

# ULTIME MALAYSIA Terms of Use

Welcome to the websites operated by Kennyrich Capital Sdn Bhd. The following ULTIME MALAYSIA Terms of Use (this "Agreement") apply to all consumer use of

(1) website at <http://www.ultime.com.my> and all affiliated websites owned and operated solely by Kennyrich Capital Sdn Bhd,

(2) the restaurant reservation services made available by Kennyrich Capital Sdn Bhd through the <http://www.ultime.com.my>, and any ULTIME-branded application for your mobile or other device (collectively, the "ULTIME MALAYSIA Application"), and any other online properties of Kennyrich Capital Sdn Bhd or third parties, as described in Part I below (the "Reservation Services"),

(3) Ultime Boulangerie and Pastry Ordering and Takeaway purchases and related services provided by ULTIME MALAYSIA as described in Part III below (the "Ultime Boulangerie and Pastry Ordering and Takeaway Services"),

(4) any ULTIME MALAYSIA Application, and

(5) any other services or features made available by ULTIME MALAYSIA through the <http://www.ultime.com.my> or any ULTIME MALAYSIA Application. Together, the items in (1) through (6) are the "Services".

In this Agreement, "ULTIME MALAYSIA" and "we" mean Kennyrich Capital Sdn Bhd, and "User" and "you" mean any user of the Services. This Agreement incorporates ULTIME MALAYSIA's standard policies, procedures, and terms and conditions for use of the Services that are referenced by name or by links in this Agreement (collectively, the "ULTIME MALAYSIA Policies").

Please read the Terms of Use carefully before you start to use the Services. By using the services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.

By accessing or using the Services or clicking "accept" or "agree" to this Agreement, (1) you acknowledge that you have read, understand, and agree to be bound by this Agreement, and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services (including, if applicable, purchasing, giving, using, or redeeming any ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaway (as defined below)).

ULTIME MALAYSIA may update or revise this Agreement (including any ULTIME MALAYSIA Polices) from time to time. You agree that you will review this Agreement periodically. You are free to decide whether or not to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Services. You may have to click "accept" or "agree" to show your acceptance of any modified version of this Agreement. If you do not agree to the terms of this Agreement or any modified version of this Agreement, your sole recourse is to terminate your use of the Services, in which case you will no longer have access to your Account (as defined below). Except as otherwise expressly stated by ULTIME MALAYSIA, any use of the Services (e.g., the use of the Reservation Services or the purchase of a ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaway) is subject to the version of this Agreement in effect at the time of use.

## **Part I - Reservation Services**

### **1. Restaurant Reservations.**

ULTIME MALAYSIA provides the Reservation Services to User for the purpose of assisting User in securing dining reservations at participating third-party restaurants (each, a "**Restaurant**"). In response to a User's online request for a Restaurant reservation through the ULTIME MALAYSIA Site or ULTIME MALAYSIA Application, ULTIME MALAYSIA directly contacts the Restaurant's computerised database of reservations. The availability of reservations is determined at the time of User's query. Once a reservation is made by User through the ULTIME MALAYSIA Site or ULTIME MALAYSIA Application, ULTIME MALAYSIA will provide confirmation of the reservation to User by email and/or SMS. By using the Reservation Services, User agrees to receive reservation confirmations by email and/or SMS after booking a reservation through the Reservation Services

### **2. No-Show Policy.**

ULTIME MALAYSIA is committed to providing superior quality services to Users and Restaurants. To assist us in maintaining a consistently high level of service for the Restaurants and their patrons, Users must cancel any reservations that they will be unable to honour at least 60 minutes in advance of the reservation. You may cancel your reservation via the ULTIME MALAYSIA Site or ULTIME MALAYSIA Application or by calling the Restaurant directly. Some Restaurants may require a debit or credit card number to finalise your reservation. In order to use the Reservation Services for these Restaurants, you must provide valid debit or credit card information, and you may be required to cancel your reservation in accordance with the Restaurant's cancellation policy, which will be disclosed at the time the reservation is made. Some Restaurants operate on a credit card pre- authorisation payment system. Your card will not be charged upon reservation, however, in the event you do not cancel your reservation in accordance to the cancellation / refund policy of the Restaurant, ULTIME MALAYSIA reserves the right to charge your credit card in accordance with the Restaurant's cancellation policy. This pre-authorisation payment is facilitated by secure online payment gateway. ULTIME MALAYSIA and the Restaurants do not hold or have access to your credit card details. ULTIME MALAYSIA does not accept pre-authorisation payments using debit cards. ULTIME MALAYSIA shall have no liability for any charges made to the debit or credit card account for any failure to cancel your reservation in accordance with a Restaurant's cancellation policy. User agrees that all final no- show determinations will be made by ULTIME MALAYSIA in its sole discretion.

### **3. Payment and Refund Policy.**

Some Restaurants may require Users to make an online prepayment in order to use the Reservation Services and/or Promotions for these Restaurants. You indicate through the ULTIME MALAYSIA Application that you intend to make an online prepayment for your Restaurant, and authorize the Restaurant to charge you, which may include any applicable taxes or fees and adjustments for any errors or omissions. You must provide the ULTIME MALAYSIA Application with a current, valid and accepted payment method. This Agreement does not waive our right to seek payment directly from you through any other methods, should the payment method fail. This Agreement does not alter your payment obligations to Restaurants; you are responsible for timely payment of all amounts owed by you to any Restaurant. Depending on your payment method, you may be subject to certain minimum charges. Users agrees with the Restaurant's cancellation and/or refund policy upon making reservations and payments. For no-refund policy, purchases are not refundable and we will not refund unless you provide credible evidence to us to prove that you have been wrongly billed or such other circumstances on a "case to case" basis as we may decide in our sole and absolute discretion.

### **4. Usage Guidelines.**

User agrees to use the Reservation Services only to book reservations at Restaurants and then honor those reservations by arriving at the Restaurants on time and ordering and paying for meals. User further agrees not to book more than one (1) reservation for User's personal use during any one meal time (e.g. lunch, dinner, etc.). Resale or attempted resale of reservations is prohibited, and is ground for, among other things, cancellation of your reservations or termination of your access to the Service.

## **Part II – Ultime Boulangerie and Pastry Ordering and Takeaway Services**

### **5. Purchase of ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaways.**

You may purchase electronically Ultime Boulangerie and Pastry Ordering and Takeaways and at ULTIME MALAYSIA (each, a "ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaway") through the ULTIME MALAYSIA Site and ULTIME MALAYSIA Application. When you have made a purchase, we notify the person and delivery address/ self pickup/ Date and time you have designated as the recipient by email. Unless otherwise required by applicable law, ULTIME MALAYSIA, payment made via Ultime Boulangerie and Pastry Ordering and Takeaways are non-returnable and non-refundable unless delivery is incomplete (fail to reach recipient(s) at shipping address or wrong orders delivered). All refunds for incomplete delivery will be done via direct IBG to the purchaser within 7 days after account reconciliation is complete.

**6. ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaway Customer Service.** If you have any questions about ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaways, please contact ULTIME MALAYSIA Customer Service at via email (delivery@ultime.com.my)

## **Part III – Terms for All Services**

### **7. Privacy Policy.**

ULTIME MALAYSIA is committed to helping you safeguard your privacy online. Please review our **Privacy Policy** for details about how we collect, use, and disclose information in connection with the Services.

### **8. Communications from ULTIME MALAYSIA.**

The ULTIME MALAYSIA Application may use GPS locator capabilities to identify your current location. If you provide a mobile phone number, you hereby expressly consent to receive SMS text messages from ULTIME MALAYSIA regarding the Services and as otherwise described in our **Privacy Policy**. The communication standards for the Services include, but are not limited to: SMS, GPS, and web-based browser technology. In order to use the SMS-based Services, you must maintain an active account with a carrier of electronic communications through mobile devices and you may not use a prepaid cellular phone to access the Services.

### **9. Technical Requirements.**

Use of the Services requires Internet access through your computer or mobile device. You are responsible for all mobile carrier charges resulting from your use of the Services, including from any notifications provided by the Services. ULTIME MALAYSIA does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript (or similar technologies) enabled to use the ULTIME MALAYSIA Site, and some features and portions of the ULTIME MALAYSIA Site (including, but not limited to, making, modifying, or canceling reservations) may not be accessible with JavaScript disabled.

### **10. Modifications to Services.**

ULTIME MALAYSIA reserves the right, in its sole discretion, to modify the Services from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the ULTIME MALAYSIA Site, ULTIME MALAYSIA Application, Restaurants, and/or Merchants. ULTIME MALAYSIA shall have no liability to you for any of the foregoing actions. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services following any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services.

### **11. Intellectual Property Rights and Grant of Rights to User.**

The features, information, and materials provided and depicted through the Services are protected by copyright, trademark, patent, and other intellectual property laws. All text, graphical content, video, data, and other content made available through the Services (collectively, the "ULTIME MALAYSIA Content") are provided to User by ULTIME MALAYSIA or its partners or licensors solely to support User's permitted use of the Services. The ULTIME MALAYSIA Content may be modified from time to time by ULTIME MALAYSIA in its sole discretion. Except as expressly set forth herein, no license is granted to User for any other purpose, and any other use of the Services or the ULTIME MALAYSIA Content by User shall constitute a material breach of this Agreement. ULTIME MALAYSIA and its partners or

licensors retain all rights in the Services and ULTIME MALAYSIA Content and any associated patents, trademarks, copyrights, trade secrets, or other intellectual property rights. No license, right, or interest in any trademarks of ULTIME MALAYSIA or any third party is granted under this Agreement.

## **12. Application License.**

Subject to the terms and conditions of this Agreement, ULTIME MALAYSIA grants User a non-exclusive, non-transferable, revocable license to use the ULTIME MALAYSIA Application, in object code form only, on User's compatible mobile devices, solely to support User's permitted use of the Services.

## **13. User Restrictions.**

The Services and ULTIME MALAYSIA Content are offered solely for User's personal use for the purposes described in this Agreement. Any and all other uses are prohibited. ULTIME MALAYSIA expressly reserves all its rights and remedies under applicable laws. ULTIME MALAYSIA reserves the right, in its sole discretion, to refuse service, terminate Accounts, remove or edit content, cancel reservations, or deny access to the Services. You agree not to (and not to allow any third party to): (1) use any robot, spider, scraper, or other automatic or manual device, process, or means to access the Services or copy any ULTIME MALAYSIA Content, except as expressly authorized by ULTIME MALAYSIA; (2) take any action that imposes or may impose (in ULTIME MALAYSIA's sole determination) an unreasonable or a disproportionately large load on the Services or ULTIME MALAYSIA's infrastructure; (3) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (4) rent, lease, copy, provide access to or sublicense any portion of the Services or ULTIME MALAYSIA Content to a third party; (5) use any portion of the

Services or ULTIME MALAYSIA Content to provide, or incorporate any portion of the Services or ULTIME MALAYSIA Content into, any product or service provided to a third party; (6) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then

only upon advance notice to ULTIME MALAYSIA); (7) modify any Services or ULTIME MALAYSIA Content or create any derivative product from any of the foregoing; (8) remove or obscure any proprietary or other notices contained in the Services or ULTIME MALAYSIA Content; (9) use the Services or ULTIME MALAYSIA Content for any illegal purpose; or (10) publicly disseminate information regarding the performance of the Services or ULTIME MALAYSIA Content or access or use the Services or ULTIME MALAYSIA Content for competitive analysis or benchmarking purposes.

## **14. Export Control.**

You shall not and shall not allow any third-party to remove or export from the Malaysia or allow the export or re-export of any part of any ULTIME MALAYSIA Application or other aspects of the Services or any direct product thereof in contravention of any technology control or export laws and regulations that apply to the technology used or supported by the ULTIME MALAYSIA Services, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

## **15. Payment and Debit and Credit Card Information.**

You agree to pay the listed purchase price of the ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaways, as applicable, that you purchase at the ULTIME MALAYSIA Site and ULTIME MALAYSIA Application (including, without limitation, through an SMS or web browser command originating from your Account). You assume all liability for and shall promptly pay any and all such charges. Except to the extent otherwise required by law, you agree that all purchases made by you through the ULTIME MALAYSIA Site or ULTIME MALAYSIA Application cannot be returned or exchanged and are non-refundable, except as expressly provided in this Agreement. To purchase a ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaway, you must provide valid debit or credit card information, including the card's CVV number. Online payment is facilitated by secure online payment gateway. ULTIME MALAYSIA does not hold or have access to your debit and/or credit card details.

## **16. Termination.**

ULTIME MALAYSIA may suspend your ability to use all or any element of the Services or may terminate this Agreement effective immediately, without notice or explanation. Without limiting the foregoing, ULTIME MALAYSIA may suspend your access to the Services if we believe you to be in violation of any part of this Agreement (including any ULTIME MALAYSIA Policies) or, with respect to Ultime Boulangerie and Pastry Ordering and Takeaways, if we receive excessive chargebacks on the debit or credit card associated with your Account. After any suspension or termination, you may or may not be granted permission to use the Services or re-establish an Account. You agree that ULTIME MALAYSIA shall not be liable to you for any termination of this Agreement or for any effects of any termination of this Agreement. You are always free to discontinue your use of the Services at any time. You understand that any termination of your Account may involve deletion of any content stored in your Account for which ULTIME MALAYSIA will have no liability whatsoever.

## **17. Reviews, Comments, Communications, and Other Content.**

The Services may permit you to submit reviews, comments, and ratings, send emails and other communications; and submit suggestions, ideas, comments, questions, or other information for publication and distribution to restaurants and other third parties ("**User Content**"). Any such User Content must not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice, purposeful overcharging, false advertising or health code violations (e.g. foreign objects in food, food poisoning, etc.). You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. ULTIME MALAYSIA reserves the right (but has no obligation) to monitor, remove, or edit User Content in ULTIME MALAYSIA's sole discretion, including if User Content violates this Agreement (including any ULTIME MALAYSIA Policies), but you acknowledge that ULTIME MALAYSIA may not regularly review submitted User Content. If you do submit User Content, and unless we indicate otherwise, you grant ULTIME MALAYSIA a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicenseable

(through multiple tiers) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media. ULTIME MALAYSIA takes no responsibility and assumes no liability for any User Content submitted by you or any other User or third party.

## **18. Your Representations and Indemnity.**

You confirm that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is accurate; and that exploitation of such User Content by ULTIME MALAYSIA and its other Users, partners, and licensees will not violate this Agreement, cause injury to any person or entity, or infringe any third-party rights. You will indemnify ULTIME MALAYSIA and its managers, shareholders, officers, directors, employees, representatives and agents (collectively, the **"Indemnitees"**), against any loss, damage or cost incurred by us arising out of your use of the ULTIME MALAYSIA Site, including, without limitation, the Services, the ULTIME MALAYSIA Content or any other information accessible over or through the ULTIME MALAYSIA Site, including information obtained from linked sites, any User Content submitted by you or your violation of this Agreement, our privacy policy or any other laws, regulations and rules. You will also indemnify the

Indemnitees against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defenses.

## **19. Liability Limitations.**

Except as prohibited by law, in no event shall ULTIME MALAYSIA be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is any way connected with (I) this agreement (II) any use of the Services, the ULTIME MALAYSIA Site or the ULTIME MALAYSIA Content, (III) any failure or delay (including, but not limited to, the use or inability to use any component of the Services or the ULTIME MALAYSIA Site for reservations), or (IV) the performance or non-performance of any restaurant in connection with the Services. In addition, all Users specifically understand and agree that any third party directing Users to the ULTIME MALAYSIA Site by referral, link or any other means is not liable to the User for any reason whatsoever, including but not limited to damages or loss associated with the use of the services, the ULTIME MALAYSIA Site or the ULTIME MALAYSIA Content. ULTIME MALAYSIA is neither an agent of nor is connected with any affiliated restaurant in which a User has made a reservation. ULTIME MALAYSIA is not liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is in any way connected with a User's visit to an affiliated restaurant.

## **20. Disclaimer of Warranties.**

The Services, all ULTIME MALAYSIA Content, and any other information, products, and materials contained in or accessed through the Services, are provided to the User on an "as is" basis and without warranty of any kind. ULTIME MALAYSIA expressly disclaims all representations, warranties, conditions, or indemnities, express or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising from a course of dealing, performance, or trade usage. ULTIME MALAYSIA does not warrant that your use of the Services will be uninterrupted or

error-free, that ULTIME MALAYSIA will review the information or materials made available through the Services for accuracy or that it will preserve or maintain any such information or materials without loss. ULTIME MALAYSIA shall not be liable for delays, interruptions, service failures, or other problems inherent in the use of the internet and electronic communications or other systems outside the reasonable control of ULTIME MALAYSIA. The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights, however, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

## **21. Links to Third Party Websites.**

The Services may contain hypertext links to websites operated by parties other than ULTIME MALAYSIA. Such hypertext links are provided for User's reference only, and ULTIME MALAYSIA does not control such websites and is not responsible for their content. ULTIME MALAYSIA's inclusion of any hypertext links to such websites does not imply any endorsement of the material on such websites or any association with their operators. ULTIME MALAYSIA is not liable for any such third-party websites or any content, features, products, or services made available through such third-party websites.

## **22. Release.**

Restaurants are solely responsible for their interactions with you and any and all claims, injuries, illnesses, damages, liabilities, and costs ("**Claims**") suffered by you (or, if applicable, any recipient of a ULTIME MALAYSIA Ultime Boulangerie and Pastry Ordering and Takeaway) as a result of your (or such recipient's) interaction with or visit to any Restaurant or from any product or service of any Restaurant.

## **23. Notify Us of Infringers.**

If you believe any of the Services violate your rights, please notify our agent in writing. The contact information for our agent is at the bottom of this Section.

In order for us to take action, you must do the following in your notice:

- (a) provide your physical or electronic signature;
- (b) identify the work that you believe is being infringed;
- (c) identify the item that you think is infringing your work and include sufficient information about where the material is located so that we can find it;
- (d) provide us with a way to contact you, such as your address, telephone number, or email;
- (e) provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the owner, its agent, or the law to be used in connection with the Services; and
- (f) provide a statement that the information you provide in your notice is accurate, and that you are authorized to act on behalf of the owner whose work is being infringed.

Here is the contact information regarding Rights Enforcement:

Kennyrich Capital Sdn Bhd Init 4-1, Level 3A, Menara Noble Land, No. 2, Jalan Changkat Ceylon, 50200 Kuala Lumpur. (info@ultime.com.my)

Again, we cannot take action unless you give us all the required information.

#### **24. Severability.**

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision (or portion thereof) notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

#### **25. No Assignment.**

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by User, but may be so transferred, assigned or delegated by ULTIME MALAYSIA.

#### **26. Waiver.**

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

#### **27. Choice of Law.**

The Terms of Use is made under and shall be governed by and construed in accordance with the laws of Malaysia without regard to its conflicts of law provisions. Any claim or controversy arising out of or related to these Terms of Use shall be instituted exclusively in the courts. If you would like to bring a matter to our attention, please contact us at **info@ultime.com.my**

