

TERMS OF USE

These Terms of Use (“**Terms**”) govern your use of the websites and mobile applications provided by STARPET JOJO Sdn. Bhd. (or referred to as “**us, STARPET JOJO**”) (collectively the “**Apps, Services, Application, and/or Platform**”). Please read these Terms carefully. By accessing and using the Apps, you agree that you have read, understood and accepted the Terms including any additional terms and conditions and any policies referenced herein, available on the Apps or available by hyperlink. If you do not agree or fall within the Terms, please do not use the Apps.

The Apps may be used by (i) natural persons who have reached 18 years of age and (ii) corporate legal entities, e.g companies. Where applicable, these Terms shall be subject to country-specific provisions as set out herein.

Users below the age of 18 must obtain consent from parent(s) or legal guardian(s), who by accepting these Terms shall agree to take responsibility for your actions and any charges associated with your use of the Apps and/or purchase of Services. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Apps immediately.

STARPET JOJO reserves the right to change or modify these Terms (including our policies which are incorporated into these Terms) at any time. You are strongly recommended to read these Terms regularly. You will be deemed to have agreed to the amended Terms by your continued use of the Apps following the date on which the amended Terms are posted.

1. STARPET JOJO SDN BHD

- a) This terms of use form part and parcel of the contract between you and STARPET JOJO Sdn Bhd:
- b) Through our Apps, STARPET JOJO links you to the merchants (“**Merchants**”) for you to order a variety of services including vouchers, packages, delivery services and items (hereinafter collectively referred to as “**Services**”) to be purchased by and/or delivered to you. When you place an order from our Merchants (“**Order**”), STARPET JOJO acts as an agent on behalf of that Merchants to facilitate, process and conclude the order and subsequently for either us or the Merchant to deliver your Order to/from you. Merchants may be owned and operated by third party Merchants, our affiliate companies, or us.
- c) For customer support, you may reach out to us via email or through our in-app customer support chat feature.

2. USE OF THE APPS AND STARPET JOJO ACCOUNT

- a) You shall register for a STARPET JOJO account in order for you to use the Apps. When you register for a STARPET JOJO account, your personal information including a valid email address, a mobile phone number and a unique password shall be required. To purchase an Order, depending on which payment method you opt for, you may need to provide us with your credit card details through us or any third party payment method including but not limited to IPAY 88, BOOST, TNG E-WALLET or any other forms of payment method that shall be available in the future. Your unique password should not be shared with anyone and you agree to keep it secret at all times. You are solely responsible for keeping your password safe and confidentiality. Save for cases of fraud or abuse which are not your fault, you accept that all Orders placed under your STARPET JOJO account are your sole responsibility.

- b) STARPET JOJO shall not be liable for Orders that encounter delivery issues due to incomplete, incorrect or missing information provided by you. You are obliged to provide information that is complete, accurate and truthful for the proper processing of the Orders, including your delivery address, email address and any form of contact information.
- c) If you wish to delete and/or cease to use your STARPET JOJO account, please send us an email requesting the same. We may restrict, suspend or terminate your STARPET JOJO account and/or use of the Apps, if we reasonably believe that:
 - i. someone, which are unauthorised, other than you are using your STARPET JOJO account; or
 - ii. where you are suspected or discovered to have been involved in any form of activity or conduct that is in breach of these Terms, our policies and guidelines, or involved in activity or conduct which we deem in our sole discretion to be an abuse of the Apps.

3. RESTRICTIONS/PROHIBITIONS

- a) The following is a non-exhaustive list of the types of conduct that are illegal or prohibited on the Apps. STARPET JOJO reserves the right to investigate and take appropriate legal action against anyone who, in STARPET JOJO's sole discretion, engages in any of the prohibited activities. Prohibited activities include, but are not limited to the following:
 - i. using the Apps for any purpose in violation of local, state, or federal laws or regulations;
 - ii. posting any content that infringes the intellectual property rights, privacy rights, publicity rights, trade secret rights, or any other rights of any party;
 - iii. posting content that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by STARPET JOJO in its sole discretion or pursuant to local community standards;
 - iv. posting content that constitutes cyber-bullying, as determined by STARPET JOJO in its sole discretion;
 - v. posting content that depicts any dangerous, life-threatening, or otherwise risky behaviour;
 - vi. posting telephone numbers, street addresses, or last names of any person;
 - vii. posting URLs to external websites or any form of HTML or programming code;
 - viii. posting anything that may be "spam," as determined by STARPET JOJO in its sole discretion;
 - ix. impersonating/defamation of another person when posting content;
 - x. harvesting or otherwise collecting any information about others, including e-mail addresses, without their consent;
 - xi. allowing any other person or entity to use your identification for posting or viewing comments;
 - xii. harassing, threatening, stalking, or abusing any person on the Apps;
 - xiii. engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Websites, or which, in the sole discretion of STARPET JOJO, exposes STARPET JOJO or any of its customers, suppliers, or any other parties to any liability or detriment of any type; or
 - xiv. encouraging other people to engage in any prohibited activities as described herein.
- b) STARPET JOJO reserves the right but is not obligated to do any or all of the following:
 - i. investigate an allegation that any content posted on the Apps does not conform to these Terms and determine in its sole discretion to remove or request the removal of the content;
 - ii. remove content which is abusive, illegal, or disruptive, or that otherwise fails to conform with these Terms;
 - iii. suspend or terminate a user's access to the Apps or their STARPET JOJO Account upon any breach of these Terms;
 - iv. monitor, edit, or disclose any content on the Apps; and

- v. edit or delete any content posted on the Apps, regardless of whether such content violates these standards.
- vi. Any decision taken by STARPET JOJO shall be final and STARPET JOJO shall take no responsibility for any contents which carries any infringements during the use of our Apps.
- vii. STARPET JOJO shall reserves all our rights to take any legal actions to any one which infringement any of the rights in the court of Malaysia to protect STARPET JOJO.

4. INTELLECTUAL PROPERTY

STARPET JOJO and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. The Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service and the Application, or any intellectual property rights owned by STARPET JOJO and/or its licensors. STARPET JOJO's name, STARPET JOJO's logo, the Service, the Application and the Merchant's logos and the product names associated with the Application are trademarks of STARPET JOJO or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term the Application herein shall include its respective software, components, processes and design in its entirety.

5. Confidentiality

- a) You shall maintain in confidence all information and data relating to STARPET JOJO, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of STARPET JOJO (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from Enjoy, or any of its affiliate companies, or created in the course of this Agreement. You shall further ensure that you only use such confidential information in order to use the Service, and shall not without STARPET JOJO's prior written consent, disclose such information to any third party nor use it for any other purpose.
- b) The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:
 - i. was at the time of receipt already in your possession;
 - ii. is, or becomes in the future, public knowledge through no fault or omission on your part;
 - iii. was received from a third party having the right to disclose it; or
 - iv. is required to be disclosed by law.

6. Data Privacy and Personal Data Protection Policy

- a) STARPET JOJO collects and processes your Personal Data in accordance with its Privacy Policy. The Privacy Policy applies to all of STARPET JOJO's Services and its terms are made a part of this Agreement by this reference.
- b) Where applicable, you agree and consent to STARPET JOJO, its subsidiaries and any of its affiliate companies collecting, using, processing and disclosing Personal Data as further described in our Privacy Policy.

- c) You acknowledge that STARPET JOJO may disclose Personal Data of other individuals to you in the course of your use of STARPET JOJO's Services. You represent and warrant that you will only use such Personal Data for the purpose for which it was disclosed to you by STARPET JOJO, and not for any other unauthorized purposes.

7. RESTRICTIONS AND PROHIBITIONS

- a) Certain Services that are offer on our Apps are subject to restrictions and/or prohibitions ("**PROHIBITIONS**"), depending on the applicable laws of the location you subscribe the Services from. These restrictions and/or prohibitions include minimum age requirements for any products contain alcohol, Controlled Pets, Restricted Pets, Halal issue and any other Services that we reserve the right not to deliver to you based on the relevant statutory requirements of the time being in force.
- b) STARPET JOJO or our partners' rider may reserve our rights not to deliver non-halal items that contains not halal ingredient to any of the users which are Muslim in religion. STARPET JOJO reserve the rights to check your identity upon delivery of the same to you and additional charges might be imposed to cover any cost and/or backward delivery that may be required. No refund for the purchase of the Classified Services shall be refunded to you, subject to case to case basis.
- c) To purchase any product that contain Alcohol, you must be of the statutory legal age. STARPET JOJO, the Merchant and their delivery riders, as the case may be, reserve the right in their sole discretion:
 - i. to ask for valid proof of age (e.g. ID card) to any persons before they deliver Alcohol;
 - ii. to refuse delivery if you are unable to prove you are of legal age; and/or
 - iii. to refuse delivery to any persons for any reason whatsoever.

8. RESTRICTED PETS

- a) Any delivery services of any restricted pets shall not be allowed and accepted by Our Company for whatsoever reason.
- b) For avoidance of doubt, Restricted Pets shall mean any pets and/or animal prohibited from import or keep or own under any of the Act of Malaysia (including AKTA PEMULIHARAAN HIDUPAN LIAR 2010, Akta Binatang 1953 and others).
- c) In the event of any investigations by the relevant authorities for any Restricted Pets, STARPET JOJO shall reserves all their rights including but not limited to surrender the Restricted Pets to the relevant authorities, providing the general information including but not limited to personal data to relevant authorities and taking any necessary steps to secure the rights of STARPET JOJO. Any damages including loss of profit and reputation shall be claim against the user for any damages suffered by STARPET JOJO.
- d) Our Company and/or driver shall have refused, rejected, and/or reported to relevant authorities in the event on the time of pick up, suspecting that the animal and/or pets fall under the categories of Restricted Pets. We shall not be responsible to any damages, loss, injury and/or prosecution by any relevant authorities against the end user.

9. CONTROLLED PETS

- a) Controlled Pets shall mean any animal and/or pet that required a valid license issued by or from any relevant authorities including local authorities in order to deliver, keep or own under any of the Act of Malaysia or by laws of any local authorities.
- b) In the event of any investigations by the relevant authorities for any Controlled Pets, STARPET JOJO shall reserves all their rights including but not limited to surrender the Controlled Pets

to the relevant authorities, providing the general information including but not limited to personal data to relevant authorities and taking any necessary steps to secure the rights of STARPET JOJO. Any damages including loss of profit and reputation shall be claim against the user for any damages suffered by STARPET JOJO.

- c) Our Company may from time to time requires the User to provide any valid certificate and/or licenses before picking up services provided by STARPET JOJO.
- d) Our Company and/or driver shall have refused, rejected, and/or reported to relevant authorities in the event on the time of pick up, suspecting that the animal and/or pets fall under the categories of Controlled Pets and the user has failed and/or neglected and/or refused to provide the relevant necessary valid certificate and/or licenses. We shall not be responsible to any damages, loss, injury and/or prosecution by any relevant authorities against the end user.

10. Purchase

- a) When you place an Order or making any purchase with STARPET JOJO, STARPET JOJO will confirm your order by sending you a confirmation email containing the Order receipt. Where applicable, Orders may include all the charges and any applicable tax (e.g. Services and services tax, value-added tax, etc.). In the events that you fail to receive the email within 24 hours within the purchase, kindly contact the customer services for further assistance.
- b) Some of the Merchants may require a minimum order value (“**MOV**”) before an Order can be placed and delivered to you. Where an applicable Order fails to meet the MOV, you will have the option of paying the difference to meet the MOV or to add more Services to your Order.
- c) Please note that your Order may be subject to additional terms and conditions provided by the Merchant.
- d) Prior to placing the Delivery Order: -
 - i. You are required to provide the delivery address and/or pick up address in order for the Platform to display the Merchants available in your delivery area.
 - ii. Once you select a Merchant, you will be taken to that Merchant’s menu page for you to select and add your Services to the cart.
- e) To complete an Order, please follow the onscreen instructions after clicking ‘*Checkout*’. You may be required to provide additional details for us to complete your Order. You are required to review and confirm that all the information you provide, including the amounts, delivery details, personal details, payment information, and voucher codes (if applicable) is true, accurate and complete before you click “*PLACE ORDER*”. An Order is successfully placed when you receive an email confirmation containing your Order receipt from us.
- f) Please contact us immediately via our in-app customer support chat feature if you wish to cancel your Order after it has been placed. You have the right to cancel your Order provided a Merchant has not yet accepted your Order.

11. REFUNDS AND DISPUTES

- a) You shall be only entitled to a refund of any purchase and/or subscription of any Services provided by the Merchants and/or us through our Apps in the events that the services and/or products provided by the Merchants is substantially different from the descriptions provided during the purchase of any Services.
- b) Any Complain of clause 11 (a) above shall be made within 3 days from the date of the payment of the payment and/or Services, whichever is later.
- c) Any complain later than the aforesaid 3 days shall not be entertained.
- d) In the event of any complains or dispute submitted by you, we shall obtain an explanation from the Merchant with regards to the products or orders.

- e) STARPET JOJO shall warrants that all circumstances be taking into accounts and may require you to submit any further evidence to support the complaint.
- f) STARPET JOJO shall entertain each and every complain as individual case, on a case to case basis, to make a decision whether to refund the purchase sum to you within 14 days after the complaint. STARPET JOJO shall request the End User to provide with their bank account's details in order for STARPET JOJO to activate the procedure to refund. All refund of the sum shall reflect in the End User's Account within 14 days after STARPET JOJO informed the End User about the decision of the complaint (if success) and subject to the End User provides with the respective bank account's details.
- g) STARPET JOJO reserves the right to cancel any Order/Purchase and/or suspend, deactivate or terminate your STARPET JOJO account in its sole discretion if it reasonably suspects or detects fraudulent behaviour or activity associated with your STARPET JOJO account and/or with your Order.

12. PAYMENT

- a) Prices quoted on the Apps shall be displayed Malaysia currency, Ringgit Malaysia and subject to applicable tax. Prices and offers on the Apps may vary from the prices and you accept that offers offered by our Merchants.
- b) The way we display the prices of our Services may vary depending on the Merchant and/or distances, and the prices reflected on our Apps may:
 - i. include SST or such other equivalent tax; or
 - ii. exclude SST or such other equivalent tax.
- c) A breakdown of the prices and additional charges are displayed before Checkout. When you place an Order, you agree to all amounts, additional charges and the final 'Total' amount which is displayed to you.
- d) Delivery fees are chargeable on every Order unless stated otherwise.
- e) Prices indicated on the Apps are as at the time of each Order and may be subject to change.
- f) You can choose to pay for an Order using any of the different payment methods offered on the Apps
- g) After an Order is successfully placed, you will receive an email confirmation from us with your Order receipt. Delivery fees will not appear in your Order receipt if you opt for Pick-Up.

13. Payment Methods

- a) STARPET JOJO reserves the right to offer additional payment methods and/or remove existing payment methods at any time in its sole discretion. If you choose to pay using an online payment method, the payment shall be processed by our third party payment service provider(s). With your consent, your credit card / payment information will be stored with our third party payment service provider(s) for future orders. STARPET JOJO does not store your credit card or payment information.
- b) You must ensure that you have sufficient funds on your credit and debit card to fulfil payment of an Order. Insofar as required, STARPET JOJO takes responsibility for payments made on our Apps including refunds, chargebacks, cancellations and dispute resolution, provided if reasonable and justifiable and in accordance with these Terms.
- c) For any toll charges applicable during the transportation of pets, STAPET JOJO shall have full right and authority to deduct from your debit card, credit card and/or e-wallet the toll charges applicable for the journey of delivery of the pets.
- d) In the event that your amount in the debit card, credit card and/or e-wallet shall be insufficient to deduct the toll charges applicable, you shall be temporary ceased from using any of the

service of STARPET JOJO in the event your account stipulated any outstanding toll charges until the outstanding toll charges being fully paid by you.

14. Payment Terms for Merchants

- a) Any payments which you pay STARPET JOJO for the Service are due immediately and are non-refundable ("Service Fee"). Subject to any limit stipulated by the applicable law, the Service Fee shall be a percentage of the User Charges, as determined by STARPET JOJO from time to time. This no-refund policy shall apply at all times regardless of your decision to terminate your access to the Application / Platform, our decision to terminate or suspend your access to the Application / Platform, disruption caused to the Service whether planned, accidental or intentional, or any reason whatsoever.
- b) You acknowledge and confirm that STARPET JOJO may administer and act as your collection agent to pay to you the total amount of User Charges due to you in respect of your provision of the services.
- c) STARPET JOJO retains the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where you and/or the User have breached any of the Terms in this Agreement. In such an event, you shall not hold STARPET JOJO liable for any withholding of, delay in, suspension, forfeiture or cancellation of, any payment(s) to you.

15. Payment Terms For User

- a) Payments may be made directly in the Application via the addition of a credit or debit card, or via such other method of making payment to merchants as is available in the Application (each, together with those payment methods in the first bullet point, a "Funding Source").
- b) You agree that we may verify and authorize the Funding Source details when you first register the Funding Source with us as well as when you use the Service.
- c) In the case of credit cards as Funding Sources, you agree that we may issue a reasonable authorization hold, which is not an actual charge against your card, in order to verify your payment method via your card. The hold may appear in your statement as "pending". The authorization hold is issued as a preventive measure against any unauthorized or fraudulent usage of your card.
- d) In the event your payment using a credit card as your Funding Source is processed overseas, you will be liable for any additional charges in relation thereto.
- e) The Company has the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms of Use.
- f) You agree that you will cooperate in relation to any financial crime screening that is required and to assist the Company in complying with any prevailing laws or regulations in place.
- g) The Company reserves the right to suspend the use of your account entirely or block any financial instruments e.g credit or debit card where it reasonably believes that the account activity may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms Of Use.
- h) When you make or receive a payment, you are liable to the Company for the full amount of the payment sent to you plus any fees if the payment is later invalidated for any reason including but not limited to claims, chargebacks, or if there is a reversal of the payment. You agree to allow the Company to determine (or in the case where a credit card is used as the

Funding Source, to work with your credit card issuer) to determine the appropriate party to incur the burden of such claims, chargebacks or reversals.

- i) You shall be responsible to resolve any disputes with your credit card company on your own.
- j) You are responsible for all losses, reversals, fees, claims, penalties or chargebacks, incurred by you or the Company, another user, or a third party caused by or arising out of your breach of this Agreement, damage to or loss of your mobile device, the authorized use of your account by a third party and/or your use of the Service, and where such are borne by the Company, another user, or a third party you agree to reimburse the same for any and all such liability.

15A. JOJO WALLET

- a) The Company introduce a payment method of wallet functionality under the term “JOJO Wallet” as part of the Service in STARPET JOJO.
- b) The JOJO Wallet may be used for the sale and purchase of goods and services from all Merchant and/or any Services and/or Products offered in STARPET JOJO, PROVIDED HOWEVER that no payments in violation of the provisions of these Terms & Conditions shall be permitted.
- c) The User shall immediately notify our Company if any fraudulent activity or theft of funds in the JOJO Wallet of which the User become aware.
- d) Payments by the JOJO Wallet service may be made directly in the application via the addition of a credit or debit card, or via such other method of making payment to merchants as is available in the Application, or by the use of the JOJO Wallet.
- e) Users may choose to add any credit or debit cards or such other methods of making payment into the JOJO Wallet.
- f) You agree that we may verify and authorize the Funding Source details when you first register the Funding Source with us as well as when you use the Service.
- g) In the case of credit cards as Funding Sources, you agree that we may issue a reasonable authorization hold, which is not an actual charge against your card, in order to verify your payment method via your card. The hold may appear in your statement as “pending”. The authorization hold is issued as a preventive measure against any unauthorized or fraudulent usage of your card.
- h) In the event your payment through the JOJO Wallet using a credit card as your Funding Source is processed overseas, you will be liable for any additional charges in relation thereto.
- i) Your JOJO Wallet will hold only Malaysian Ringgit currency.
- j) The Company has the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms of Use.
- k) You agree that you will cooperate in relation to any financial crime screening that is required and to assist the Company in complying with any prevailing laws or regulations in place.
- l) The Company reserves the right to suspend the use of your account entirely, disable the cashless feature in the JOJO Wallet or block any financial instruments e.g credit or debit card where it reasonably believes that the account activity may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of this Terms of Use.
- m) You shall be responsible to resolve any disputes with your credit card company on your own.
- n) You are responsible for all losses, reversals, fees, claims, penalties or chargebacks, incurred by you or the Company, another user, or a third party caused by or arising out of your breach of this Agreement, damage to or loss of your mobile device, the authorized use of your account

by a third party and/or your use of the Service, and where such are borne by the Company, another user, or a third party you agree to reimburse the same for any and all such liability.

- o) You may purchase credits for the JOJO Wallet which may be used to pay for the goods and services either via a Funding Source.
- p) The maximum amount of credit in JOJO Wallet that a user of the shall be capped at RM5,000.00.
- q) The Company may at its sole and absolute discretion reject your request to purchase credit in JOJO Wallet for any reason whatsoever, including without limitation, where your proposed Credits purchase that would cause the aggregate amount of stored value held by the Company, directly or indirectly, alone or together with any person over whom the Company has control or influence, to exceed any value permitted under the prevailing laws and regulations; or
- r) All credit in JOJO Wallet which have not been utilized by you for a period of not less than seven (7) years shall be deemed dormant, and all unclaimed credit therein shall be lodged with the Registrar of Unclaimed Moneys (Jabatan Akauntan Negara Malaysia) (the "Registrar"). You may recover these unclaimed credits directly from the Registrar less any fees or charges that may be imposed, with no further recourse to the Company.
- s) You will not receive interest or other earnings on your Credits. The Company may receive interest on amounts that the Company holds on your behalf. You agree to assign your rights to the Company for any interest derived from your Credits.
- t) You may check your Credits balance in the Application. The Credits balance set out in the Application shall serve as a conclusive evidence balance.
- u) As JOJO Wallet purchases may involve credit card transactions through a financial institution, in the event of any error in such transaction which results in a reversal, fee, claim, penalty or chargeback from the financial institution, the Company reserves the right to clawback the amount (up to the disputed amount) from your Credits or by any other way it deems fit in its sole discretion.
- v) The Company has the right to forfeit your Credits where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms of Use.
- w) The Credits in the JOJO Wallet may be withdrawn to a designated account with a licensed onshore bank in Malaysia in the name of the user, the details of which shall be notified to the Company via the provisions of the Application subject to an admin charge of RM2.00 per withdrawal.
- x) The Company has the right to restrict the withdrawal of all or a portion of the Credits in a JOJO Wallet for a defined period of time for risk management purposes in lieu of potential future claims, chargebacks or reversals.
- y) For any toll charges applicable during the transportation of pets, STAPET JOJO shall have full right and authority to deduct from your JOJO Wallet the toll charges applicable for the journey of delivery of the pets.
- z) In the event that your amount in the JOJO Wallet shall be insufficient to deduct the toll charges applicable, the deduction shall be automatically performing during the next reload. You shall be temporary ceased from using any of the service of STARPET JOJO in the event your account stipulated any outstanding toll charges.

16. Delivery and/or Pick Up Areas

- a) You understand that our Merchants offer their Services in specific delivery and/or pick up areas and our Merchants vary from area to area. By entering your delivery and/or pick up address on the Apps, you will see the Merchants that we make available to you at that time.

- b) Delivery and/or pick up areas may expand, shrink or change depending on weather and traffic conditions and situations of force majeure.

17. Delivery and/or Pick up Time

- a) STARPET JOJO shall deliver your Order and/or pick up and/or deliver your pets to the delivery and/or pick up address provided by You. You may choose for your Order and/or pets to be delivered "ASAP" or scheduled for a specific time. An estimated delivery time will be provided to you in your email confirmation but delivery times shall vary depending on factors that are not controlled by us (e.g. order quantity, distance, time of day (peak periods), weather conditions, traffic conditions, etc.). You can view the remaining delivery and/or pick up time of an Order when you click on 'My orders' on the Apps. You acknowledge that the delivery and/or pick up time we provide is only an estimate and Orders may arrive earlier or later. To ensure that you do not miss a delivery and/or pick up of an Order, you should ensure that either you or someone is at the delivery and/or pick up location once an Order is placed. STARPET JOJO reserves the right not to deliver and/or pick up your Order in the event there is any misrepresentation, misinformation and/or any violation of any laws or any terms stipulated in this terms of use.
- b) In cases where we attempt to deliver and/or pick up an Order but we are unable to do so due to the reasons caused by you, including but not limited to:
 - i. no one was present or available to receive the Order and/or pets;
 - ii. customer was uncontactable despite attempts to reach the customer via the phone number provided;
 - iii. lack of appropriate or sufficient access to deliver the Order or pick up successfully;
 - iv. lack of a suitable or secure location to leave and/or pick up the Order and/or pets.

STARPET JOJO reserves all the rights to terminate the Services and any payment shall not be refunded. In the event of any Pets remain undelivered to their owner due to no fault of STARPET JOJO, a charges in accordance to market rate for accommodation and storage fees for the Pets shall be chargeable to the User. In the event of any legal suits taken against the User, all legal fees, including but not limited to legal fee on a client-solicitor basis shall be claimable against the User.

- c) If you remain uncontactable or fail to receive the Order within ten (10) minutes from the time the Order arrives at your delivery address, STARPET JOJO reserves the right to cancel the Order without refund or remedy to you.
- d) Upon receipt of your Order, if you discover that there are issues with your Order (e.g. wrong order, defective order, or missing Services) please contact our customer support immediately. In some cases, STARPET JOJO may request for photographic proof and/or additional information to properly investigate the issue with your Order. If we determine that the Order and/or Services you received are not of satisfactory condition or quality, we will compensate you for your Order or parts of your Order.
- e) In the event of unreasonable delays attributable to you, you bear the risk of any damage or loss of Services or any deterioration in quality or change in condition of the Services (e.g. changes in the temperature fit for consumption). In this case, you shall not be entitled to a replacement, refund or replacement of the Services. You alone are responsible for inspecting the Services/Order and shall report any issues to the Merchant.
- f) In the event that any journey of the transportation of pets shall involve passing of any toll, the toll charges shall be fully bear by you via an extra payment via JOJO wallet or any form of payment method applicable by STARPET JOJO

18. Discounts and Promotions

- a) From time to time, STARPET JOJO may run marketing and promotional campaigns which offer codes, discounts, and other promotional offers to be used on the Apps (“**Promotions**”). Promotions are subject to validity periods, redemption periods, and in certain cases, may only be used once.
- b) Promotions may not be valid when used in conjunction with other discounts or offer. Additional terms and conditions may apply to Promotions.
- c) Unless otherwise stated, Promotions can only be used on our Apps.
- d) STARPET JOJO reserves the right to void, discontinue or reject the use of any Promotions without prior notice Individual restaurants terms & conditions apply
- e) We may exclude certain Merchants from the use of Promotions at any time without prior notice to you.

19. Representations, Warranties and Undertakings

- a) By using the Apps, you represent, warrant / undertake that:
 - i. You have legal capacity to enter into the Agreement and that you are at least eighteen (18) years old. You cannot enter into the Agreement if you are below eighteen (18) years old;
 - ii. All the information which you provide shall be true and accurate;
 - iii. You will only use the Application, Platform and Service for their intended and lawful purposes;
 - iv. You will keep your account password or any identification we provide you which allows access to the Service secure and confidential;
 - v. You agree to notify us immediately of any unauthorized use of your account or any other breach of security;
 - vi. You will not try to interrupt or harm the Service and/or the Application in any way;
 - vii. You will not attempt to commercially exploit any part of the Application without our permission, including without limitation modify any of the Application’s content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;
 - viii. You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;
 - ix. You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;
 - x. You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
 - xi. You will not use the Application to cause nuisance or behave in an inappropriate or disrespectful manner towards STARPET JOJO or any third party;
 - xii. When using the Service, you agree to comply with all laws applicable to you and/or your use of the Service;
 - xiii. You will not copy, or distribute the Application or other content without written permission from STARPET JOJO;
 - xiv. You will provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You agree that STARPET JOJO may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, STARPET JOJO has the right but

not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

- xv. You will only use an access point or data account which you are authorized to use;
 - xvi. You agree that the Service is provided on a reasonable effort basis;
 - xvii. You agree that your use of the Service will be subject to STARPET JOJO's Privacy Policy;
 - xviii. You agree to assist STARPET JOJO with any internal or external investigations as may be required by STARPET JOJO in complying with any prevailing laws or regulations in place;
 - xix. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, STARPET JOJO or any other party as a result of your breach of this Agreement;
 - xx. You will not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud STARPET JOJO or to disrupt the natural functions of the Application;
 - xxi. You provide us the phone numbers of STARPET JOJO users and other contacts in your mobile phone address book on a regular basis. You confirm that you are authorised to provide us with such numbers to enhance your use of the Service.
 - xxii. You are strictly forbidden to use the Service for other purposes such as but not limited to data mining of STARPET JOJO's information or information related to the Application or the Service. A breach hereof constitutes a grave offence and may be treated as industrial espionage or sabotage, and Enjoy reserves the right to take such action as may be appropriate or permitted under the law against you, and/or any person, whether natural or artificial, directing or instructing you, in the event you use the Service other than for the purpose for which it is intended to be used; and
- b) You further represent, warrant / undertake that:
- i. Your use of the Service is for your own sole, personal use;
 - ii. You will not use the Application and/or the Platform to cause nuisance, annoyance, inconvenience or make fake bookings;
 - iii. You shall not intentionally or unintentionally cause or attempt to cause damage to the Third Party Provider or their Vehicle;
 - iv. Where applicable, you will not create or compile, directly or indirectly, any collection, compilation or other directory from any content displayed on the Application or Platform except for your personal, non-commercial use;
 - v. Where applicable, you will not copy any content displayed through the Application or Platform, including any third party product content and reviews, for republication in any format or media;
 - vi. You acknowledge and agree that only one (1) account can be registered on one device;
 - vii. You are aware that when requesting Services by SMS or by using the Service, standard telecommunication charges will apply; and
 - viii. You agree that STARPET JOJO may, based on its sole discretion, consider an account to be dormant if there has been no transaction made by you on your user account for a period of six (6) months from the last date of transaction and deactivate or restrict access to your user account.

20. Limitation of Liability

- a) To the extent permitted by law, STARPET JOJO (which shall include its employees, directors, agents, representatives, affiliates and parent company) exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our Apps, our services, and any website linked to our Apps and any content or material posted on it. Your exclusive remedy with respect to your use of the Apps

is to discontinue your use of the Apps. The STARPET JOJO entities, their agents, representatives, and service providers shall not be liable for any indirect, special, incidental, consequential, or exemplary damages arising from your use of the Apps or for any other claim related in any way to your use of the Apps. These exclusions for indirect, special, consequential, and exemplary damages include, without limitation, damages for lost profits, lost data, loss of goodwill, work stoppage, work stoppage, computer failure, or malfunction, or any other commercial damages or losses, even if the STARPET JOJO entities, their agents, representatives, and service providers have been advised of the possibility thereof and regardless of the legal or equitable theory upon which the claim is based. 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, STARPET JOJO, the STARPET JOJO entities, its agents, representatives and service providers' liability shall be limited to the extent permitted by law.

- b) STARPET JOJO shall only be responsible to any liabilities, loss and/or damages in the event that any motor vehicle accident happened that causes the injury and/or death of the pets and/or animal subject to the terms and conditions being fulfilled as this Terms of Use. For avoidance of doubt, any calculation of value of the animal and/or pets shall be the market value of the pets of the day of delivery and any claim of medical charges shall be claimed based on receipt claim.
- c) The User shall inform to STARPET JOJO any conditions, medications, health problems, any other conditions that maybe occur by the Pets on the point of subscriptions to any Services or Order. In the event of any problems and/or injury and/or accident and/or incidents happened during the delivery process of the Pets and/or animal, STARPET JOJO shall not be responsible to any form of damages, claims, liabilities and any form of compensation due to no fault of the STARPET JOJO.
- d) Any form of damages, injury and other problems and incidents caused by the Merchant shall not be the responsible of the STARPET JOJO and the User shall take legal actions against the relevant Merchant individually. STARPET JOJO shall not hold any form of liabilities on behalf of the Merchant due to no fault of ours.

21. Indemnification

- a) By agreeing to the Terms of Use upon using the Service, you agree that you shall indemnify and hold STARPET JOJO, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Platform and/or Application in your dealings with the Third Party Providers, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use, any third party terms and conditions or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Third Party Providers via the Service, and (d) your use or misuse of the Service, the Platform and/or the Application.

22. Third Party Links and Websites

- a) The Apps may contain links to other third party websites and by clicking on these links, you agree to do so at your own risk. STARPET JOJO does not control or endorse these third party websites or links and shall not be responsible for the content of these linked pages. STARPET JOJO accepts no liability or responsibility for any loss or damage which may be suffered by you in relation to your access and use of these third party links and websites.

23. Notice

- a) STARPET JOJO may give notice through the Application, electronic mail to your email address in the records of STARPET JOJO, or by written communication sent by registered mail or pre-paid post to your address in the record of STARPET JOJO. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to STARPET JOJO (such notice shall be deemed given when actually received by STARPET JOJO) by letter sent by courier or registered mail to STARPET JOJO using the contact details as provided in the Application.

24. Assignment

- a) This Terms of Use as modified from time to time may not be assigned by you without the prior written approval of STARPET JOJO but may be assigned without your consent by STARPET JOJO. Any purported assignment by you in violation of this section shall be void.

25. Dispute Resolution

- a) This Terms of Use shall be governed by Malaysian law, without regard to the choice or conflicts of law provisions of any jurisdiction and the Malaysian courts shall have jurisdiction.

26. Severability

- a) If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

27. No Waiver

- a) The failure of STARPET JOJO to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.

28. Entire Agreement

- a) This Agreement comprises the entire agreement between you and STARPET JOJO and supersedes any prior or contemporaneous negotiations or discussions.

29. Suspension and Termination

- a) You agree that we may do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Application, or any portion of the Application (including access to your Account and/or the availability of any products or services), for any reason; (ii) to modify or change any applicable policies or terms; and (iii) to interrupt the operation of the Application or any portion of the Application (including access to your Account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. We shall not be required to compensate you for any suspension or termination.

30. No Third Party Rights or Assignment

- a) This agreement does not give rights to any third parties who are not party to this Agreement.

31. Governing Law

- a) These Terms shall be governed and construed in accordance with the laws of the MALAYSIA courts of jurisdiction in which the relevant STARPET JOJO entity is incorporated

32. Customer Service

- a) If you wish to contact us regarding any questions or comments you may have, please send an email to our customer support email or via our in-app customer support chat feature.

33. Language

In the event of a dispute as to the Terms, the English version shall prevail. The English language version of these Terms shall control in all respects and shall prevail in case of any inconsistencies with translated versions.

MODIFY on 22.01.2022