



THUNDER MATCH TECHNOLOGY SDN BHD (541512-U)

(a subsidiary of Nojima APAC Limited)

H-G-5 & H-G-6, Connaught Avenue, No. 38, Jalan 9,
Taman Bukit Cheras, 56000 Kuala Lumpur.

Tel: 03-2022 5532 Web: www.tmt.my

TMT.MY General Use Terms and Conditions

This website, including but not limited to any information, service, website event (defined as below), software and program provided thereof (“website”) is hosted by Thunder Match Technology Sdn Bhd (“TMT”). YOU expressly acknowledge that YOU have read these terms of use notice (“notice”) and understand the rights, obligations, terms and conditions set forth herein. If YOU are a minor, YOU shall register as the member or access the website and its services only after your parents (or your guardian) read and understand the rights, obligations, terms and conditions contained in this notice. By continuing to install, copy, surf, download, access, purchase, enter and/or otherwise use the website, YOU or YOUR parents (or guardian) expressly consent to be bound by this notice, including updated version, and all applicable laws and regulations.

Acknowledgement

YOU acknowledge that this WEBSITE will operate only on those designated hardware and software platforms. YOU acknowledge that it is YOUR responsibility to have the appropriate software, hardware and internet connection to operate the then-current version of WEBSITE. TMT in our sole discretion, may modify the WEBSITE, terminate any events hold through this WEBSITE (“Website Event”), or discontinue any service through WEBSITE at any time without notice, and TMT also reserve all rights to cease supporting any hardware or software platform at any time without notice.

YOU acknowledge that some content of the WEBSITE is provided by third parties, and YOU also acknowledge that this WEBSITE may enable access to third parties’ services or websites. YOU agree to enjoy such services or websites and access at YOUR own discretion and such enjoyment shall be subject to the conditions and terms between YOU and such third parties., including but not limited to price of merchandize, order confirmation system, maximum order amount, product delivery and payment policy. YOU also acknowledge and agree that TMT will be is not responsible for neither the agreement between YOU and such third parties nor any content provided by such third parties.

YOU acknowledge that any software YOU downloaded or obtained via the WEBSITE shall be used in compliance with the End User License Agreement (“EULA”) provided or contained therein.

YOU acknowledge that nothing in this NOTICE gives YOU a right to use any of TMT’s trademarks, service marks, product or service names, slogans, logos or images unless YOU have agreed otherwise in writing with TMT.

YOU acknowledge that this NOTICE may reference other guidelines, notices, agreements or other terms and conditions of Website Event provided by TMT or any information contained in the WEBSITE, and such reference shall constitute an integral part of this NOTICE.

YOU acknowledge that TMT reserves the right to modify this NOTICE at any time, and each such modification shall be effective upon posting on the WEBSITE. YOUR continued use of the WEBSITE following any such modification will be deemed YOU agree to be bound by and YOUR acceptance of the modified NOTICE. It is



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therefore important that YOU read and visit this WEBSITE on a regular basis to ensure YOU are updated as to the applicable NOTICE. If YOU do not agree to be bound by this NOTICE and to abide by all applicable law, YOU must discontinue using the WEBSITE immediately.

YOU agree that the electronic format is the sole manner of declaration of intention of this WEBSITE or NOTICE.

YOU acknowledge that this NOTICE may reference in order to protect YOUR privileges, YOU shall abide by the Internet application custom. YOU agree the following actions are strictly prohibited:

- Any attempt to interfere, invade, or destroy any system or resource on the Internet.
- Transmitting materials that are threatening, obscene, pornographic, or destroying the public order and customs.
- Spreading computer virus through the network of the WEBSITE.
- Using any data mining, robots, or similar data gathering and/ or extraction tools. In the event that YOU use any software or tools above, YOU will be disqualified to participate in Website Event.

Intellectual Property Right

YOU acknowledge that YOU are solely responsible for the information upload, transmit, input or provide to this WEBSITE by YOU, and none of such information represents the opinion of TMT. For the avoidance of doubt, information includes without limitation to, information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Information").

When YOU uploaded, transmitted, inputted or provided the Information to this WEBSITE, YOU grant TMT, its affiliates and subsidiaries, a worldwide, non-exclusive, non-revocable, royalty-free, transferable, sub-licensable right to promote and distribute part or all of the Information in any media formats with any manner, including without limitation to modify, reproduce, public broadcast, public transmission, adapt, distribute, publish, public release, or otherwise use the Information.

If YOU do not have authorization for the above right, please do not upload, transmit, input or provide Information to this WEBSITE.

If YOU are accused of allegedly infringing any third party IPR on three or more occasions, TMT reserves the right to terminate and/or restrict YOUR access to the WEBSITE.

All title and intellectual property rights in and to any third party content that is contained in the WEBSITE or may be accessed through the use of the WEBSITE, is the property of the respective content owners and may be protected by applicable intellectual property related laws and treaties.

If YOU are aware of any actual or prospective infringement of any content of the WEBSITE, or an infringement notification is required in accordance with applicable laws or regulations, please submit the notification to



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TMT Customer Service Department with the contact information indicated in this NOTICE, TMT will proceed with the corresponding procedure in accordance with applicable laws.

Upon receipt of an infringement notification from a copyright holder or its agent, TMT will remove, disable YOUR access to or may take other actions to alleged infringing content or services in accordance with applicable laws. If YOU believe that such content or services were not infringing, YOU may submit a counter notification to TMT Customer Service Department with the contact information indicated in this NOTICE, TMT will proceed with the corresponding procedure in accordance with applicable laws.

Registration

To use all services provided in this WEBSITE, YOU acknowledge and accept the followings:

YOU are required to provide true, accurate, current and complete information about YOURSELF if prompted and requested by a registration process of TMT Account. YOU may access and correct YOUR personal information through this WEBSITE at any time.

YOU may view and change YOUR registration information by logging in and editing YOUR account settings on WEBSITE. For the security of YOUR account, YOU will be required to sign in with YOUR login ID and password. YOU are solely and entirely responsible for securing the confidentiality of YOUR password and user name and for any and all activities that occur under YOUR account.

If TMT finds that the account/password of TMT Account had been misappropriated, TMT may immediately suspend or terminate such TMT Account's password, account (or any part thereof) or use of this WEBSITE, and remove all the Information related to such TMT Account from this WEBSITE.

YOU shall comply with this NOTICE and shall not be in violation of any applicable laws and regulations. TMT reserves the right to verify the validity of YOUR membership at any time during or after any Website Event, and reserves the right to disqualify YOU (even a Winner) from any Website Event including YOUR prize qualification who constitutes any misconduct for tampering or suspicion of tampering with Website Event without any notice. Failure of TMT to enforce any of its rights hereof does not constitute a waiver of those rights.

Privacy Policy Due to respect to personal information, TMT is committed to protecting and respecting YOUR privacy with TMT Privacy Policy.

Return/Refund and Cancellations

YOU are allowed to request for a refund or return within fourteen (14) calendar days from the Completion Date of YOUR order. Proper reasoning and adequate proof for the request must be provided to be eligible which includes but are not limited to: receiving a defective or damages product, receiving the wrong item, or the item not matching its description.

YOU are allowed to request to cancel YOUR order within fourteen (14) calendar days from the Check Out Date. Proper reasoning and adequate proof for the request must be provided to be eligible which includes but are not limited to: change of mind before dispatch, error in order placement, or other acceptable justifications.

Return/refund and cancellation requests are not applicable to any liability arising out of the following:

- Loss, damage, liability, claim, cost, or expenses of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - Any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakage, depreciation, atmospheric conditions, or any other gradually operating cause
 - Mechanical or electrical breakdown or wear, tear and/or gradual depreciation
 - Accident, neglect, abuse, misuse, theft, battery leakage, natural disasters, acts of god, commercial usage, power outages or surges, fire damage, and/or improper environment
 - Unauthorised modifications, repairs performed by non-authorized repairer, and other items not affecting the function
 - Overloading or strain
 - Intentional damage from any sources
 - Defects that are subject to recall by the manufacturer, dealer, or supplier
 - Rust, corrosion, mildew, moth, vermin, any organic infestation, or in connection with any process of cleaning, dyeing repairing, restoring, renovating, or dismantling
 - Deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system
 - Detention, confiscation, destruction, or requisition by Customs house or other Officials or Authorities or by seizure or sale under any process of Law or abandonment of the Product
 - Failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.
 - Impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses
 - Failure to follow manufacturer's recommended instructions for installation, operation, routine care maintenance, inspection, cleaning, removal of odours, lubrication, external adjustments, including problems caused by a device that is not the Product, including equipment or accessories that are not OEM, whether or not purchased at the same time as the Product
 - Mysterious disappearance and/or discovered due to inventory stock checking
 - Water damage, whether directly or indirectly caused, includes damage from flood, surface water, waves (including tidal waves and tsunamis), tides, tidal water, overflow from any body of water, or spray from these sources, regardless of wind (including storm surge), and damage caused by waterborne materials carried or moved by the aforementioned water sources
 - Any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a computer system
 - Any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data
 - Liability to anyone other than TMT or Service Plan Holder, as the case may be
 - Product or property liability insurance
 - Acts of criminal breach of trust or act of cheating by any entity set out in the Penal Code

- Acts of terrorism which is defined as acts committed for political, religious, ideological, or similar purposes, including the intention to influence governments or induce fear
- War, invasion, acts of foreign enemies, hostilities (whether declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, state of siege, seizure, confiscation, requisition, nationalization, destruction, or damage ordered by any government or public authority, as well as risks related to contraband or illegal transportation and trade
- Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease (any disease which can be transmitted by means of any substance or agent from any organism to another organism) regardless of any other cause or event contributing concurrently or in any other sequence thereto
- Ionising radiations, contamination, radioactive properties, or nuclear reactions from any nuclear fuel, nuclear waste or from the combustion of nuclear fuel, nuclear installation, nuclear assembly, or nuclear component
- Any loss, damage, or deterioration of batteries (whether rechargeable or not) and adaptors, including any loss of reduction in the functionality, capacity, or performance, whether such deterioration or damage occurs gradually or suddenly, regardless of the cause including wear and tear, usage, or any other factors.
- Costs of removal or reinstallation unless specifically included in manufacturer's warranty.
- Reception and transmission problems resulting from external causes.

TMT retains the unequivocal and absolute authority to decline any refund, return, or cancellation requests at its sole discretion. TMT's decisions in these matters are final and binding, with no obligation to provide justification.

Term and Termination

If for any reason this WEBSITE is not capable of running as planned, including but not limited to force majeure, technical failures, unauthorized intervention, fraud or any other cause beyond the control of TMT which corrupts or affects the administration, security, fairness, integrity or proper conduct of this WEBSITE, TMT reserves the right in its sole discretion to cancel, terminate, modify or suspend the WEBSITE subject to any written directions from a relevant governmental authority.

This NOTICE is effective until terminated by YOU or TMT. YOUR rights to use the WEBSITE will be terminated automatically without notice if YOU fail to comply with the terms and conditions mentioned in this NOTICE. In this regard, TMT will not bear any responsibility to YOU. Upon termination of this NOTICE, YOU shall immediately cease all use of the WEBSITE and its copies, in whole or in part.

Warranty Disclaimer and Limitation of Liability

TMT ensures that the computer system used in the WEBSITE has the reasonable expected safety standard.

YOU ACKNOWLEDGE THAT THE WEBSITE IS PROVIDED "AS IS." THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU, INCLUDING BUT NOT LIMITED TO RELATED COST OF ALL NECESSARY SERVICING AND REPAIR. TO THE EXTENT PERMITTED BY LAW, TMT MAKES NO WARRANTIES,



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EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEBSITE OR ANY OTHER INFORMATION OR DOCUMENTATION PROVIDED UNDER THIS NOTICE OR FOR THIS WEBSITE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF USAGE OR OUT OF COURSE OF PERFORMANCE. TMT ALSO MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THIS WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THIS SERVICE REMAINS WITH YOU. IN NO EVENT SHALL TMT, ITS LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATING TO THIS NOTICE OR THE USE OF OR INABILITY TO USE THE SERVICE OR ANY PART THEREOF, EVEN IF TMT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

TMT shall not be responsible for any incorrect or inaccurate information, caused by the internet user or for any of the equipment or programming associated with or utilized in this WEBSITE, or for any technical error, or any combination thereof that may occur in the course of the administration of this WEBSITE including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website, software failure, theft or destruction or unauthorized access to or alteration of entries and any injury or damage to YOUR computer related to or resulting from participating in or downloading any materials in this WEBSITE.

In the event that any prize is provided in Website Event, YOU acknowledge the following:

TMT accepts no responsibility for any tax implications that may arise from YOUR acceptance of the prize. Independent financial advice should be sought by YOU.

A prize, in whole or in part, is not allowed to transfer or exchange and cannot be liquidated unless specified otherwise.

In the event that a prize is not available despite TMT's reasonable endeavors to procure the prize, TMT reserves the right to substitute a prize of equal recommended retail value, subject to any written directions from a relevant governmental authority.



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TMT accepts no responsibility for any subsequent variation in the prize value.

In the event that any failure of a prize winner to take the prize within a certain period of time indicated in the Website Event is deemed a waiver of the right for a prize, and TMT, on its sole discretion, has the right to decide the substitution method of such prize winner.

Indemnity

YOU agree to defend, indemnify and hold harmless TMT and its affiliates, service providers, syndicators, distributors, licensors, officers, directors and employees, from and against any and all losses, damages, liabilities, and expenses arising out of any claim or demand (including reasonable attorneys' fees and court costs), due to or in connection with YOUR violation of this Notice or any applicable law or regulation, or third-party right.

For further information regarding this NOTICE and referenced guidelines, contact TMT Customer Service Department by phone or email at: 03 – 2022 5532 or customerservice@tmt.my (10.00am – 6.00pm MYT Monday to Friday, excluding Public Holidays).