

## Co-brand MaxReward Member Terms & Conditions

### 1.0 Definitions

- 1.1 In these Terms and Conditions "M3R" means M3 Rewards Sdn Bhd, while 'Co-brand MaxReward' is defined as a global digital consumer reward platform owned and managed by M3R.
- 1.2 "Co-brand MaxReward" allows each Affiliate Merchant to promote their own reward program along a single platform Terms & Conditions meaning a Co-brand MaxReward is accepted by Affiliate Merchant globally.
- 1.3 "Member" is defined as both Individual and Corporate unless otherwise specified.
- 1.4 The "Card" refers to the Co-brand MaxReward digital card, or any other designated card.
- 1.5 "Cardholder" refers to holders of a Card.
- 1.6 "Account" is defined as Member's reward records.
- 1.7 "Membership" means that arrangement by which a member agrees to participate in the programme to receive reward points when purchasing qualifying goods and services from Affiliate Merchant and/or from Max Redemption Mall under these Terms and Conditions.
- 1.8 "Affiliate Merchant" refers to company or individual who have contractually agreed to supply qualifying goods and services in respect of which, points are rewarded on purchases made by Member.
- 1.9 "Max Redeem Mall" is our online portal where Member can redeem MaxPoints for Affiliate Merchant's products or services.
- 1.10 "Suppliers" means products/ service provider or company/persons that are engaged by M3R to supply the products/ services.
- 1.11 "Business Partners" are defined as partners, suppliers, service suppliers, contractors, vendors, agencies, agents or persons, who are appointed by M3R for purposes of managing various aspects of the MaxReward programme.

### 2.0 Co-brand MaxReward programme

- 2.1 Co-brand MaxReward digital member card is not a credit card nor a debit card. No physical member card is issued. Member card is displayed on the home page.
  - 2.2 We have 2 category of membership namely "Individual Member" and "Corporate Member".
    - 2.2.1 **Individual Member**  
Individual above legal age 18 with NRID must be referred by an Individual Member or a Corporate Member and membership is subject final approval by M3R.
    - 2.2.2 **Corporate Member**  
Company with ROC or individual, after approval as Affiliate Merchant shall automatically be a Corporate Member.
  - 2.3 New Member must be referred by a current Member. There is no limit to the number of new members referred. M3R may refuse membership application and reserves the absolute right not to disclose the reasons for such refusal.
  - 2.4 **Affiliate Merchant Reward Fee (AMRF)**  
AMRF is the fee that a Merchant contractually agrees to pay to M3R to manage and fund the Points to reward Members for buying their products/ services. AMRF varies from Merchant to Merchant.
  - 2.5 **Membership Status & Upgrade**
    - 2.5.1 Daily at 9:00pm, a system run shall be conducted to upgrade Membership Status. Member with sufficient MaxPoints is automatically upgraded by deduction of respective number of points as per table on the right.
    - 2.5.2 The benefit of status upgrade is that the member qualifies to be rewarded ReferralPoints & CommunityPoints from downlink members with similar status and/ or lower status.
  - 2.6 **Reward Points**
    - 2.6.1 Member are rewarded 2 types of Points namely Referral Points & Community Points.
- | Status Upgrade | MaxPoints |
|----------------|-----------|
| 1Star to 2Star | 1,000     |
| 2Star to 3Star | 2,000     |
| 3Star to 4Star | 4,000     |
| 4Star to 5Star | 7,000     |
| 6Star to 7Star | 11,000    |
| 7Star to 8Star | 16,000    |
- 2.6.1.1 **ReferralPoints**  
Referral Points = Transaction Amount x AMRF x 20% x 100 Points
    - i. Example 1: Referred Member purchase/redeem Product worth RM100.00 from AM with AMRF of 10%  
Referral Points =  $RM100 \times 10\% \times 20\% \times 100 \text{ Points} = 200 \text{ Points}$ .
    - ii. Example 2 Referred Member purchase/redeem Product worth RM100.00 from AM with AMRF of 5%  
Referral Points =  $RM100 \times 5\% \times 20\% \times 100 \text{ Points} = 100 \text{ Points}$ .

#### 2.6.1.2 CommunityPoints

Step 1: Determine Total Community Points (TCP)

Total Community Points = Transaction Amount x AMRF x 50% x 100 Points

Step 2: Based on the TCP derived from a member's purchase, Community Points are rewarded to 30 uplink members as per table below. The 1<sup>st</sup> uplink member is Gen1, the 2<sup>nd</sup> uplink member is Gen 2 and so on till Gen 30.

Generation	1-3	4-6	7 to 9	11 to 20	21 to 30
% of TCP	5%	15%	8%	1%	0.5%

#### 2.7 Available Points (AP) & On-hold Points (OP)

**Available Points** are Points that a member can redeem from AM and/or Max Redeem Mall.

**On-hold Points** are Points that is kept and shall be released as Available Points when a member refers new members. Hence it is advisable to refer 5 members as soon as possible.

Community Points rewarded to a member are credited as AP or OP under the following terms and conditions as per table below;

No. of Members referred	ZERO	1	2	3	4	5
AP from generation	1 to 5	1 to 10	1 to 15	1 to 20	1 to 25	1 to 30
OHP from generation	6 to 30	11 to 30	16 to 30	21 to 50	26 to 30	NIL

- 2.7.1 When a member did not refer any member, the CommunityPoints from Gen 1 to Gen 5 are credited as AP while the CommunityPoints from Gen 6 to Gen 30 are credited as OP.
- 2.7.2 Immediately after a member referred 1 member, the OH Points prior credit up to Gen 10 shall be credited as AP and henceforth the CommunityPoints from Gen 1 to Gen 10 are credited as AP while the CommunityPoints from Gen 11 to Gen 30 are credited as OP.
- 2.7.3 Immediately after a member referred 2 members, the OH Points prior credit up to Gen 15 shall be credited as AP and henceforth the CommunityPoints from Gen 1 to Gen 15 are credited as AP while the CommunityPoints from Gen 16 to Gen 30 are credited as OP.
- 2.7.4 Immediately after a member referred 3 members, the OH Points prior credit up to Gen 20 shall be credited as AP and henceforth the CommunityPoints from Gen 1 to Gen 20 are credited as AP while the CommunityPoints from Gen 21 to Gen 30 are credited as OP.
- 2.7.5 Immediately after a member referred 4 members, the OH Points prior credit up to Gen 25 shall be credited as AP and henceforth the CommunityPoints from Gen 1 to Gen 25 are credited as AP while the CommunityPoints from Gen 26 to Gen 30 are credited as OP.
- 2.7.6 Immediately after a member referred 5 members, the OH Points prior credit from up to Gen 25 shall be credited as AP and henceforth the CommunityPoints from Gen 1 to Gen 30 are credited as AP.

#### 2.8 Life time membership. Reregistration STRICTLY NOT ALLOWED

Each individual/ company can only register for one Member account. Once registered there is *no option to re-register*.

- 2.9 Member has the absolute right to decline /cancel /terminate the membership. In so doing, the person shall be **permanently ban from re-joining MaxReward**.

- 2.10 M3R may not approve a new member/terminate a member without notice for any of the following reasons;
  - 2.10.1 Supply any misleading information or makes any misrepresentations to M3R or to any Partner in connection with MaxReward; or
  - 2.10.2 Abuses any privilege accorded to the Member under the programme; or
  - 2.10.3 Engages in any fraudulent activities under the programme; or
  - 2.10.4 Found guilty of any crime in a court of law; or
  - 2.10.5 Suspect to be a terrorist against humanity.
- 2.10.6 In event of membership not approved or terminated, the individual/member cannot seek redress of any kind in any court of law.

- 2.11 **Points rewarded do not expire.** Points that are not redeemed over a certain period may be subjected to certain Tax law in the country of operation. M3R shall exercise full discretion to manage the tax situation in the best interest of Members.

- 2.12 **A service fee** of 50 Points shall be charged for each recovery/change of login password & pin.

- 2.13 **Monthly Member Management Fee**

The Monthly Member Management Fee is 100 Points and is automatically redeemed from Member's Available Points on the 1<sup>st</sup> of each month.

- 2.14 **Member's Points statement** reports how a member is being rewarded. Available Points is universal and can be used for redemption in any country subject to Currency/Point conversion rate at time of redemption.
- 2.15 By accessing our website and using our program, the Member is deemed to have agreed to abide and be bound by these Terms and Conditions which shall vary from time to time.

### **3.0 Website**

- 3.1 This website, **[www.max15.my](http://www.max15.my)** is operated by M3R. Throughout the site, the terms "we", "us" and "our" refer to M3R. M3R offers this website, including all information, tools and services available from this site to you, the user.
- 3.2 By visiting our site, you agree to be bound by the terms and conditions ("Terms and Conditions", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.
- 3.3 Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any of our services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.
- 3.4 This website that you are currently viewing is the latest updated version and shall supersede all previous versions. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.
- 3.5 By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to use this site.
- 3.6 You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 3.7 You must not transmit any worms or viruses or any code of a destructive nature.
- 3.8 A breach or violation of any of the Terms will result in an immediate termination of your membership.

### **4.0 General Conditions**

- 4.1 We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve:
  - (a) transmissions over various networks; and
  - (b) changes to conform and adapt to technical requirements of connecting networks or devices.Credit card information is always encrypted during transfer over networks.
- 4.2 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.
- 4.3 The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **5.0 Accuracy of Information**

- 5.1 We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.
- 5.2 This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **6.0 Modification to the Service and Prices**

- 6.1 Prices for our products are subject to change without notice.
- 6.2 We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

- 6.3 We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### **7.0 Products or Services where applicable**

- 7.1 Certain products or services may be available exclusively through Max Redeem Mall. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- 7.2 We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.
- 7.3 We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- 7.4 We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### **8.0 Accuracy of Billing and Account Information**

- 8.1 We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same member account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders.
- 8.2 You agree to provide current, complete and accurate account information for all redemption made at Max Redeem Mall. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- 8.3 For more detail, please review our Returns Policy.

#### **9.0 Optional Tools**

- 9.1 We may provide you with access to third-party tools over which we do not monitor, control or input. You acknowledge and agree that we provide access to such tools without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- 9.2 Any use by you of optional tools offered through this site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

#### **10.0 Third-Party Links**

- 10.1 Certain content, products and services available via our Service may include materials from third-parties.
- 10.2 Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 10.3 We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### **11.0 User Comment, Feedback and Other Submissions**

- 11.1 If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (a) to maintain any comments in confidence; (b) to pay compensation for any comments; or (c) to respond to any comments.
- 11.2 We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.
- 11.3 You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely

responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **12.0 Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy. Click here to view our [Privacy Policy](#).

## **13.0 Errors, Inaccuracies and Omissions**

- 13.1 Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- 13.2 We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **14.0 Prohibited Use**

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: for any unlawful purpose;

- 14.1 to solicit others to perform or participate in any unlawful acts;
- 14.2 to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- 14.3 to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- 14.4 to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- 14.5 to submit false or misleading information;
- 14.6 to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- 14.7 to collect or track the personal information of others;
- 14.8 to spam, phish, pharm, pretext, spider, crawl, or scrape;
- 14.9 for any obscene or immoral purpose; or
- 14.10 to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of these prohibited uses.

## **15.0 Disclaimer of Warranties and Limitation of Liability**

- 15.1 We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- 15.2 We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- 15.3 You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 15.4 You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 15.5 In no case shall M3R, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, 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 the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the minimum extent permitted by law.

## **16.0 Indemnification**

You agree to indemnify, defend and hold harmless M3R and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **17.0 Severability**

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **18.0 Termination**

- 18.1 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- 18.2 These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
- 18.3 If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **19.0 Entire Agreement**

- 19.1 The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.
- 19.2 These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).
- 19.3 Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## **20.0 Official Version – English Language**

The English version of this entire agreement is the official version. In event of any dispute, the English version shall be reference. All other languages versions translated are solely for the purpose of facilitating better understanding of this agreement.

## **21.0 Governing Law**

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with Malaysian law and any disputes will be decided only by the Malaysian courts.

## **22.0 Local Tax Law**

Any tax arising from a member's participation in this programme is the sole responsibility of the Member.

## **23.0 Changes to Terms and Conditions**

We reserve the absolute right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

## **24.0 Contact Information**

Questions about the Terms and Conditions should be sent to us at info@max15.my.

*.... end of Co-brand MaxReward Member's Terms and Conditions...*