

## TERMS AND CONDITION

### **KFC MALAYSIA**

- 10% Discount at KFC with no minimum purchase up to RM200
- Let the cashier at the counter know you are using KA\$H Prepaid MasterCard
- Payment must be charged to KA\$H Prepaid MasterCard
- Discount not applicable for unsuccessful transactions to KA\$H Prepaid MasterCard
- Not valid with any other discounts

### **METROJAYA MALAYSIA**

- 10% discounts off normal priced items
- Let the cashier at the counter know you are using KA\$H Prepaid MasterCard
- Payment must be charged to KA\$H Prepaid MasterCard
- Discount not applicable for unsuccessful transactions to KA\$H Prepaid MasterCard
- Not applicable on best buy and discounted items

### **AYAMAS**

- Product selection may vary by outlet
- Offer valid while stock last
- KA\$H Card offers are not valid for delivery
- KA\$H Card Valid at selected Kedai Ayamias in Peninsular Malaysia
- Let the cashier at the counter know you are using KA\$H Prepaid MasterCard
- Payment must be charged to KA\$H Prepaid MasterCard
- Discount not applicable for unsuccessful transactions to KA\$H Prepaid MasterCard
- Not valid with any other discounts

### **KA\$H BACK**

Last updated: 16th April 2018

#### **KA\$HBack Cashback Shopping Program**

Welcome to KA\$HBack! By using our Site or any KA\$HBack Services, you are subject to the following Terms of Service ("TOS") as well as our Privacy Policy as published on our Site. If you do not agree to the terms, you are not authorised to use this site. The term 'you' refers to the person accessing or using the Site or our Services, or the organisation or company on whose behalf that person accesses the Site or our Services.

KA\$HBack.com offers a service that allows members to earn cashback on purchases made at over 300 stores. With only your email address and a password, you can join and use KA\$HBack. It is that easy! And the best part, it's free to sign up! KA\$HBack does not sell or rent your personal information to third parties, and KA\$HBack does not 'spam' its members. KA\$HBack does not install or require you to install software on your computer. In other words, there is no 'catch'. KA\$HBack

receives a fee for referring buyers to affiliated stores and uses that fee to pay members cashback on their purchases.

Please read this complete member agreement ("Agreement") for full details on the KA\$HBack Cashback Shopping Program ("Program").

### **Becoming a Member**

By enrolling as a member in the Program ("Member"), or by utilizing any of KA\$HBack's shopping applications ("Applications"), you agree to be bound by this Agreement. Enrollment as a Member is simple: you must provide an email address so KA\$HBack can inform you when money or other rewards are credited to your account. Members will provide accurate information when creating an account or registering for KA\$HBack Services; are solely responsible for your User ID and the activity that occurs while signed in to or while using KA\$HBack using your User ID. Members must be at least 13 years of age or older, but are 18 years of age or older to purchase items and agree not to use the Program for any illegal or fraudulent activity. Please be aware that participation in the Program and the opportunity to earn cashback are offered at the sole discretion of KA\$HBack, and KA\$HBack has the right to change this Agreement in whole or in part, at any time, with or without notice.

### **Earning Cashback**

Earning back a portion of your purchases as cashback ("Cashback") is straightforward. Choose a store, product, coupon or other offer displayed on KA\$HBack.com, click on the accompanying shopping link to be directed to an affiliated store's website ("Affiliate Store"), and complete a purchase to earn Cashback on your net purchase amount. You may also earn Cashback on purchases made 'in-store' at a limited number of stores by presenting a KA\$HBack coupon at time of check out. Such stores and coupons are clearly identified on KA\$HBack.com. Specific Cashback amounts vary by store and product category and are provided in detail at KA\$HBack.com. Please note that the net purchase amount excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties.

Certain Affiliate Stores exclude a limited number of products and purchases from the Program. KA\$HBack does its best to minimize and maintain an up-to-date list of exclusions on KA\$HBack.com. Please note that to earn Cashback, you must complete your purchase during the same shopping session you start after clicking on the KA\$HBack link. If you visit other sites before completing your purchase or use coupons not provided by KA\$HBack, your purchase might be associated with a service other than KA\$HBack and you might not earn cashback on your purchase. If you disable 'cookies' on your computer you will not be able to earn Cashback as cookies are used to authenticate the user and be certain Cashback is assigned to the Member account.

### **Earning Bonuses & Other Rewards**

KA\$HBack periodically offers monetary bonuses or other rewards for sign-up in the Program, for referring other new Members, or for other specific actions. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from this Agreement.

To qualify for a referral or bonus reward, a new Member must establish an Active Account (defined below). To qualify for a referral reward, a Member must first refer a new Member who establishes his or her own Active Account via the unique referral link. Please note that sign-up and referral rewards are given for the purpose of attracting new Members to KA\$HBack.

Referral reward is awarded to the Member and is calculated as a percentage of Transactional Cashback that is earned by the Referred Member within a 12-month period from when the Referred Member successfully signs up for a KA\$HBack account. Referral rewards will be credited to the Member's KA\$HBack account. In the event the Referred Member's Transactional Cashback is voided for any reason, the same applies to the Member's referral rewards.

We reserve the right to disqualify any Member or Referred Member at any time from participation in the Program if such Member or Referred Member does not comply with any of these Terms and Conditions and/or any other terms and conditions for other KA\$HBack services.

Referrers may not misuse or exploit the Program, and accordingly may not, for example, create multiple or fake accounts under his/her/its name or participate in the Program using multiple or fake email addresses or identities.

Additionally, Members must not use any paid advertisement to promote this Program, including but not limited to, paid search marketing, advertisements (banners), affiliate networks, paid email campaigns and other similar methods. Members may not use illegal or otherwise objectionable content in connection with any communications relating to the program and/or any referrals made under the Program.

We reserve the right to modify or amend at any time without prior notice, the methods through which referral rewards are earned.

### **Receiving Payment**

To receive payment of accrued Cashback and any other rewards, you must establish and maintain an active account with KA\$H and KA\$HBack ("Active Account") with the information necessary to process your payment. To maintain your Active Account, you must update your information if it changes and have shopped via KA\$HBack or have accrued Cashback at any time within the last twelve (12) months.

KA\$HBack pays its members accrued Cashback and other rewards on request. KA\$HBack pays members in Ringgit Malaysia via online transfers. Each transfer represents Cashback and other rewards earned and accrued during the period. The minimum payment amount is RM30.00. Members with balances below RM30.00 will not be able to cash out and will have to accrue Cashback until it is RM30.00 or above to be able to cash out to the KA\$H Wallet.

Please note that orders from a few Affiliate Stores may be delayed due to delayed processing and reporting by the stores. We do our best to expedite payments and to maintain a list of stores whose practices might delay our ability to pay Cashback on your purchase. KA\$HBack reserves the right to delay payment for any purchase based on changes to Affiliate Store policies and procedures at any time.

### **Updating & Maintaining Your Account**

You must be logged into KA\$HBack and enter your password to change your account information and payment preferences. You may check your account status and recent earning history at any time via the My Dashboard tab on the KA\$HBack Website. For security purposes, it is recommended that you memorize your password and not write it down. You are responsible for keeping your password and other account information confidential. By using this site, you represent that you will be responsible for maintaining your account and password and for restricting access to your computer. You also agree to be responsible for any and all activities that occur under your password or your

account. KA\$HBack will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms of Use. KA\$HBack is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password. By entering any information on this Site, you represent and warrant that: (i) you are at least 18 years of age; (ii) you are using your actual identity; (iii) you have provided only true, accurate, current and complete information; and (iv) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete.

### **Receiving Communications from KA\$HBack**

By signing up for membership at KA\$HBack, you agree to receive communications that are account and membership related (e.g., that we've added money to your account, that we are mailing you a check on a certain date, etc.) as well as periodic shopping-related emails that highlight coupons & special deals that are available to KA\$HBack Members. You can opt-out of receiving emails that are not account-related by following the unsubscribe link on any of the emails. Since we need to communicate account information with you in order to operate our service, you cannot unsubscribe from account information emails. But rest assured that we don't send account emails unnecessarily. If you do not wish ever to hear from KA\$HBack, even if just to hear that we awarded you Cashback, you can close your account by contacting KA\$HBack's customer service department.

### **Protecting Your Information**

KA\$HBack does not sell or rent your information to third parties. KA\$HBack requires your name and address in order to send you payment of Cashback and other rewards earned through KA\$HBack. Any other information gathered by KA\$HBack will be used only to improve your experience, for example by minimizing the irrelevant content or offers you see and increasing the offers you see from your favorite stores. Such information might include your favorite stores, preferred types of coupons or shopping categories. As detailed in KA\$HBack's Privacy Policy, KA\$HBack does not disclose your information to third parties except as necessary (i) for KA\$HBack's agents and service providers to make KA\$HBack's payments to you; (ii) to comply with government agency or court orders or requests; (iii) in providing aggregated or non-personalized marketing services for advertising or store partners; or (iv) for KA\$HBack's agents and service providers to send KA\$HBack communications to you.

### **Inactive Member Accounts & Termination of Membership**

Membership in the KA\$HBack program is free: there is no charge to be a Member or to earn and receive Cashback. If your account is inactive for more than twelve (12) consecutive months, KA\$HBack reserves the right to terminate your account and forfeit any accrued cashback rewards. To maintain an active account, you are required to start a shopping session via KA\$HBack.com / KA\$HBack's Applications or complete a qualifying purchase.

We reserve the right to suspend or terminate your account if there is any evidence of suspected fraud and/or irregularities. Failure to abide by the spirit of the program will result in the forfeiture of your accrued cashback rewards and will lead to the termination of your account.

### **Intellectual Property**

The KA\$HBack site and all its contents are copyrighted materials, protected by Malaysian and international copyright laws. The compilation of content on our web site is the exclusive property of KA\$HBack and may not be used for any other purpose other than as set forth on the site. The

services and information provided herein are solely for your own private use. You are only permitted to use the KA\$HBack site as expressly authorised. Nothing contained herein transfers any express or implied right, title or interest in this web site to you. As between you and us, you retain any intellectual property rights in any copyrighted materials and trademarks that are contained in Content that you post to the Site. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, translate, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights, under any and all of your intellectual property rights related to the Content in any manner we choose. If you have any rights to the Content that cannot be licensed to us, you unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against us or related to our customers and partners anywhere in the world, with respect to such rights.

### **Governing Law And Dispute Resolution**

The Site is controlled by KA\$HBack from Kuala Lumpur, Malaysia. This Agreement, your use of the Site, and all related matters are governed solely by Malaysian laws, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the Kuala Lumpur Regional Centre for Arbitration (the "KLRC"), in accordance with the procedures of the KLRC Rules of Arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be before a single arbitrator. The place of arbitration will be Kuala Lumpur, Malaysia. Notwithstanding the foregoing, you or KA\$HBack may seek injunctive relief from an appropriate court located in Kuala Lumpur, Malaysia prior to or during the arbitration. Any claim or cause of action you may have arising from, connected with, or relating to your use of the Site, this Agreement, or any related matters must be commenced within six (6) months after the claim or cause of action arises, after which time the claim or cause of action is forever barred, regardless of any statute or law to the contrary.

### **Program Limitations, Qualifications & Disclaimers**

Membership in the Program is subject to this Program Agreement. All Affiliate Store membership and/or operating agreements as they relate to their affiliate or partner programs with KA\$HBack and which reside on the Affiliate Store's respective Web sites are hereby incorporated into this Agreement by reference.

Membership in the Program is limited to individuals who are 18 years of age or older. Members may not use scripts or disguised redirects to derive financial benefit from KA\$HBack. Members must have Internet access and maintain a valid email address to be eligible to receive the privileges and benefits of membership.

Any failure to comply with this Program Agreement, any fraud or abuse relating to the accrual or receipt of cashback rewards, or any misrepresentation of any information furnished to KA\$HBack or its affiliates by you or anyone acting on your behalf may result in the termination of your membership in the Program and forfeiture of your accrued Cashback rewards.

The determination of whether or not a purchase made through a KA\$HBack Affiliate Store qualifies for Cashback is at the sole discretion of KA\$HBack. If an Affiliate Store fails to report a transaction to KA\$HBack or withholds payment to KA\$HBack for any reason, KA\$HBack reserves the right to cancel the Cashback associated with that transaction. If KA\$HBack has any reason to suspect fraudulent activity is associated with your account, KA\$HBack reserves the right to delay or withhold payment of Cashback. You give KA\$HBack permission to review your account with Affiliate Stores in cases where KA\$HBack suspects fraudulent activity. KA\$HBack is not responsible for lost or stolen payments, including gift cards. KA\$HBack is not responsible for payments delivered to the wrong address and wrong bank account through no fault of KA\$HBack or for payment errors made by payment partners.

It is your responsibility to check your account regularly to ensure that Cashback has been properly credited and paid and that your account balance is accurate. If you do not believe that Cashback has been correctly credited to your account you must contact KA\$HBack Customer Service within 90 days of the transaction. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the Program.

You may be taxed on your receipt of cash and other consideration (merchandise, travel, etc.) for member referrals, depending on the tax laws of federal, state, and local jurisdictions. KA\$HBack may choose to provide you with those notices to you on occasion. In all instances, you will be solely responsible for any and all tax liability arising out of the consideration received for member referrals.

KA\$HBack is not responsible for changes to, or discontinuance of, any Affiliate Store, or for any Affiliate Store withdrawal from the Program, or for any effect on accrual of Cashback caused by such changes, discontinuance, or withdrawal. KA\$HBack is not responsible for changes to, or discontinuance of, any special offer or coupon code at an Affiliate Store site.

The KA\$HBack Program and Applications are being provided to member "as is" with no warranty. KA\$HBack reserves the right to terminate the Program at any time with or without notice. To the maximum extent permitted by law, KA\$HBack disclaims all representations and warranties, express or implied, with respect to the Program and Applications.

KA\$HBack does not warrant, guarantee, or make any representations regarding the quality or accuracy of advertisements for any products or services offered or provided by Affiliate Stores in conjunction with the Program. In addition, KA\$HBack does not warrant that access to this site or use of its Applications will be uninterrupted or error-free, and KA\$HBack assumes no responsibility for any damage caused by your access or inability to access KA\$HBack.com or KA\$HBack's Applications.

Member agrees to indemnify and hold KA\$HBack, its parents, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any party due to or arising out of Member's use of the Program.

KA\$HBack may modify this Agreement from time to time, with or without notice, and your continued participation in the Program after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the Terms & Conditions page of the KA\$HBack Web site regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Program.

If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. KA\$HBack's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and KA\$HBack with respect to the Program.