## **Terms and Conditions**

Dear Time Berhad (Dear Time" or "We") offers brand supporters ("Referrer" or "You") the opportunity to participate in its Referral Program ("Program"). We reserve the right to amend or terminate the Program at any time, for any reason. The Program is administered by Dear Time.

Referrers are bound by these Terms and Conditions by participating in the Program. By participating in the Program, Referrers agree to use the Program in the manner specified in these Terms and Conditions. If You do not agree to these Terms and Conditions in their entirety, You are not authorized to register as a Referrer or to participate in the Program in any other manner. Referrers may not participate in the Program where doing so would be prohibited by any applicable law or regulations.

We reserve the right to modify or amend at any time these Terms and Conditions and/or the methods through which rewards are received. We reserve the right to disqualify any Referrers from participation in the Program at any time at our sole discretion, including without limitation if he/she does not comply with any of these Terms and Conditions or otherwise fails to comply with any applicable laws.

### 1 General

- 1.1 "Referrer" is any registered DearTime user who refers their family members and friends to sign up and purchase DearTime insurance. Any registered DearTime user who has completed identity verification and has a valid bank account is eligible to become a Referrer.
- 1.2 Once your friends and families have signed up to be DearTime users due to your referral, you will be their Referrer and you hereby expressly agree to be bound by these Terms and Conditions.

### 2 Referral Eligibility

- 2.1 "Referrer" is defined as any registered DearTime user (individual or corporation) who:
  - a) has completed identity/corporate verification through DearTime App or Website;
    and
  - b) has a valid Malaysian bank account.
- 2.2 "Referee" is defined as any registered DearTime user (individual only) who:
  - a) has registered as a DearTime user through a Referrer; and
  - b) age 16 years old and above.
- 2.3 At all times, every Referee will only have one Referrer. However, every Referrer can invite and have unlimited Referees.

### 3 How to become a Referrer?

- 3.1 To become a Referrer, You can share your unique referral link to your families and friends through social media, chat apps or email.
- 3.2 You can also flash or download your unique referral QR code and make it available for anyone to scan and become a DearTime user.
- 3.3 <u>Important note</u>: to become your Referee, your friends and families **must** register with DearTime using your unique referral link or QR code.

## 4 Thanksgiving

- 4.1 For every DearTime insurance policy that your Referee owns, in return for the referral, they can allocate up to 10% of the insurance premium to you as a Thanksgiving (gift).
- 4.2 You are eligible to receive the Thanksgiving perpetually subject to the conditions below:
  - a) Referee continues to allocate the Thanksgiving to you; and
  - b) Referee continues paying the insurance premium; and
  - c) Referee's insurance policy remains active.
- 4.3 The Thanksgiving that you receive will be credited to your registered bank account by the 23<sup>rd</sup> day of every month. You can find the payment report under "Referral" menu of DearTime app or web.

#### 5 General Terms and Conditions

- 5.1 You do not in any way represent DearTime. You are not our representative and must not in any way misrepresent yourself when making referrals. You are strictly not allowed to present yourself as a representative, agent, employee or otherwise assume the identity of DearTime.
- 5.2 You are strictly not allowed to be involved in any financial advice or salesmanship in providing information about DearTime products.
- 5.3 You are responsible for any and all tax liabilities of the Thanksgiving that you receive.
- 5.4 DearTime reserves the right to terminate your referral eligibility immediately and withhold all Thanksgiving due should there be any suspected fraud, misrepresentation, breach of contract or in violation of any law, statute or governmental regulations.
- 5.5 Your unique referral link and QR code shall only be used for the purposes stated herein.
- 5.6 If a Referrer provides the unique referral link to families and friends by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members.
  - a) Bulk referrals, distribution to strangers, or any other promotion of a Program in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in DearTime's sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's participation in the Program. DearTime has a no-tolerance spam policy.
  - b) We have no obligation to monitor the content provided by Referrers; however, We may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program.
  - c) While DearTime is the actual sender of the referral email, each Referrer must nonetheless comply with applicable law. Referrers who do not comply with the law, including anti spam laws, are obligated to indemnify DearTime and all of the Released Parties against any liabilities, costs and expenses incurred as a result of such violation.

# 6 Referrer's Code of Conduct

- 6.1 Referrers agree that they will not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward other users. Referrers agree not to use the Program to:
  - Violate the intellectual property rights of DearTime.
  - Collect or attempt to collect personal data about users or potential Referees.
  - Engage in any actions that are designed to disrupt or undermine the Program.
  - Make attempts to gain unauthorized access to the software or the Program for any reason.
  - Transmit files that contain bots, viruses, works, Trojan horses, or any other file that could contaminate or otherwise destroy Twilio intellectual property or stop the function of the Twilio services
  - Engage in illegal or unsportsmanlike activities

- Engage in behaviour designed to annoy or harass others
- Engage in actions that disparage or malign or call into question the reputation of DearTime, in DearTime's sole discretion

## 7 Inappropriate Behaviour

7.1 DearTime may prohibit anyone from participating in the Program or receiving thanksgiving if they determine such User is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other DearTime users (whether or not enrolled in the Program), or representatives of DearTime. Use of any automated system to participate is strictly prohibited, and if discovered, and will result in disqualification. DearTime reserves the right to disqualify anyone, cancel credits, disable or suspect an account, and contact legal authorities (including law enforcement), if it should discover a User is tampering with the entry or referral process or the operation of the Program or violating these Terms. Referrals generated by a script, macro or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, We reserve the right to cancel, change, or suspend the Program.

# 8 Privacy

8.1 Participation in the Program may require a Referee and/or a Referrer to submit personal information about themselves. The personal information will be collected, processed and used in accordance with DearTime's Privacy Policy which can be found at <a href="http://www.deartime.com">http://www.deartime.com</a>. In addition, personal information may be used by Us on our behalf, to contact participants with regards to participation in the Program and to receive communications from DearTime.We are committed to protecting the privacy of all personal information or data entrusted to us.

# 9 Reservations of Rights

9.1 We reserve the right to modify or amend at any time these Terms and the methods through which Thanksgiving is received. We reserve the right to disqualify any referrer at any time from participation in the Program if he/she does not comply with any of these Terms. DearTime' failure to enforce any terms of these Terms shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

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