



Taukemas Berhad Service

Agreement Terms and conditions

This Agreement is the official version of the " Taukemas Berhad Service Agreement". From the date of the publication of this Agreement, any reference to the " Taukemas Berhad Service Agreement" throughout Taukemas Berhad shall refer to this Agreement.

The index keywords listed before each service clause are only for helping you understand the main points expressed in the clause and do not affect or limit the meaning or interpretation of the terms of this Agreement. To safeguard your own rights and interests, it is recommended that you read the specific terms carefully.

[Careful Reading] Before you click to agree to this Agreement in the registration process, you should carefully read this Agreement. Please read and understand the content of each term carefully, especially the terms that exempt or limit liability, the terms of legal application, and dispute resolution. If you have any questions about the Agreement, you can consult Taukemas Berhad's customer service.

[Signing Action] When you fill in the information according to the registration page prompts, read and agree to this Agreement, and complete all registration procedures, it means that you have fully read, understood, and accepted all the contents of this Agreement, and reached an agreement with Taukemas Berhad to become an " Taukemas Berhad's user". If you do not agree to this Agreement or any of its provisions during the reading of this Agreement, you should immediately stop the registration process.

1. Definitions

[Taukemas Berhad]: Refers to Taukemas Berhad, including but not limited to iOS application, Android application, etc.

[Taukemas Berhad's Services]: Various services provided to you by Taukemas Berhad based on the internet, including various forms including Taukemas Berhad's clients and new service forms that may appear in future technological developments.

[Taukemas Berhad's Rules]: All kinds of rules, announcements, notices, etc , published by Taukemas Berhad and those to be published or updated in the future.

[Same User]: Refers to the same person who uses the same identity authentication information or is determined by Taukemas Berhad to control multiple Taukemas Berhad's accounts.

2. Scope of Agreement

2.1 Contracting Parties

[Equal Parties] This Agreement is jointly entered into by you and Taukemas Berhad and is legally binding on both parties.

[Subject Information] Taukemas Berhad refer to the legal entities that operate Taukemas Berhad.

2.2 Supplementary Agreement

This Agreement includes the text of the agreement, legal statements, privacy policies, and all kinds of rules, announcements, or notices that Taukemas Berhad has published or may publish or update in the future (referred to as "rules"). All rules are an indivisible part of this Agreement and have the same legal effect as the text of this Agreement. Before you apply to become a "Taukemas Berhad's user," please carefully read the contents of this Agreement and the above rules.

Due to the rapid development of the internet, the terms of this Agreement signed by you and Taukemas Berhad cannot fully list and cover all your rights and obligations with Taukemas Berhad, and the existing agreements cannot fully meet the needs of future developments. Therefore, Taukemas Berhad have the right to formulate and modify this Agreement and/or various rules as needed and make changes publicly on the website without further notice to you. The modified Agreement and rules will take effect immediately upon announcement. Any modification to this Agreement and the formulation or modification of rules will supplement the rights and obligations of both parties to the Agreement and become part of this Agreement. If you continue to use Taukemas Berhad's services after the aforementioned change announcement, it means that you have read, understood, and accepted the revised Agreement and rules. If you do not agree with the relevant changes, you should immediately stop using the services.

3 Account registration and usage

3.1 User Qualifications

You confirm that before you start the registration process to use Taukemas Berhad's services, you should have the civil capacity to perform acts in accordance with Malaysian law. If you do not have such civil capacity, you and your guardian should bear all consequences arising from this in accordance with the law.

3.2 Account Description

[Account Acquisition] When you fill in the information according to the prompts on the registration page, read and agree to this agreement, and complete all registration procedures, you voluntarily accept this agreement, become a formal user of Taukemas Berhad, and obtain a Taukemas Berhad's account.

[Account Usage] You have the right to use the Taukemas Berhad's member name, email address, mobile phone number (referred to as the "account name") and password (the account name and password are collectively referred to as the "account") that you set or confirm to log in to Taukemas Berhad.

[Inactive Account Cancellation] If your account meets the following conditions at the same time, Taukemas Berhad can close your account, and your account will no longer be able to log in to Taukemas Berhad, and the corresponding service will also be terminated:

(1) Not logged in to Taukemas Berhad for one year in a row; No orders placed for one year in a row.

(2) There are no valid services that have not expired, including orders for jewellery products.

3.3 Registration Information Management

3.3.1 True and Legal Information

[True Information] When using Taukemas Berhad services, you should accurately and completely provide your information (including your name and email address, contact phone number, contact address, etc.) according to the instructions on the Taukemas Berhad page, for Taukemas Berhad to contact you. You understand and agree that you have an obligation to maintain the authenticity and validity of the information you provide.

[Legality of Member Name] The Taukemas Berhad member name you set must not violate national laws and regulations and Taukemas Berhad's management regulations on member names. Otherwise, Taukemas Berhad may cancel your Taukemas Berhad's member name, and you will not be able to log in to Taukemas Berhad and use the services.

3.3.2 Update and Maintenance

You should update the information you provide in a timely manner. In cases where the law requires Taukemas Berhad as a platform service provider to verify the information of some users, Taukemas Berhad will periodically check and verify your information in accordance with the law, and you should cooperate to provide the latest, true and complete information.

If Taukemas Berhad fails to contact you based on the information you last provided, you do not provide information in a timely manner as required by Taukemas Berhad, or the information you provide is obviously untrue, you will bear all losses and adverse consequences caused to yourself, others, and Taukemas Berhad.

4 Taukemas Berhad Services and Regulations

[Service Overview] You have the right to enjoy services such as account management and replenishment on Taukemas Berhad. Taukemas Berhad provides various services, and you can log in to Taukemas Berhad to browse the specific services provided.

4.1 Account Management

[Account Application] After registering and passing the review process on Taukemas Berhad, you can enjoy related services provided by Taukemas Berhad.

[Account Transfer] As user accounts are associated with user credit information, you can only transfer your account when there are legal provisions or judicial rulings, approved by Taukemas Berhad, and after providing qualified document materials required by Taukemas Berhad and complying with the user account transfer process specified by Taukemas Berhad rules. Once your account is transferred, the rights and obligations under that account are also transferred. In addition, your account cannot be transferred in any other way, and you will be solely responsible for any liabilities resulting from such transfers.

[Account Termination] You have the right to contact Taukemas Berhad to terminate your account, and you should continue to assume all the guarantee responsibilities for the transactions that have been reached before the termination of your account.

4.2 Dispute Resolution

[Dispute Resolution Methods] If a dispute arises between you and another user during the Taukemas Berhad transaction process, either you or the other user has the right to choose one of the following methods to resolve the dispute:

- (1) negotiate with the other party;
- (2) request mediation by a consumer association or other lawfully established mediation organization;
- (3) lodge a complaint with the relevant administrative department;
- (4) submit the dispute to an arbitration institution based on the arbitration agreement reached with the other party (if any);
- (5) file a lawsuit with a court.

4.3 Fees

Taukemas Berhad incurs significant costs in providing services to you. Except for the fee-based services expressly indicated by Taukemas Berhad, the services provided by Taukemas Berhad to you are currently free. If Taukemas Berhad charges you reasonable fees in the future, Taukemas Berhad will adopt reasonable methods and provide sufficient notice to you in advance through the statutory procedures and the method specified in section 7 of this Agreement to ensure that you have sufficient choice.

4.4 Liability Limitations

[Force Majeure] Taukemas Berhad is responsible for providing services to you on an "as is" and "as available" basis. Taukemas Berhad assumes basic guarantee obligations in accordance with legal provisions, but it cannot be held responsible for any damage resulting from information network equipment maintenance, connection failures, computer, communication, or other system malfunctions, power failures, strikes, riots, fires, floods, storms, explosions, wars, government actions, orders from judicial and administrative authorities, or any damage caused by third parties.

5 Purchase of Goods and/or Services

5.1 Confirmation of Order Information

When you purchase goods or services from Taukemas Berhad, please carefully confirm the name, price, quantity, model, specification, size of the purchased goods, or the time, content, and restrictive requirements of the service, and verify your contact address, phone number, and recipient information when placing your order. If the recipient you filled in is not yourself, you shall bear all legal consequences arising from the actions and expressions of the recipient.

5.2 Transaction Order

Your purchase behaviour should be based on real consumer demand, and you shall not engage in malicious purchasing, malicious rights protection, or other behaviour that disrupts the normal transaction order of Taukemas Berhad. Based on the need to maintain the transaction order and transaction security of Taukemas Berhad, Taukemas Berhad has the right to close the relevant transaction orders, restrict account usage functions, suspend or terminate services without prior notice to you when such situations are discovered.

5.3 Formation and Effectiveness of Contract

After you place an order through Taukemas Berhad, it only means that the system has received

your order. The purchase and sale contract between you and the seller is only formed when you pay the payment, and the purchase and sale contract between you and the seller only becomes effective when you purchase successfully.

5.4 Handling of Abnormal Orders

Taukemas Berhad reserves the right to limit the total number of sales of individual products, the quantity of goods purchased in a single order, and the quantity of similar goods purchased from the same IP address, and has the right to monitor and restrict abnormal orders and abnormal users. If Taukemas Berhad finds that your order placed through Taukemas Berhad violates laws and regulations or other abnormal situations specified in this agreement, Taukemas Berhad has the right to close the relevant transaction orders, restrict account usage functions, suspend or terminate services without prior notice to you.

5.5 Handling of Violations

If you use Taukemas Berhad in violation of national laws and regulations, this agreement, infringe upon the interests of others, Taukemas Berhad's interests or the public interests, or seriously violate social morality, Taukemas Berhad has the right to take measures such as blocking relevant information, suspending or terminating the provision of services.

5.6 Legal Liability

You understand and agree that if you violate this agreement or Taukemas Berhad rules and result in third-party claims, you shall bear legal liability; if this causes losses to Taukemas Berhad, you shall also compensate accordingly.

6 Cash Wallet Account

6.1 User's Cash Wallet Account

A cash wallet account is a digital account where funds can be stored and managed. It's used for direct credit the earnings to the cash wallet account. Direct credit means that the profits earned by your e-shop are transferred directly into the cash wallet account.

6.2 Use of Cash Wallet

Once the profits are credited to the cash wallet account, the account holder can decide how to use these funds. However, you only can use to purchase items within the platform and withdraw from your cash wallet to your own bank account. You can only withdraw the amount based on your cash wallet and not exceed your cash wallet amount. Peer-to-peer payments are not allowed, which means transfer or send money to other people or platforms.

7 Applicable Shariah Contract

The respective Shariah contract for purchase of gold shall be as follows:

- (a) Bai Al-Sarf whereby the payment and delivery for/of gold shall be immediate
- (b) Wakalah or agency whereby the buyer will appoint the seller as the agent for safekeeping of the gold purchased in case the gold is not delivered in T+0.

Buyer will be given a receipt for every purchase of gold made from Taukemas as an acknowledgement for the purchase. With the receipt, buyer is able to take physical delivery of the gold purchased however, for buyer who requires Taukemas to safekeep the gold on their behalf, customer must complete the letter of appointment (refer to appendix 1) as agent (wakil) and submit to Taukemas. Buyer or their authorize agent may collect the purchased gold from Taukemas outlets or its master dealers or mobile dealers by making proper appointment arrangement during the operating hours.

8 Protection and Authorization of User Information

8.1 Protection of Personal Information

Taukemas Berhad places great importance on the protection of users' personal information (i.e., information that can independently or in combination with other information identify a user's identity). When you use services provided by Taukemas Berhad, you agree that Taukemas Berhad will collect, store, use, disclose, and protect your personal information in accordance with the privacy policy published on Taukemas Berhad. Please read the privacy policy in full to understand how Taukemas Berhad handles your personal information.

8.2 Protection and Authorization of Non-personal Information

[Information Publication] You declare and warrant that you have the corresponding and legal rights to the information you publish. Otherwise, Taukemas Berhad may delete or block the information you publish in accordance with the law or this agreement.

[Prohibited Information] You should ensure that the information you publish does not contain the following content:

- (1) Violates the prohibitive provisions of national laws and regulations;
- (2) Political propaganda, feudal superstition, obscenity, pornography, gambling, violence, terror, or instigation of crimes;
- (3) Fraudulent, false, inaccurate, or misleading;
- (4) Infringes on the intellectual property rights of others or involves third-party trade secrets and other proprietary rights;
- (5) Infringes on the legitimate rights and interests of others, such as insulting, slandering, intimidating, or involving others' privacy;
- (6) Contains viruses, Trojans, crawlers, and other malicious software, program codes that may destroy, tamper with, delete, or affect the normal operation of any Taukemas Berhad system or obtain Taukemas Berhad and other users' data and personal information without authorization;
- (7) Other content that is not suitable for publication on Taukemas Berhad in violation of social public interests or public morality or provisions of relevant Taukemas Berhad agreements and rules.

[Authorization of Use] For the brand information you provide, within the copyright protection period, you agree to grant Taukemas Berhad a worldwide exclusive license to use and authorize other third parties to use it for free. You agree that Taukemas Berhad may store, use, copy, modify, edit, publish, display, translate, and distribute your brand information. You warrant that you have obtained the relevant brand authorization. Taukemas Berhad is not responsible for any disputes and legal liabilities related to the legality and authenticity of brand UI and brand information. You

shall bear all brand-related responsibilities on your own.

9 User default and treatment

9.1 Default recognition

If any of the following situations occur, it shall be deemed that you have defaulted:

- (1) Violating relevant laws and regulations when using Taukemas Berhad services;
- (2) Violating the provisions of this Agreement or the supplementary agreements to this Agreement (i.e., Article 2.2 of this Agreement).

To adapt to the development of e-commerce and meet the needs of massive users for efficient and high-quality services, you understand and agree that Taukemas Berhad may stipulate the procedures and standards for default recognition in the Taukemas Berhad rules.

9.2 Default treatment measures

[Information processing] If the information you publish on Taukemas Berhad constitutes a default, Taukemas Berhad may immediately delete or block the corresponding information according to the relevant rules.

[Behavioural restrictions] If the behaviour you perform on Taukemas Berhad or the behaviour that affects Taukemas Berhad and its users, although not performed on Taukemas Berhad, constitutes a default, Taukemas Berhad may take measures such as deducting account points, restricting participation in marketing activities, and suspending partial or all services to you based on the relevant rules. If your behaviour constitutes a fundamental default, Taukemas Berhad may terminate your account and its services to you.

9.3 Compensation liability

If your behaviour causes Taukemas Berhad to suffer losses (including Taukemas Berhad 's direct economic losses, reputation losses, and indirect economic losses such as compensation payments, settlement payments, lawyer fees, litigation fees, etc.), you shall compensate Taukemas Berhad for all losses.

9.4 Special provisions

[Commercial bribery] If you provide tangible items, cash, cash equivalents, labor, travel, or other benefits that are significantly beyond normal business negotiations to Taukemas Berhad employees or consultants, it may be deemed that you have engaged in commercial bribery. If such a situation occurs, Taukemas Berhad may immediately terminate all cooperation with you and charge you with liquidated damages and/or compensation based on the economic losses and reputation losses suffered by Taukemas Berhad due to your bribery behaviour.

10 Amendment of the Agreement

Taukemas Berhad may modify this Agreement or any supplemental agreements as necessary to comply with changes in national laws and regulations, maintain transaction order, and protect consumer rights. The modified Agreement or supplemental agreements (hereinafter referred to as "Amendments") will be notified to you through the legal procedures and in the manner prescribed in section 7 of this Agreement. If you do not agree to the Amendments, you have the right to

provide feedback to Taukemas Berhad before the effective date of the Amendments. If your feedback is adopted, Taukemas Berhad will adjust the Amendments accordingly. If you still do not agree with the Amendments that have taken effect, you should stop using Taukemas Berhad services from the effective date of the Amendments, and the Amendments will not apply to you. If you continue to use Taukemas Berhad services after the Amendments have taken effect, it will be deemed that you have agreed to the Amendments that have taken effect.

11 Notice

You agree that Taukemas Berhad may send various types of notices to you through the following reasonable methods:

- (1) Publicly displayed notices;
- (2) Messages pushed through the client;
- (3) Electronic mails, SMS messages, WeChat messages, WhatsApp messages, letters, etc., sent to the contact information you have reserved with Taukemas Berhad.

12 Termination of Agreement

12.1 Circumstances of Termination

[Termination initiated by user] You have the right to terminate this agreement by any of the following methods:

- (1) Contacting customer service to cancel your account when you meet the account cancellation conditions as published by Taukemas Berhad;
- (2) Stopping the use of Taukemas Berhad services and expressly refusing to accept the revised terms before the effective date of the changes;
- (3) Expressly refusing to continue using Taukemas Berhad services and meeting Taukemas Berhad's termination conditions.

[Termination initiated by Taukemas Berhad] In the following circumstances, Taukemas Berhad may terminate this agreement by notifying you in the manner provided in section 7 of this agreement:

- (1) You breach this agreement and Taukemas Berhad terminates this agreement in accordance with the breach provisions;
- (2) You engage in behaviours such as using another person's account, publishing prohibited information, disrupting market order, or using unfair competition methods, and Taukemas Berhad will close your account in accordance with Taukemas Berhad rules;
- (3) In addition to the above circumstances, if you violate Taukemas Berhad rules multiple times and the circumstances are serious, Taukemas Berhad will close your account in accordance with Taukemas Berhad rules;
- (4) Your account is recovered by Taukemas Berhad in accordance with this agreement;
- (5) Other circumstances in which the service should be terminated.

12.2 Handling after Termination of Agreement

[Disclosure of user information] After termination of this agreement, Taukemas Berhad has no obligation to disclose any information in your account to you or any third party designated by you, except where there is a legal obligation.

[Taukemas Berhad's rights] After termination of this agreement, Taukemas Berhad still has the following rights:

- (6) To continue to retain all types of information listed in section 5 of this agreement that you left with Taukemas Berhad;
- (7) To hold you liable for any breach of contract by you in the past in accordance with this agreement.

[Transaction processing] After termination of this agreement, for any transaction orders generated during the term of this agreement that need to be fulfilled, you shall continue to fulfil your transaction obligations and bear any losses or increased costs arising therefrom.

13 Jurisdiction and Others

[Jurisdiction] Disputes arising from your use of Taukemas Berhad services and related to Taukemas Berhad services shall be resolved through consultation between Taukemas Berhad and you. If the consultation fails, either party shall bring a lawsuit to the court where Taukemas Berhad is located.

[Severability] Any provision of this agreement that is deemed invalid or unenforceable shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions of this agreement.

APPENDIX 1

DATE:

FROM: (BUYER)

APPOINTMENT OF TAUKEMAS BERHAD AS AGENT (WAKIL)

Reference is made to the above subject matter.

By this letter, we, as the principal (muwakkil), irrevocably request and authorize TAUKEMAS BERHAD to be our agent / wakil to keep/hold the gold purchased in your custody (based on the concept of wadiah) until the collection take place by us or our appointed agent / wakil.

Thank you.

Yours faithfully,

Sign¹ (BUYER)

¹ By clicking the acceptance of Terms & Conditions for Gold Trading, customer is deemed to have sign the letter of appointment of Taukemas as agent for safekeeping.