

## GENERAL TERMS & CONDITIONS

Last modified 30<sup>th</sup> Dec 2024

Welcome ZINNIAsies!

Important – Please read these terms carefully. By using the Service (as defined herein), you represent that you have read, understood, accepted and agreed with the Terms of Use. You also agree to the representations made by yourself below. If you do not agree to the Terms of Use and wish to discontinue using the Service, then please do not continue using or accessing the Application (as defined herein) or the Service.

The Terms of Use stated herein (collectively, “Terms of Use” or “Agreement”) constitute a legally binding agreement between you and ZINNIA GLOBAL Sdn. Bhd. (“Company”).

By using ZINNIA website, mobile application (“Application”) and downloading, installing or using any associated software supplied by the Company (“Software”) to access and use Application (“Service”), you hereby expressly acknowledge and agree to be bound by the Terms of Use, and any future amendments and additions to the Terms of Use as published from time to time. Following your continued use of the Service, you will be deemed to have agreed of the revised Terms of Use

The purpose of these terms and conditions is to establish a business relationship between ZINNIA Global Sdn. Bhd. (“the Company”) and Members (including “Members” and Distributors”) by observing the mutual understanding of rules in selling the goods of the company. All matters regarding the member administration of the Company shall follow these Terms and Conditions. These rules and regulations shall be applicable to all Members.

The Company reserves all rights in amending the following Rules and Regulations without any prior notice or clarification.

- Member Registration
- 1. Member Qualifications

Any Malaysian or Permanent Resident of Malaysia; or

- i. Singaporean or Permanent Resident of Singapore
- ii. Brunei or Permanent Resident of Brunei
- iii. China or Permanent Resident of China
- iv. Taiwan or Permanent Resident of Taiwan
- v. Hong Kong or Permanent Resident of Hong Kong

Who is at least eighteen (18) years of age, is eligible to apply for a member of the Company.

- 2. Limitation on Registration

Those falling under any of the following shall be restricted from registration:

- i. Executives and Employees of ZINNIA GLOBAL Sdn Bhd (ZINNIA) and its subsidiaries.
- ii. Persons under 18 years of age at the time of registration.

Notwithstanding the above restrictions for the registration, the Company may terminate the membership of a Member who registered in violation of under clause (2) and the Company shall then not be liable for any loss or damages whatsoever arising therefrom.

- 3. Registration of New Members

- a) All registration as a ZINNIA Members must register at ZINNIA’s APP or official website [zinniaglobal.net](http://zinniaglobal.net) with a sponsor and any PERSONAL Purchase of ZINNIA Product.

- b) All members must register using their own names and Identity Card number (NRIC / Identity Card / Passport) and provide a copy of their Identity Card/passport. The Company will recognize only the qualifications of the registered members themselves. Members who joined under another person's name may not claim rights against others.
- c) All members are required to provide their Malaysia income tax number (TIN).
- d) ZINNIA member shall upgrade to ZINNIA Partner [Distributor] status by purchasing one set of AP or more to activate their new status.
- e) Members who have upgraded to Partner [Distributor] status are required to provide documents such as their NRIC/Identity Card/Passport as requested by the company.
- f) Members must certify that all of the information provided is complete and accurate, including the information of the sponsoring member. If any false or misleading information is found in the members' registration applications, the Company reserves the right to terminate the membership.
- g) The company, at all times, reserves rights to review the membership. Access to the App or Website after registration does not warrant acceptance by the Company. Once the membership is registered, members are not allowed to make any changes to their name and Identity Card / ROC number.
- h) Individual member should only have one account under his/her name. No multiple membership accounts are allowed.
- i) An existing Company's member shall sponsor the applicant; the applicant is required to complete the prescribed Member Application via ZINNIA App or ZINNIAGlobal.Net in a true and complete manner particularly the personal details of the applicant and those of the sponsor. The Company reserves the rights to reject any application due to incorrect details given and/or incomplete application.
- j) Company only accepts Application and Agreement for Membership in the name of individuals. Applications in the names of corporations or partnerships will not be accepted unless expressly authorised in writing by ALL The Shareholder from the corporate or partnership, and provided corporate documents, such as Form9, Form49, Form24, Form44 and others relevant documents.
- k) Member must provide documents such as NRIC, Passport or Identity card, and for membership under name of corporations or partnerships provided relevant corporate documents as required by the Company.
- l) The Company reserves the right to reject any application without having to give any clarification.
- m) Membership registered under name of individuals allow change to name of corporations or partnerships. The name change request is subject to the approval from ZINNIA.
  - i. For the name change request member must provide documents relevant such as authorized letter in writing by ALL The Shareholder from the corporate or partnership, Form9, Form49, Form24, Form44 and others relevant documents.
  - ii. A minimum processing fee of RM 200 will be charged for this request.
  - iii. Members Detail of CP58 shall follow the latest updated detail.

#### 4. Definition of Member Qualifications

- a) A Member registered with the Company shall be legally responsible for all activities he or she has performed as an independent Member who conducts sales activities on his or her own with respect to the business policies, business modal plans, and product purchases publicly presented by the Company.
- b) Members shall agree to comply with the ZINNIA business modal, Operation Procedures, Rules and Regulation, Term & Condition and product regulations as established and as may be amended from time to time by ZINNIA without prior notice or clarification.

#### 5. Member Information Management

- a) At the time of registration, the Member shall clearly state his or her personal details, recommendations and sponsorship in accordance with the document procedures set by the Company, responsibility for any wrong information provided and defects in the submitted documents shall be borne by the submitting party.
- b) Furthermore, the Member shall notify the Company immediately of any changes made to his or her personal information (address, phone number, bank account details etc.) and other necessary information, and all responsibility (mail return, etc.). The Company will not bear any responsibility if Members fail to receive rewards or any other notices.

- c) You also confirm that all the information provided by you are true and accurate. You agree to provide the Company with proof of identity when requested, accurate, current and complete information as required for the Service and shall be responsible to update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement. You further agree that the Company may rely on your information as accurate, current and complete. If your information is untrue, inaccurate, not current or incomplete in any respect, then the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice.
- d) The Company reserves the right to use the information provided by members. For more details, please refer to the Company's data privacy policy.

6. Membership Validity Period :

An initial duration of Membership period begins from the following month of the approved registration and continues until the last day of the twelve (12) month. If a member has records of purchase during this period, the membership will be extended for twelve (12) month, from the following month the member has made the purchase.

7. Termination of Membership/ Partnership [Distributorship] :

- a) Company reserves the right to terminate any membership/partnership [distributorship] without prior notice and with immediate effect, or impose a penalty on members for breaching any of the provisions herein. In determining the appropriate course of action in the event of a breach, the Company may consider, without limitation, the nature and severity of the breach. If members disagree with the action taken by the Company, they may file an appeal within seven (7) days, along with supporting evidence. However, the Company's decision will be considered final thereafter
- b) Any members who does not achieve any purchase in the past twelve (12) month, his or her membership /partnership [distributorship] shall be terminated automatically without prior notice.
- c) Member terminated under Clause 7(b) above may re-apply for a New Membership on the next 30 days from the date of termination and approval shall be at the sole discretion of the Company. However, The Company reserves the rights to reject any such application without having to give any clarification/reason.
- d) The Company reserves the right to terminate any membership at any time upon the members is found: -
  - i) violating any Rules and Regulations stipulated in the Company's Rules and Regulations for Member.
  - ii) any information provided by member is subsequently found to be false or inaccurate.
- e) Any member with the rank or above or any member of either one of the district, if found to have participated in any activities or businesses other than those of the Company which directly or indirectly affect the interest of the Company will have his or her membership terminated.
- f) Member terminated under Clause 7 (d) and (e) above shall not directly or indirectly participate in of establishment development any membership of the Company. He or she shall no longer address himself or herself as a member of the Company. Simultaneously, he or she shall not speak ill of the Company between or among any existing members, or do something to sabotage the operation or the corporate image of the Company.
- g) Any member has been terminated from his or her membership at any time his or her downline members shall be transferred automatically to his or her up-line.
- h) Any applicant, who has gone through a fresh application and becomes a new member, shall no longer retain those rewards, ranks and/or rights of a member of any committee at the time before his or her termination of membership takes effect.
- i) Any terminated member shall automatically lose his or her right to continue enjoying those benefits and ranks at the time before his or her termination of membership takes effect. The Company may also deny privileges that are awarded to them from time to time by the Company including but not limited to awards recognition at corporate events and participation in Company's sponsored events.

8. Resignation of member :

- a) Any member may withdraw from his or her membership at any time, regardless of reason, by surrendering his or her membership and submitting his or her intention in writing to the Company. His or her downline members shall be transferred automatically to his or her upline.

- b) Resigned member shall be eligible to re-apply for a new membership after six (6) calendar months from the date of the acceptance of his or her resignation by the Company. However, the Company reserves the rights to reject such application without having to give any clarification/reason.
- c) Any applicant, who has gone through a fresh application and becomes a new member, shall no longer retain those rewards, bonuses, funds, ranks and/or rights of a member of any committee at the time before his or her resignation/termination of membership takes effect.

9. Re-Registration of Member :

- a) For member is automatically withdrawn from membership by the company due to no purchase in the past twelve (12) month, the member is only allowed to re-register on the next 30 days from the date of withdrawal and by purchase of products. The fresh application is subject to the approval from company.
- b) A withdrawn Member's Inactive Period shall be extended if he or she fails to comply with it. In case of a who has had his or her membership terminated by a disciplinary action, the Company may permanently refuse to register him or her as a member.

10. Transfer Of Membership, Inheritance

Membership are not allowed to transfer unless:-

- a) Membership is registered under the name of the individual and transferred to the corporate or partnership, the name of the transferred person must be present as one of the shareholder of the corporate or partnership. Only one (1) time transferred is allowed and A minimum processing fee of RM 200 is required for the application and the Company reserves the right to obtain approval.
- b) Member who has attained the government gazetted retirement age or unable to continue his or her membership due to health reasons, may apply to transfer the membership to his or her beneficiary or to anyone nominated by him or her. The application will be subject to the Company's approval.
- c) Upon death of a member, his or her membership shall be transferred to his or her beneficiary last stated in the official statement of nomination. In the event the beneficiary is different from that stated in the member's will, the beneficiary nominated in the Company's nomination form will be considered the rightful beneficiary unless otherwise directed by the Court of law.
- d) The Company shall give priority to the next of kin of the member with the written consent of other existing next of kin if the member has not nominated any beneficiary and provided that the Letter of Administration have been obtained.
- e) Any person who inherits the membership must execute a Member Application Form of the Company and fulfill all responsibilities of a member and abide by the Company's Rules and Regulations.
- f) If the beneficiary is already an existing member of the Company, one of his or her memberships shall be terminated.
- g) The beneficiary shall be entitled to all the benefits if any, and ranks of the deceased member.

11. Functionality Requirements :

Some functionality of the Application including the Service, may require the transmission of your information including but not limited to your name and password, address, e-mail address, date of birth, financial information (such as credit card numbers), the International Mobile Equipment Identity number accessed in your device, phone-book information, information related to your membership account or GPS location (collectively, "User Information"). When you use such functionality of the Application, you consent to the transmission of the User Information to the Company, its service providers, the people on your mobile device's contact list specifically for birthday notifications (which you have a choice to make your date of birth (without year) private or public) and authorizes the Company, its service providers to record, process, and store such User Information as necessary for the Application's functionality. You are solely responsible for maintenance of the confidentiality and security of any User Information transmitted from or stored on your device for purposes of the Application, the provision of the Service and for all transactions and other activities undertaken by you registered in your name, whether authorized or unauthorized.

12. Personal Use :

Your use of the Service is for your own sole and personal use. You undertake not to authorize others to use your identity for the Service. When using the Service, you agree to comply with all applicable laws.

13. Authorised Access :

You may only access the Service using authorized means and you are responsible to check and ensure that you have downloaded the correct Software and/or Application for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software and/or the Application to your device. The Company reserves the right not to permit you to use the Service should you use the Software and/or the Application with an incompatible or unauthorized device or for purposes other than which the Software and/or the Application is intended to be used.

14. Order / Shipping :

- a) All purchase must proceed via ZINNIA App or ZINNIA website ZINNIAGlobal.Net.
- b) Order will be processed after payment confirmed, within 3-7 Working days, and up to 14 working days for other countries. These time indications are not guaranteed by ZINNIA and only represent a reasonable general expectation for customers. In the event of shipping delays and/or if any of our ZINNIA Products are out of stock, please expect to be contacted by a representative of the ZINNIA team.
- c) Images of products displayed on ZINNIA App or ZINNIA website are for illustration purposes only. The actual products may differ from such images.
- d) Company reserves the right to decline any order where delivery location is not covered by our authorized courier company.
- e) Shipping charges will bare by members and shown at order cart during processing order.
- f) Shipment currently shipped out from Selangor, Malaysia.
- g) Changes of the shipping and billing address will not be entertained after order has been confirmed.
- h) Order will only be delivered to valid addresses (Not to PO box).
- i) Failed delivery attempts, no one is available at the delivery address to receive the parcel and it's up to customer to follow up and arrange for another delivery date. Please note that if any additional shipping charges for attempted delivery and returning shipping charges will be borne by member / customer.
- j) For Shipping to China, a valid front and back copy of the CHINA identity card must be provided.
- k) For Shipping to Taiwan Consignees must completed registration EZ Way app, the APP for Real-Name Authentication.
- l) For overseas delivery, If there are more than two invoices, the remaining invoices will be scheduled for shipping in subsequent delivery batches.
- m) Please note that international shipping does not include import duties or taxes. These charges are the responsibility of the buyer.

15. Exchange Of Goods :

- a) Goods sold are not returnable. Company accepts returnable and exchangeable unless due to manufacturing defects. Should a customer encounter item(s) with manufacturing defects, kindly contact Company within 48 hours from the date of receipt. However, this guarantee does not extend to damage or contamination due to expiry, negligence or deliberate acts.
- b) More details for Return & Exchange may refer to company's Return & Exchange Policy and Terms and Conditions.

16. Rewards :

- a) Rewards earned by the members/partners/distributor are calculated monthly, based on 12.00AM (GMT+8) the last day of the month.
- b) All Rewards are calculate based on net sales (after deducting of PAB%, Vouchers, Shipping fees and Add-on items.)
- c) Rewards will be paid into an ZINNIA E-wallet under RM (Ringgit Malaysia).
- d) ZINNIA E-wallet withdrawal dates are the follows: for the 1<sup>st</sup> cut-off is on 6<sup>th</sup> at 11:59 PM & the 2<sup>nd</sup> cut-off is on the 16<sup>th</sup> at 11:59 PM, both of which will be processed within the same month. The Pay cycle for withdrawal on the 6<sup>th</sup> is the 10<sup>th</sup> of the month, and for the withdrawal on 16<sup>th</sup> it is the 20<sup>th</sup> of the month. Withdrawals after the 16<sup>th</sup> will be processed in the following month. And please note that if the mentioned dates fall on a public holiday or weekend, will be processed on the next working day.

- e) For each withdrawal transaction to a local bank, a processing fee of RM 5.00 will be charged. For withdrawals to foreign banks, a processing fee of RM 30.00, along with the applicable bank's currency exchange rate, will apply. Please note that all transactions are subject to a currency conversion charge based on the bank's prevailing rate.
- f) Minimum Withdrawal Amount : RM100
- g) Upon receiving the monthly rewards e-statements and payment, members are advised to review them to ensure the accuracy of the figures. If members believe there are any errors in their rewards, they must notify the company in writing within 7 days from the date the rewards payment is issued.
- h) The company is not responsible for any errors or omissions that are not reported within the 7-day period mentioned in 16(g) above.
- i) The company reserves the right to deduct any or all amounts owed by the member to the company from any rewards due to the member, at any time.
- j) Members shall be fully responsible for and liable for all taxes owed on the rewards they earn as members.
- k) Rewards will be paid in accordance with the policies of the State Administration of Taxation, subject to the deduction of bank charges.
- l) The rewards statement / CP58 will be available on the member's dashboard.

m) Withholding Tax

a. [Tax residents]

Individuals who are tax residents of Malaysia, all agents, dealers, and distributors who received monetary and non-monetary payments of RM100,000 or more from the preceding year are subject to a 2% withholding tax.

b. [Non-Tax residents]

For non-tax resident in Malaysia, all income whether monetary or non-monetary, is subject to a 10% withholding tax to IRB.

A non-resident agent, dealer or distributor who has received payments of commission and incentives more than RM 100,000 in the Calendar year and became a resident in the calendar year shall be deducted or withheld 2% tax for all payments made to the agent, dealer or distributor in the calendar year

Non-resident agents, dealers, or distributors must provide a TIN number.

The applicable tax amount shall be deducted from your commission and submitted to the IRB (Inland Revenue Board of Malaysia, Lembaga Hasil Dalam Negeri Malaysia)

- 17. ZINNIA Balance : You may pre-pay (pay in advance) for your purchases of our product and services wherein your pre-payment credits are stored in the Application ("ZINNIA Balance") subject always that no payment is in violation of the provisions of this Agreement.
- 18. Verification : You agree that the Company may verify and authorize the transferor's transferring details when you first register your Payment Method with us and when you use the Service. You also 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.
- 19. Overseas credit card: If you use a credit card that is processed overseas, then you will be liable for any additional charges in relation thereto.
- 20. Illegal transaction: The Company has the absolute right to refuse and/or 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.
- 21. Illegal / Unacceptable Use:

The Company reserves the sole right to terminate and/or suspend the use of your ZINNIA Balance entirely, disable ZINNIA Balance 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.

22. **Payment Method's Charges:** 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 Payment Method, to work with your credit card issuer) to determine the appropriate party to incur the burden of such claims, chargebacks or reversals and where applicable to recover any amounts due to the Company by debiting your ZINNIA Balance.
23. **No interest:** ZINNIA Balance is only used for the Company's goods and services. Therefore, ZINNIA Balance is not a credit line, overdraft facility or deposit account and the monetary value associated with ZINNIA Balance does not earn interest, dividends or any other earnings nor is there any Statutory protection relating to it. The value associated with ZINNIA Balance is not insured or guaranteed by any person or entity.
24. **Unauthorised Use:** You must immediately notify the Company of any unauthorized transactions associated with the Service and the Application including the ZINNIA Balance or any other breach of security. 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.
25. **Credit Card Disputes:** You shall be responsible to resolve any disputes with your credit card company and the legal entities of the Payment Method on your own.
26. **Error:** The Company reserves the right to correct your ZINNIA Balance if the Company believes that a technical, clerical, billing or accounting error has occurred. If you have any questions regarding the transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your ZINNIA Balance, please contact our Customer Service Team by email at [admin@zinnia2u.com](mailto:admin@zinnia2u.com) and the Company will conduct an investigation, communicate the results and correct any proven error as soon as the investigation is completed.
27. **Other Terms and Conditions:** All reward benefits, points, voucher and/or any promotions carried out by the Company are valid only within their stipulated periods and subject to any other terms and conditions of such promotions whereby such terms shall prevail over the provisions of this Agreement to extent that such terms relate to such promotions. Save and except as aforesaid, these Terms of Use shall continue to apply for the Service and the Application.
28. **Deactivation:** ZINNIA Balance / redemption balance If the Application and/or your ZINNIA Balance is not used or is inactive for a period of not less than One (1) years from the last transaction date of your use of your ZINNIA Balance (inclusive of last purchases date), then the Application and/or your ZINNIA Balance shall be deemed dormant and is automatically deactivated. Upon deactivation, the Application and/or your ZINNIA Balance is not valid for any use and any remaining amount in your ZINNIA Balance will be automatically forfeited and under any circumstances, cannot be refunded to you. Notwithstanding the aforesaid, you may withdraw your ZINNIA Balance at any time PRIOR TO deactivation. If the Company reasonably believes that you are in breach (including the threat of breaching) of these Terms of Use, then TAKE NOTICE That the Company may immediately deactivate the Application and/or your ZINNIA Balance whereupon you have no right to use the Application and forfeit any remaining amount in your ZINNIA Balance.
29. **Redemption balances / vouchers** are non-withdrawable and non-transferable. They are valid exclusively for personal purchases and remain valid for one (1) year from the date of issuance. The one-year validity period is based on the most recent purchase date.
30. **Telecommunication Failure:** The Service, the Application and/or the Software may be subject to limitations, delays and other problems inherent in the use the internet and electronic communications including the device used by you being

faulty, not connected, out of range of mobile signals or functioning incorrectly. The Company is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

31. **No Liability:** To the fullest extent permitted by law, the Company shall not be liable for any claim, loss, damage, data loss, costs or expenses incurred (whether direct or consequential), suffered or sustained by you arising from or in connection with you use of the Service, the Application and/or the Software. The Company will also not be liable to you for:- (a) any loss of income, business, goodwill, or profits arising out of this Agreement; (b) any unauthorized access to or alteration of ZINNIA Balance and ZINNIA Gift Card; (c) the consequences of any delay or mistake relating to the use of ZINNIA Balance and ZINNIA Gift Card caused by any circumstances beyond the Company's control; (d) any loss or damage which was not caused by the Company's breach of this Agreement or breach of legal duty of care; (e) any loss or damage which was not a reasonably foreseeable result of either the Company's breach of this Agreement or breach of legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time the Company and you entered into this Agreement, such loss was contemplated by the Company and you; or (f) any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage and/or breaching this Agreement.
32. **Taxes:** You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.
33. **Responsibilities of member**
  - a. The member is only an independent member and not an agent, partner, legal representative, franchisee or employee of the Company. He/she shall indemnify the Company for any costs incurred or damage arising from any such distorted and/or misleading representation.
  - b. The member shall be legally responsible for all activities he or she has performed as an independent member who conducts sales activities on his or her own with respect to the business policies, business modal plans, and product purchases publicly presented by the Company.
  - c. The member shall not have the authority to bind the Company to any obligations, or to any contract signed in the name of the Company, or to any liabilities against the Company in any or whatsoever way.
  - d. The member shall not disseminate false and/or inaccurate information on the Company's products or that on the Company or that on other matters relevant to the Company.
  - e. The member shall not, at his or her will, alter the introduction or usage of the Company's products.
  - f. Member does not have any rights to territorial exclusivity.
  - g. Members shall be responsible to ensure that the contact Company has their most current information. Any changes to their address, telephone number or any personal data/information should be notified to the Company immediately.
  - h. Status of tax residency (Malaysia) shall update to company automatically.
  - i. Members shall comply strictly with all the provisions of the Malaysia's law and the Company's Rules and Regulations, term and condition and others rules for member and any of its amendments as may be amended from time to time.
  - j. Member shall not engage in any activity which may bring disrepute to the Company.
  - k. Member shall not make claims for any of the Company products other than those found in current Company literature and/or labels. If the reputation of the company is damaged for this reason, the member concerned will be held responsible for any costs or damages arising from such action. Furthermore, he or Members shall comply strictly with all the provisions of the Malaysia's law and the Company's Rules and Regulations, term & condition and etc for member and any of its amendments as may be amended from time to time. she shall not bind the company to any settlement related to such costs or damages.
34. **Sponsorship**
  - a. The member is not allowed to change his or her sponsor, or transfer some or all of his or her personal group to other new sponsor.
  - b. The member shall not be under more than one memberships, and the Company reserves the right to terminate such latest membership.



- c. Members shall not sign-up/sponsor any individual to be a member without the individual's knowledge and consent.
- d. Member shall not sign up any individual to be a member to act as his/her nominee whereby he/she has control over the member and also have interest, directly or indirectly in that membership.
- e. It is against the Company policy for any Members to change sponsors through any means. Any applications submitted with the intent to change sponsors, will be rejected.

35. Undercutting

- a. The Member shall not conduct and practice the matter of 'undercutting'. 'Undercutting' in this context means,
  - i. Signing up an existing legitimate member from another group.
  - ii. Persuading the existing legitimate members from another group by using the names of their relatives or friends to do their businesses under the member,
- b. In the event of 'undercutting' the company shall take the following course of action:
  - i. Action shall be taken against all members involved
  - ii. If a member (C) is found to have used the qualification and identity of another member (D) to carry out his or her business. D's membership shall be terminated and all D's downline members be transferred to C.
  - iii. The Company reserves the right to do trackback counts on all rewards payments of the offending members.

36. Product and Packaging

- a. No member shall counterfeit any catalogue or label of the Company's product to be claimed as the products of the Company. Any members involved shall indemnify the Company for any legal costs incurred or damages arising from such a conduct.
- b. No member shall re-label, alter the labels, re-name, or re-pack any of the products of the Company for re-sale, for instance, in the form of packing the products in hampers. The Company's products must be sold in their original packaging only.
- c. No member shall display or sell the Company's products or sales aids materials in the public or private locations including but not limited to at the Retail Stall, Trade Exhibition, or Trade Expo. Except on approved by The Company.
- d. Members shall not sell, offer or facilitate the sale of Company's products on any websites including third party online retail sales platforms, auction sites and member's own websites except on approved Company's replicator website.
- e. Member shall only resell products in the country for which they are labeled in accordance with the local law and approved for sale in that country.
- f. Member may not purchase more products than they can sell in a reasonable period of time, nor may they encourage others to do so.
- g. Member are strictly prohibited from purchasing products solely for the purpose of qualifying for rewards, awards or advancements under the Company's Business Modal and maintaining excessive inventory.
- h. Member shall not purchase Company's products under the name of other members without their consent.
- i. Members shall purchase products directly from the Company and shall not supply the products to anyone who intends to purchase them for resale purposes. All member are obliged to promote and sell products to end consumers ONLY.
- j. Member shall accurately understand their sales capabilities or level of consumption and purchase Goods accordingly.
- k. Member shall understand that all orders placed are subject to acceptance by the Company and the terms of this agreement.

37. Product Price

- a. No member is allowed to underprice or overprice any product of the Company at his or her will. Price must follow to company business modal.
- b. An underprice or overprice in this context means,
  - i. Member do not sell the Company's products at the prices prescribed or approved by the Company.

- ii. Members, prior to any approval in writing from the Company, privately carry out any individual or group promotion activities.
- iii. By lobbying, educating, or pampering their individual downline members or sideline members, the upline members proportionately shares the rewards earned by having manipulated the selling prices by way of either discounting or topping-up. The bait is cost saving while the intent is to achieve the competition of cost cutting or discounting.
- c. No members shall personally sell the Company's products to their downline members or other members, all purchase transaction must process via company's App or website.
- d. No members are allowed to use another member's product vouchers and/or rewards.
- e. Member shall not counter-sell or counter-purchase the products of the Company from the Company's employee.
- f. Member shall not sell or distribute any of the Company's products at any price or terms other than that stipulated and agreed upon by the Company and shall not provide any gifts discount incentives or other promotional gimmicks in the sales of any of the Company's products other than that approved by the Company. A member must comply and adhere strictly to the price fixed by the Company and follow to company's business modal.

#### 38. Product Claims

Members may not make any product claims or health benefit claims other than those published in official Company's materials.

#### 39. Use of Company's Name

- a. Without prior permission in writing from the Company, no members shall use the Company's name, trademark, logo, letterhead and any marks at will.
- b. The Company reserves all copyrights pertaining to all published materials in print. Without the prior permission in writing from the Company, no members shall reproduce partly or fully in any form or by any means any publications of the Company.
- c. The Company prohibits the members from using its corporate name, logo or trademarks or any statements with respect to the Company or to represent themselves as an employee of the Company in any of the member's financing activity.

#### 40. Advertisement

- a. Without prior permission in writing from the Company, no members shall advertise any products, business modal, and activities of the Company in any form or by any means.
- b. No members shall use the Company's name, registered trademark, logo, or products name regarded as representative marks to advertise at any Internet, website, printed media, electronic media or any other media channel. Except on approved by The Company.

#### 41. Handling and Procedures of Violating The Members' Company's Rules And Regulations

Any violation of the Company's Rules and Regulations for Members is a serious matter. It is likely to cause a destructive impact to not only the business of the members involved but also those of others. It may also cast a dishonorable corporate image and credential of the Company on the public, media and relevant authorities. The Company view any violation of the Company's Rules and Regulations seriously. Any violation will be severely dealt with which may include termination and legal action for damages.

The Company shall hereby provide guidance and advice on rectifying any cases of members' violating the Company's Rules and Regulations. When the severity of the situation warrants it, the Company shall take appropriate course of action against the members involved. In the event of any cases of violation, the following procedures shall be observed.

- a. Upon noticing any member's violating the Company's Rules and Regulations, complainant shall immediately informed his or her up-line and lodge in a written complaint to the Company together with a duly completed Member Feedback Form giving details pertaining to the nature of the alleged violation together with all the relevant evidences.
- b. Upon receiving the complaint, the Company shall immediately investigate the complaint. In the event the evidence provided is insufficient or incomplete, the Company reserve the rights to request for more details from the complainant or to reject the complaint.

- c. If upon investigation and the Company is of the view that the member concerned has a case to answer, Otherwise, the Company shall send a written notice to the member concerned requesting him or her to provide a written explanation on the alleged violation.
- d. In the event the Company finds that the explanation provided by the member concerned is inadequate, the Company reserves the right to request more details from either party by holding an inquiry to investigate the alleged violation.
- e. The Company reserves the rights to freeze the membership and rewards of the member concerned from the time notice is sent, until investigations are completed and a final decision has been made by the Company.
- f. If the Company, by acting on the principle of impartiality, is convinced that the only way to resolve the established violation is to terminate the membership of the member concerned, it shall officially write a letter to inform the member concerned about its decision including the effective date of terminating his or her membership. The letter shall be sent through the latest updated email address of the member concerned as that recorded in the Company's database or send through via member's dashboard.
- g. Upon termination of membership, or in lieu of termination, the Company may deny privileges that are awarded to them from time to time by the Company including but not limited to awards, recognition at corporate events and participation in Company sponsored events.

#### 42. Waiver

The waiver by the Company of any breaches of this ZINNIA's Rules and Regulations for Member shall not operate or be construed as a waiver of any subsequent breach.

If any provision of this ZINNIA's Rules and Regulations for Member is held to be invalid or unenforceable, the remaining provisions of this ZINNIA's Rules and Regulations for Member will remain in full force and effect.

#### 43. Indemnity

Members shall fully indemnify, defend and hold the Company harmless against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including legal fees and expenses on a full indemnity basis) and other liabilities

whatsoever and howsoever caused that may arise or be incurred by the Company arising from or in connection with (a) breach of any provision of this Company's Rules and Regulations for Member. The foregoing indemnity shall survive the termination of

ZINNIA Membership for any reason whatsoever.

#### 44. Headings

The headings to these Company's Rules and Regulations for Members are inserted for convenience of reference only and shall not affect the interpretation and construction of these Rules and Regulations for Members.

#### 45. Notices

The Notices shall be sent through member via member dashboard.

#### 46. Changes Or Amendments

Members acknowledge that the Company reserves the right to amend, alter, add, delete or substitute all or any of the Company's Rules and Regulations, Business modal, Operation procedures, Term & Condition for Members herein, without any prior notice and member shall be bound by all such amendments, alteration, addition, deletion and substitution. All members shall comply with the Company's Term and condition and the changes of the Company's Rules and Regulations business modal, Operation procedures for members as established and as may be amended from time to time.

For any changes or amendments, the Company shall publish them through the Company's official media including but not limited to notification published on branches notice board or Company's website. The continuation of member's acceptance of rewards constitutes acceptance of any and all amendments. Continued use of ZINNIA following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

47. By placing an order with ZINNIA, you accept to be contacted by ZINNIA during and after the duration of the purchase, via email, SMS, WhatsApp, phone and Mobile App Notifications.
48. All the translation other than English is provided for reference only. If there is any inconsistency between translation, the English version shall prevail.

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