The price of items for sale will be determined by the Seller at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc. and Seller shall not charge Buyer such amount additionally and separately.

15.3 Seller agrees that My|BARKO may at its discretion engage in promotional activities to induce transactions between Buyer and Seller by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustment is applied to.

15.4 For the purpose of promoting the sales of the items listed by Seller, My|BARKO may post such items (at adjusted price) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign) operated by My|BARKO.

15.5 Seller shall issue receipts, credit card slips or tax invoices to Buyer on request.

15.6 Seller acknowledges and agrees that Seller will be responsible for paying all taxes, customs and duties for the item sold and My|BARKO cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.

15.7 Seller acknowledge and agrees that Seller's violation of any of My|BARKO's polices will result in a range of actions as stated in Section 7.1.

## **16. Paid Advertising**

16.1 My|BARKO will be launching keyword advertising and/or other advertising services (hereinafter referred to as "Paid Advertising") on its Paid Advertising Site on an ongoing basis. Sellers may purchase the Paid Advertising services. My|BARKO provides the Paid Advertising services in accordance with these Terms of Service and any explanatory materials published on this Site, the Paid Advertising Site or otherwise communicated to Sellers in writing (hereinafter referred to as the "Paid Advertising Rules"). Sellers who purchase Paid Advertising services agree to be bound by the Paid Advertising Rules. If you are not agreeable to being bound by the Paid Advertising Rules, do not buy any Paid Advertising Services.

16.2 In order to purchase Paid Advertising services, you must be an eligible Seller under the Paid Advertising Rules. At the time when you purchase and pay for the Paid Advertising Services, your Account must not be suspended.

16.3 You may purchase Paid Advertising services by purchasing advertising credits on the Paid Advertising Site ("Advertising Credits"), and fees payable for the Paid Advertising services will be deducted from the Advertising Credits on a pay-per-click basis, as determined by My|BARKO. All Advertising Credits will be subject to goods and services tax. Except as otherwise provided in the applicable Paid Advertising Rules, you may not cancel the order and/or request for a refund after you have purchased Advertising Credits and completed the payment process.

16.4 You have the option to purchase the keyword advertising service at the time you list an item for sale or subsequently. When you purchase the keyword advertising service, you can set different budgets, keywords, marketing periods, etc. for each item in accordance with the Paid Advertising Rules. The keyword advertising service for each item will be activated and will expire on the respective dates set by you (the "Keyword Advertising Period"). You will not be entitled to transfer the remaining Keyword Advertising Period or Advertising Credits to other items if an item is sold or unlisted during the Keyword Advertising Period you set for that item. The Advertising Credits will also not be refunded

16.5 The goods you list on the Site must comply with all relevant laws and regulations, the Paid Advertising Rules, these Terms of Service and the Prohibited and Restricted Items Policy. You understand and agree that My|BARKO has the right to immediately remove any listing which violates any of the foregoing and any Paid Advertising fees that you have paid or Advertising Credits you have

used in relation to any listing removed pursuant to this Section 16.5 will not be refunded. My|BARKO will also not be liable to compensate you for any loss whatsoever in relation to listings removed pursuant to this Section 16.5.

16.6 You understand and agree that My|BARKO does not warrant or guarantee any increase in viewership or sales of your items as a result of the Paid Advertising services.

16.7 You are advised to only purchase Paid Advertising services after fully considering your budget and intended advertising objectives. Except as otherwise provided in these Terms of Service or the Paid Advertising Rules, My|BARKO shall not be liable for any compensation or be subject to any liability (including but not limited to actual expenses and lost profits) for the results or intended results of any Paid Advertising service.

16.8 IF, NOTWITHSTANDING ANYTHING IN THESE TERMS OF SERVICE, MY|BARKO IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE) IN RELATION TO ANY PAID ADVERTISING SERVICE, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PAID ADVERTISING SERVICE IN QUESTION ONLY.

## **17. FEES**

17.1 Unless otherwise stated, My|BARKO does not charge Users for the use of the Site.

17.2 Where fees are payable, the same will be subject to GST/VAT and other applicable taxes. Unless otherwise agreed, Seller is responsible for such taxes. Seller acknowledges and agrees that My|BARKO may deduct its fees and any applicable taxes from the purchase monies paid by Buyers. My|BARKO shall issue receipts or tax invoices for fees and tax paid by Seller on request.

## **18. DISPUTES**

18.1 In the event a problem arises in a transaction, the Buyer and Seller agree to communicate with each other first to attempt to resolve such dispute by mutual discussions, which My|BARKO shall use reasonable commercial efforts to facilitate. If the matter cannot be resolved by mutual discussions, Users may approach the claims tribunal of their local jurisdiction to resolve any dispute arising from a transaction.

18.2 Each Buyer and Seller covenants and agrees that it will not bring suit or otherwise assert any claim against My|BARKO or its Affiliates (except where My|BARKO or its Affiliates is the Seller of the product that the claim relates to) in relation to any transaction made on the Site or any dispute related to such transaction.

18.3 Users covered under My|BARKO Guarantee may send written request to My|BARKO to assist them in resolving issues which may arise from a transaction upon request. My|BARKO may, at its sole discretion and with absolutely no liability to Seller and Buyer, take all necessary steps to assist Users resolving their dispute. For more information, please refer to My|BARKO's Refunds and Return Policy.

18.4 To be clear, the services provided under this Section 18 are only available to Buyers covered under My|BARKO Guarantee. Buyer using other payment means for his/her purchase should contact Seller directly.

## **19. FEEDBACK**

19.1 My|BARKO welcomes information and feedback from our Users which will enable My|BARKO to improve the quality of service provided. Please refer to our feedback procedure below for further information

(i) Feedback may be made in writing through email to or using the feedback form found on the App.

(ii) Anonymous feedback will not be accepted.

(iii) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.

(iv) Vague and defamatory feedback will not be entertained.

## **20. DISCLAIMERS**

20.1 THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY MY|BARKO OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MY|BARKO DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR 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.

20.2 YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

20.3 MY|BARKO HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR: (A) THE FITNESS FOR PURPOSE, EXISTENCE, QUALITY, SAFETY OR LEGALITY OF ITEMS AVAILABLE VIA THE SERVICES; OR (B) THE ABILITY OF SELLERS TO SELL ITEMS OR OF BUYERS TO PAY FOR ITEMS. IF THERE IS A DISPUTE INVOLVING ONE OR MORE USERS, SUCH USERS AGREE TO RESOLVE SUCH DISPUTE BETWEEN THEMSELVES DIRECTLY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELEASE MY|BARKO AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

## **21. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MY|BARKO BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR:

(i) (A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT;  
OR

(ii) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF MY|BARKO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.2 YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND/OR DISCONTINUE ANY USE OF THE SERVICES.

21.3 IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, MY|BARKO IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF: (A) ANY AMOUNTS DUE AND PAYABLE TO YOU PURSUANT TO THE MY|BARKO GUARANTEE;

21.4 NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY MY|BARKO'S NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY ON THE PART OF MY|BARKO THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED.

## **22. LINKS TO THIRD PARTY SITES**

Third party links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of My|BARKO in any manner whatsoever and you therefore access them at your own risk. My|BARKO is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. My|BARKO is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by My|BARKO of any linked site and/or any of its content therein.

## **23. YOUR CONTRIBUTIONS TO THE SERVICES**

23.1 By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to My|BARKO. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any Content contribution. You hereby grant My|BARKO and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.

23.2 Any material, information or idea you post on or through the Services, or otherwise transmit to My|BARKO by any means (each, a "Submission"), is not considered confidential by My|BARKO and may be disseminated or used by My|BARKO without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By making a Submission to My|BARKO, you acknowledge and agree that My|BARKO and/or other third parties may independently develop software, applications, interfaces, products and modifications and

enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant My|BARKO and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the items identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our privacy policy except to the extent that you make such personal information publicly available on or through the Services.

#### **24. THIRD PARTY CONTRIBUTIONS TO THE SERVICES AND EXTERNAL LINKS**

24.1 Each contributor to the Services of data, text, images, sounds, video, software and other Content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their Content contribution. As such, My|BARKO is not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of Content. You will not hold My|BARKO responsible for any User's actions or inactions, including, without limitation, things they post or otherwise make available via the Services.

24.2 In addition, the Services may contain links to third party products, websites, services and offers. These third party links, products, websites and services are not owned or controlled by My|BARKO. Rather, they are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. My|BARKO has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. By using the Services, you agree that My|BARKO shall not be liable in any manner due to your use of, or inability to use, any website or widget. You further acknowledge and agree that My|BARKO may disable your use of, or remove, any third party links, or applications on the Services to the extent they violate these Terms of Service.

#### **25. YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

- (a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

#### **26. INDEMNITY**

You agree to indemnify, defend and hold harmless My|BARKO, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction (except where My|BARKO or its Affiliates is the Seller in the transaction that the dispute relates to), (b) the My|BARKO Guarantee, (c) the hosting, operation, management and/or administration of the Services by or on behalf of



My|BARKO, (d) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (e) your use or misuse of the Services, or (f) your breach of any law or any rights of a third party.

## **27. SEVERABILITY**

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

## **28. GENERAL PROVISIONS**

28.1 My|BARKO reserves all rights not expressly granted herein.

28.2 My|BARKO may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

28.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

28.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and My|BARKO, nor does it authorize you to incur any costs or liabilities on My|BARKO's behalf.

28.5 The failure of My|BARKO at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

28.6 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for My|BARKO's affiliates and subsidiaries (and each of My|BARKO's and its affiliates' and subsidiaries' respective successors and assigns).

28.7 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

28.8 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at: [support@my|BARKO.ph](mailto:support@my|BARKO.ph).

### **Customer's acknowledgement:**

You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of Seller which has not been

stated expressly in a Customer Contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by either My|BARKO or Seller. You also acknowledge and agree that to the extent allowed under Philippine law, the exclusion of warranties, exclusion of liability and exclusion of remedies in these Terms & Conditions of Sale and Customer Contracts allocate risks between the parties and permit Seller to provide the Products at lower fees or prices than Seller otherwise could and you agree that such exclusions on liability are reasonable.

**Product Warranty:**

The warranties with respect to a Product (“Product Warranty”) sold under a Customer Contract shall be as stated by Seller via the Platform, under the “Specifications” tab in the field “Product Warranty” for the relevant Product, and shall be limited by the terms and conditions therein. The warranties and conditions, remedies for breach of warranty or condition, or other terms stated in the Product Warranty are, unless expressly prohibited by applicable mandatory law, in lieu of all other terms, warranties and conditions, whether expressed or implied, statutory or otherwise. Except as expressly provided in such Product Warranty, Seller excludes (unless expressly prohibited by applicable mandatory law) all other express or implied terms, warranties or conditions with respect to the Products supplied. No representations or warranties: Without prejudice to the generality of the foregoing Clause and to the extent allowed under Philippine law:

- no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Products supplied or that they will be suitable for any particular purpose or use under any specific conditions, not standing that such purpose or conditions may be known or made known to Seller;

- any actions arising from the breach of any warranty or representation, or any right to damages, whether express or implied, shall be extinguished if an action is not brought against Lazada within six months from the date of delivery, or from the scheduled delivery of the Product.

- My|BARKO shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, intangible losses, and any other type of damages caused by any breach of a Third Party Vendor’s implied or express warranty on the Products;

- for products shipped internationally, please note that any manufacturer warranty may not be valid; manufacturer service options may not be available; product manuals, instructions and safety warnings may not be in destination country languages; the products (and accompanying materials) may not be designed in accordance with destination country standards, specifications, and labelling requirements;

- Seller is not liable for any Losses suffered by any third party directly or indirectly caused by repairs or remedial work carried out without My|BARKO’s prior written approval and the Customer shall indemnify Seller against all Losses arising out of such claims;

- Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not been paid in cleared funds by the due date for payment; and

-To the extent allowed under Philippine law, Seller shall be under no liability what so ever in respect of any defect in the Products arising after the expiry of the applicable Product Warranty, if any.

### **Delivery of Products**

#### **Address:**

- Delivery of the Products shall be made to the address you specify in your Order either by Seller or by My|BARKO (or its agents) on behalf of Seller

#### **Shipping & packing charges:**

- Shipping and packing charges shall be as set out in the Order.

#### **Tracking:**

- You may track the status of the delivery at the “Order Tracking” page of the Platform.

#### **Delivery timeframe:**

- You acknowledge that delivery of the Products is subject to availability of the Products. Seller will make every reasonable effort to deliver the Product to you within the delivery timeframe stated on the relevant page on which the Product is listed, but you acknowledge that while stock information on the Platform is updated regularly, it is possible that in some instances a Product may become unavailable between updates. All delivery timeframes given are estimates only and delays can occur. If the delivery of your Product is delayed Seller will inform you accordingly via e-mail and your Product will be dispatched as soon as it becomes available to Seller. The time for delivery shall not be of the essence, and Seller (nor any of its agents) shall not be liable for any delay in delivery whatsoever caused.

#### **Deemed receipt:**

- In the event you do not receive the Product by the projected delivery date and provided that you inform My|BARKO within 3 days immediately from such projected delivery date, Seller will try, to the best of Seller’s ability, to locate and deliver the Product. If My|BARKO does not hear from you within 3 days from such projected delivery date, you shall be deemed to have received the Product subject to your rights under Philippine law.

#### **Customer’s failure to take delivery**

- If the Customer fails to take delivery of the Products (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Seller’s fault) then without prejudice to any other right or remedy available to Seller.

### **Additional terms**

- The payment methods may be subject to additional terms as prescribed by Lazada from time to time.

### **Payment methods**

- You agree that you are subject to the applicable user agreement of your payment method. You may not claim against Seller or any of its agents (which may include Lazada), for any failure, disruption or error in connection with your chosen payment method. Lazada reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

### **Invoicing**

- Seller may invoice you upon the due date of any payment under a Customer Contract.

### **Failure to pay:**

- Customer fails to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to Seller, Seller shall be entitled to cancel the Customer Contract or suspend delivery of the Products until payment is made in full.

### **5.6 Refund of Payment:**

5.6.1 All refunds shall be made via the original payment mechanism and to the person who made the original payment, except for Cash on Delivery, where refunds may be made via bank transfer or store credit into the individual's bank account provided that complete and accurate bank account details are provided to us.

5.6.2 We offer no guarantee of any nature for the timeliness of the refunds reaching your account. The processing of payment may take time and it is subject to the respective banks and/or payment provider internal processing timeline.

5.6.3 All costs associated with the refund process imposed by the processing bank and/or payment provider shall be borne by us.

5.6.4 All refunds are conditional upon our acceptance of a valid return of the Product.

5.6.5 We reserve the right to modify the mechanism of processing refunds at any time without notice.

5.6.6. The guidelines regarding the refunds process of Lazada can be accessed [Here](#).

### **6. Returns/Repairs/Replacements**

### **6.1 Return Policy:**

- All returns must be done in accordance with the instructions set out in the Return Policy Here. Seller is not obliged to agree to any return unless all such instructions are followed to Seller's and Lazada's satisfaction. Should Seller agree to the return, Seller will deliver the replacement Product to your specified address.

### **6.2 Permitted returns:**

- Subject to Clause 6.1, within 14 days and/or 7 days, depending on the product, from the date of delivery of the Product, you may return a Product when you:

6.2.1 receive a product that is fundamentally different in nature from the Product specified in the Customer Contract;

6.2.2 receive a faulty or damaged Product;

6.2.3 receive a product that is not as advertised on the platform;

6.2.4 wrong item is delivered;

6.2.5 receive a product that has missing parts/items; or

6.2.6 receive a product that does not fit (for fashion items).

## **My|BARKO Mall Refunds and Return Policy**

1.1 Mall Buyer may apply for a refund and/or return of an item purchased on My|BARKO Mall (a “Mall Item”) by completing the return/ refund slip attached to the parcel (the “Return Air Waybill”) and returning the Mall Item to My|BARKO as described below at any time within seven (7) calendar days after the date that Mall Item was first made available for Mall Buyer to take delivery (the “Free Return Period”). Usually, that date would be the date Mall Buyer received delivery of the Mall Item; however, if Mall Buyer did not receive the Mall Item because of Mall Buyer’s absence from the destination address or Mall Buyer’s failure to input the proper destination address, that date would be the date on which delivery attempt was first made.

1.2 Please note that Mall Buyer must ship or drop off the Mall Item to or at a location designated by My|BARKO within three (3) days after the return request is raised and any event no later than the last day of the Free Return Period. The Mall Buyer must make the necessary indication or report on the Site that the item was shipped or dropped off. When returning the Mall Item, Mall Buyer must affix or otherwise include the Return Air Waybill. The Return Air Waybill will be contained in the Mall Item package delivered to Mall Buyer. The Return Air Waybill will also contain the return address to which the Mall Item must be returned. All Mall Items that are returned must be returned via a courier designated by My|BARKO by no later than the last day of the Free Return Period. My|BARKO reserves the right to reject any application where the Return Air Waybill was completed after the Free Return Period or the Mall Item was dispatched later than three (3) days after the return request is raised (even if the Return Air Waybill was timely completed).

1.3 The approval of your request for refund and return will be made by My|BARKO in its sole discretion after reviewing your completed Return Air Waybill and inspecting the condition of the Mall Item that was returned to My|BARKO. The Mall Item that was returned to My|BARKO must be, at a minimum, in the following conditions

- New and sealed condition;
- Complete, with all items included in the purchase; and
- With original product packaging and price tags.

If any additional conditions apply to a certain Mall Item, My|BARKO will inform you via the Site, SMS or email. The conditions for the Mall Items subject to return are referred to as the “Return Conditions”.

1.4 In addition, please note that certain types of Mall Items may be excluded from the Refunds and Return Policy described in these My|BARKO Mall Terms of Service, including:

- Digital goods, such as mobile top-up cards, audio or video recording or software;
- Goods that are perishable or may otherwise deteriorate or expire rapidly, such as groceries; and

- Goods that are not suitable for return due to health protection or hygienic reasons, such as cosmetics, swimwear and underwear.

If any Mall Item is excluded from the Refunds and Return Policy described in these My|BARKO Mall Terms of Service, My|BARKO will make reasonable efforts to publish that information on our Site or otherwise inform the Mall Buyers; however, please note that our policies may change without notice at any time and certain Mall Items may be subject to exclusion after Mall Buyer has purchased them. Any Mall Item that is subject to exclusion from the Refunds and Return Policy described in these My|BARKO Mall Terms of Service is referred to as an “Excluded Item”.

1.5 My|BARKO reserves the right to (a) add to or otherwise amend the list of Excluded Items and/or the Return Conditions and (b) amend, terminate or suspend the Refunds and Return Policy described in these My|BARKO Mall Terms of Service (including the length of the Free Return Period), in each case, at any time in its sole discretion.

1.6 My|BARKO may reject in its sole discretion any returned Mall Item (and the related request for refund and return):

- that is an Excluded Item;
- that does not meet the Return Conditions;
- if the Return Air Waybill relating to such returned Mall Item was completed after the expiration of the Free Return Period; or
- if the Mall Item was returned in a manner that does not comply with Section 1.2 above.

Please note that My|BARKO’s determination will be based on the list of terms of conditions in effect at the time of such determination (including the list of Excluded Items, the Return Conditions and the Free Return Period), and therefore pursuant to Section 1.5 above, such list of Excluded Items, the Return Conditions and/or the length of Free Return Period may be different from those in effect at the time Mall Buyer has completed the Return Air Waybill and/or returned the Mall Item.

If My|BARKO rejects a request for refund and return, My|BARKO will organize the delivery of such Mall Item to the relevant Mall Buyer’s address to which the Mall Item was originally delivered, and My|BARKO shall be entitled to seek compensation from such Mall Buyer for any costs incurred in delivering the Mall Item back to such Mall Buyer.

1.7 My|BARKO reserves the right to terminate a User’s access to My|BARKO Mall if it suspects any abuse of the Refunds and Return Policy described in these My|BARKO Mall Terms of Service and, if My|BARKO deems appropriate, may also impose penalties (including recovery of any fees or charges incurred as a consequence of such abuse).

1.8 The Refunds and Return Policy for Mall Items described in these My|BARKO Mall Terms of Service are in addition to the general Refunds and Return Policy described in the Refunds and Return

Policy. If there is any inconsistency, the Refunds and Return Policy described in these My|BARKO Mall Terms of Service will prevail in respect of Mall Items.

## 2. Mall Seller Terms and Conditions

2.1 If you are a Mall Seller, you should have received a separate written notification from My|BARKO informing you of your selection to participate in My|BARKO Mall. If you decide not to participate in My|BARKO Mall at any time, please inform My|BARKO in writing; otherwise, you will be deemed to have elected to continue your participation in My|BARKO Mall and consented to the terms and conditions set out in these My|BARKO Mall Terms of Service.

2.2 Each Mall Seller warrants that the Mall Item it offers on My|BARKO Mall and actually delivered to Mall Buyer (a) complies with (i) applicable law and (ii) the specifications listed (and made available to Mall Buyer) on the Site, including any and all product warranties, specifications, drawings, samples, performance criteria and all applicable quality, safety and hygiene requirements, and (b) will be free from defects. Each Mall Seller understands and agrees that it will be responsible for any non-conformity or defect in, or any public or private recall of, any of the Mall Items, and will hold My|BARKO harmless from any losses relating to the foregoing.

2.3 If a Mall Seller is found to have offered or sold any Mall Item on My|BARKO Mall that is restricted under My|BARKO's Prohibited and Restricted Items Policy, My|BARKO reserves the right to, at its sole discretion, remove the offending Mall Items from My|BARKO Mall, and execute refunds (and any adjustments) to Mall Buyers who have purchased such Mall Items (even if Mall Buyers did not comply with any of the requirements described in Section 1 above), in which case Mall Seller agrees to reimburse My|BARKO for all such refunds (including any related costs and charges) and authorizes My|BARKO to deduct such amounts from any amounts payable to Mall Seller or take such other action as deemed appropriate by My|BARKO in its discretion.

2.4 My|BARKO's determination to approve a refund or return of a Mall Item pursuant to Section 1 above is binding on the relevant Mall Seller. Mall Sellers agree to comply and do all such things as necessary to give effect to a Mall Buyer's request for a refund or return approved by My|BARKO.

2.5 My|BARKO will provide Return Air Waybills to Mall Sellers at no additional cost to Mall Sellers, and each Mall Seller will be responsible for providing the relevant Return Air Waybill to Mall Buyers when fulfilling the purchase order made by Mall Buyers on My|BARKO Mall. If a Mall Seller has failed to provide the proper Return Air Waybill to a Mall Buyer whose request for refund or return has been approved by My|BARKO, My|BARKO reserves the right to elect any method of logistics to facilitate the return of the relevant Mall Items from such Mall Buyer. Mall Sellers understand and agree that in the case of the foregoing, My|BARKO has the right to recover from the relevant Mall Seller any costs incurred in returning the Mall Item(s) without a Return Air Waybill, including by deducting such amounts from any amounts payable to such Mall Seller.

2.6 For any refund or return request approved by My|BARKO, My|BARKO will organize the delivery of the relevant returned Mall Item to the address provided by the relevant Mall Seller to My|BARKO in



writing for the completion of the refund and return process, at no additional cost to such Mall Seller so long as such address is in the country in which the relevant Mall Item was listed for sale on the Site (a “Local Address”). If Mall Seller fails to provide a Local Address for return of the returned Mall Item or otherwise fails to accept delivery of the returned Mall Item within a reasonable period of time (as determined by My|BARKO), My|BARKO reserves the right to dispose of such Mall Item in any manner it sees fit and Mall Seller shall be deemed to have forfeited all rights to such Mall Item.

2.7 For any refund or return rejected by My|BARKO where the relevant Mall Item was received by My|BARKO, My|BARKO will organize the delivery of such Mall Item to the relevant Mall Buyer’s address pursuant to Section 1.6 above.

### 3. My|BARKO Mall 100% Authentic Product Policy

3.1 All products listed by Mall Sellers must be 100% authentic.

3.2 Counterfeit products are prohibited from being listed in My|BARKO Mall. The term “counterfeit” encompasses a product that was made in exact imitation of an existing brand with the intention to deceive or defraud and may include, but is not limited to:

- A product that violates any local country laws in which they are sold;
- A product that is a fake or a replica of an existing official product;
- A product that has never been produced by a specific brand;
- A product that is significantly under - priced;
- A product containing a registered trademark on the product, the packaging or anywhere related to the product without the authorization of the trademark owner;
- A product that contains specific design elements (e.g. cartoon characters or colorways) protected by a trademark; without the authorization of the trademark owner;
- A product that bears such similarities with other products (e.g. a replica of a branded item with or without altered logos) without the authorization of the trademark owner;
- A product that has no visible trademark on the product image on the listing, but the delivered product includes a trademark; and
- Usage of a photo on the listing that contains the trademark of a brand.

3.3 Original equipment manufacturer (“OEM”) brands are permitted as long as no official brand logo is displayed on any OEM product image and no official brand name is stated in any part of the product information.

3.4 If requested by My|BARKO, the Mall Seller shall promptly provide documentation to My|BARKO that proves (to My|BARKO’s reasonable satisfaction) the authenticity of the Mall Item including, but not

limited to, manufacturer sales invoices, authorized distribution agreements and/or certificates of authenticity (“Proof of Authenticity”).

3.5 If the Mall Seller fails to provide Proof of Authenticity, the Mall Seller shall:

- (a) accept the return of the Mall Item from the Mall Buyer;
- (b) refund to the Mall Buyer twice the amount that the Mall Buyer paid for the Mall Item or, where My|BARKO has already refunded this amount to the Mall Buyer, the Mall Seller shall refund such amount to My|BARKO;
- (c) be liable to compensate My|BARKO for such other costs, expenses, losses and liabilities suffered or incurred by My|BARKO (including, but not limited to, loss of goodwill) as determined at My|BARKO’s sole discretion.

3.6 In the event that My|BARKO determines, at its sole discretion, that Mall Seller has violated Section 3, My|BARKO may take all appropriate measures, including but not limited to removing the counterfeit Mall Item listing from the Site, prohibiting the publication of the same or similar goods and/or restricting, suspending or terminating the Mall Seller’s My|BARKO account and/or access to My|BARKO Mall. Mall Seller’s obligations and liabilities under these Terms of Service will not be affected by the restriction, suspension or termination of the Mall Seller’s account.

## **Refunds and Return Policy**

### **1. Application for Returns/Refunds**

Subject to the terms and conditions in this Refunds and Return Policy and the Terms of Service, Buyer may apply for return of the purchased items (“Item”) and/or refund prior to the expiry of the My|BARKO Guarantee Period as stated in the Terms of Service.

My|BARKO Guarantee is a service provided by My|BARKO, on User’s request, to assist Users in dealing with certain conflicts which may arise during the course of a transaction. Users may communicate with each other privately to resolve their differences or approach their relevant local authorities to assist them in overcoming any dispute prior, during or after using My|BARKO Guarantee.

### **2. Application for the Return of an Item**

Buyer may only apply for the refund and/or return of the Item in the following circumstances:

- The Item has not been received by Buyer;
- The Item was defective and/or damaged on delivery;
- Seller has delivered an Item that does not match the agreed specification (e.g. wrong size, color, etc.) to Buyer;
- The Item delivered to Buyer is materially different from the description provided by Seller in the listing of the Item; or
- By way of private agreement with Seller and Seller must send his/her confirmation to My|BARKO confirming such agreement.

Buyer's application must be submitted via the My|BARKO mobile app. My|BARKO will review each Buyer's application on a case-by-case basis and, in its sole discretion, determine whether Buyer's application is successful. In the event where Buyer has commenced legal action against Seller, Buyer may provide the formal notification from the appropriate authority to My|BARKO to request My|BARKO to continue to hold the purchase monies until a formal determination is available. My|BARKO will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

### **3. No Change of Mind**

Unless stated in this Refunds and Return Policy, Buyer may not apply for the return of the Item and/or refund due to a change of mind.

### **4. Rights of Seller**

When My|BARKO receives an application from Buyer for the return of the Item and/or refund, My|BARKO will notify Seller in writing. Seller may respond to Buyer's application according to the steps provided by My|BARKO in the written notification. Seller must respond within the time-frame stipulated in the written notification (the "Stipulated Period"). Should My|BARKO not hear from Seller within the Stipulated Period, My|BARKO will assume that Seller has no response to Buyer's application and will proceed to assess Buyer's application without further notice to Seller. My|BARKO will review each Seller's response on a case-by-case basis and, in its sole discretion, determine whether Buyer's application may be successful against the circumstances stated by Seller.

### **5. Condition of Returning Item**

To enjoy a hassle-free experience when returning the Item, Buyer should ensure that the Item, including any complimentary items such as accessories that come with the Item, must be returned to Seller in the condition received by Buyer on delivery. We will recommend Buyer to take a photo of the Item upon receipt.

## **6. Cost of Returning an Item**

The Buyer and Seller will discuss and mutually agree on who will bear the logistic cost of returning the Item.

## **7. Refunds**

Buyer will only be refunded after My|BARKO has received the confirmation from Seller that Seller has received the returned Item. In the event where My|BARKO does not hear from Seller within a specified time, My|BARKO will be at liberty to refund the applicable sum to Buyer without further notice to Seller. For more information on Seller's response time limits, please click this link. The refund will be made to Buyer's credit/debit card or designated bank account, whichever is applicable.

## **8. Communication Between Buyer and Seller**

My|BARKO encourages Users to communicate with each other in the event where problem arises in a transaction. As My|BARKO is a platform for Users to conduct trading, Buyer should contact Seller directly for any issue relating to the Item purchased.

## **9. Refund of Payment:**

9.1 All refunds shall be made via the original payment mechanism and to the person who made the original payment, except for Cash on Delivery, where refunds may be made via bank transfer or store credit into the individual's bank account provided that complete and accurate bank account details are provided to us.

9.2 We offer no guarantee of any nature for the timeliness of the refunds reaching your account. The processing of payment may take time and it is subject to the respective banks and/or payment provider internal processing timeline.

9.3 All costs associated with the refund process imposed by the processing bank and/or payment provider shall be borne by us.

9.4 All refunds are conditional upon our acceptance of a valid return of the Product.

9.5 We reserve the right to modify the mechanism of processing refunds at any time without notice.

9.6. The guidelines regarding the refunds process of Lazada can be accessed [Here](#).

## **10. Returns/Repairs/Replacements**

### **10.1 Return Policy**

- All returns must be done in accordance with the instructions set out in the Return Policy Here. Seller is not obliged to agree to any return unless all such instructions are followed to Seller's and

Lazada's satisfaction. Should Seller agree to the return, Seller will deliver the replacement Product to your specified address.

## 10.2 Permitted returns

- Subject to Clause 6.1, within 14 days and/or 7 days, depending on the product, from the date of delivery of the Product, you may return a Product when you:

10.3 receive a product that is fundamentally different in nature from the Product specified in the Customer Contract;

10.4 receive a faulty or damaged Product;

10.5 receive a product that is not as advertised on the platform;

10.5 wrong item is delivered;

10.6 receive a product that has missing parts/items; or

10.7 receive a product that does not fit (for fashion items).