

# TERMS OF SALE

UPDATED AND EFFECTIVE AS OF **17.03.2025**

By making and confirming any order and/or purchase for any goods, products, and/or service on the Platform, you give your acceptance of and consent to these Terms of Sale. Your acceptance of these Terms of Sale shall constitute a legally binding agreement between Speedpoint SDN BHD (COMPANY REGISTRATION NO. 201201016057 (1001568-K)) and its subsidiaries and affiliates (individually and collectively, “**Speedpoint**”, “**WE**”, “**US**” or “**OUR**”) and you as the buyer (“**BUYER**”, “**YOU**” or “**YOUR**”) in respect of the sale and purchase of any goods, products, and/or service on the Platform.

## 1. Introduction

1. The sale and purchase of any goods, products, and/or service (“Item”) on the Platform are governed by these Terms of Sale.
2. We do not intend to sell any Item to any children or minors under the Legal Age. If you are below the Legal Age, you must get permission from a parent or legal guardian to purchase Items from us and that parent or legal guardian must agree to these Terms of Sale.
3. We may modify these Terms of Sale without your consent and without notice to you at any time and from time-to-time by posting the revised and/or updated Terms of Sale on the Platform. You shall be deemed to have accepted the revised and/or updated Terms of Sale on the Platform upon your subsequent purchase of an Item.
4. For the avoidance of doubt, these Terms of Sale shall be in addition but not in diminution of the Terms of Use of the Platform, as set out above. If there is any inconsistency between these Terms of Sale and the Terms of Use:
  1. if regarding the access and usage of the Platform, the Terms of Use shall prevail; and
  2. if regarding the sale and purchase of any Item, these Terms of Sale shall prevail.
5. We reserve the right to refuse to provide the Item to anyone for any reason at any time. Your use of the Product and/or website is at your sole risk.

## 2. Definition and Interpretation

1. In these Terms of Sale, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:
  1. Account: means your account duly registered with Speedpoint to facilitate you using the Services available on the Platform (or any of them);
  2. Buyer: means a person who purchases Item on the Platform;
  3. Contract: means the contract formed when Speedpoint accepts an order placed by a Buyer on the Platform for the purchase of Item by issuance of a confirmation order.
  4. Item: means any goods, product or service made available for sale on the Platform.

5. Legal Age: means the legal age capable of giving consent hereunder pursuant to the applicable laws in your jurisdiction.
6. Platform: means collectively, the web platform presently known as Speedpoint.com, Speedpoint Android APP, Speedpoint iOS APP and such other web and/or mobile platform administered and managed by Speedpoint;
7. Service(s): means any service or function to be provided by Speedpoint to the Buyer in conjunction with the sale and purchase of the Item in accordance with these Terms of Sale.
8. Speedpoint Balance: means prepaid account owned by the Buyer which can be used solely for the purpose of purchasing items on the Platform.
9. Terms of Sale: means these Terms of Sale and all additional terms and conditions and policies referenced herein and/or linked hereto and/or imposed by us from time-to-time, including but not limited to any future amendment, update or addendum made by Speedpoint, as the case may be.

2. Any technical term not specifically defined in these Terms of Sale shall be construed in accordance with the general practice of such relevant industry or profession in Malaysia.
3. For the purpose of calculating any period of time stipulated herein or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of and time begins to run from the date specified.

### **3. Basis of the Contract**

1. The information and details contained on the Platform do not constitute an offer for sale but rather an invitation to treat. No Contract in respect of any Item shall be formed until the Buyer's receipt of a confirmation order issued by Speedpoint confirming the Buyer's purchase of Item.
2. Any typographical, clerical or other error or omission in any quotation, invoice or other document or information issued by Speedpoint in its website shall be subjected to correction without any liability on the part of Speedpoint.

### **4. Registration of Speedpoint Account**

1. In order to place an order for purchase of Item, the Buyer is required to register and maintain an Account with Speedpoint.
2. The registration, usage, suspension and termination of the Account are subjected to and shall be in compliance with the Terms of Use.

### **5. Orders and Specifications**

1. The Buyer may make an offer to purchase Item by placing and completing the order form on the Platform and shall be responsible for ensuring the accuracy of the order. All orders shall be subject to Speedpoint's acceptance in its sole discretion, and each order accepted by Speedpoint shall constitute a separate Contract.

2. Order acceptance and formation of the Contract between the Buyer and Speedpoint will be completed upon Speedpoint issuing a confirmation order of the Item to the Buyer.

3. No Cancellation No order may be cancelled or no Contract may be terminated by the Buyer except with prior written consent from Speedpoint, and on terms that the Buyer shall indemnify Speedpoint in full against all loss (including loss of profit), costs (including the cost of all labour, materials used, and logistics), damages, charges, and expenses incurred by Speedpoint as a result of the cancellation or termination, as the case may be.

4. Subject to Clause 5.3 above, the Buyer may seek Speedpoint's consent to cancel the order or to terminate the Contract before Speedpoint dispatches the Item by contacting Speedpoint.

5. Refusal of Order

1. Speedpoint reserves the right to withdraw any Item from the Platform at any time and/or remove or edit any materials or content on the Platform at its sole discretion.

2. The Buyer hereby acknowledges that Speedpoint will use its best efforts to always process all orders, but there may be unforeseen circumstances wherein Speedpoint is required to refuse to process an order despite a confirmation order having been sent. In such an event, the Buyer agrees that Speedpoint shall not be held liable or in any way be held liable to the Buyer.

3. In the event the full payment has been made by the Buyer for its order under a Contract, Speedpoint agrees to refund the payment made to the Buyer if the refusal of order is not due to the Buyer's fault.

## 6. Price

1. The price of the Item shall be the price listed on the Platform at the time which the Buyer places and completes the order form on the Platform. The price includes any applicable sales and services tax, value added tax, and/or other taxes (by whatever name called) imposed by the local authorities from time to time, which the Buyer shall be liable to pay to Speedpoint in addition to the price, but shall exclude delivery fees (if applicable).

2. For the avoidance of doubt, the price of an Item may be quoted in different currencies depending on the jurisdiction where the Buyer is domiciled or logging in to the Platform.

3. In the event that an Item has been mispriced on the Platform, Speedpoint shall have the rights to cancel the order or terminate the Contract, in which Speedpoint shall inform the Buyer of such cancellation or termination via phone and/or by giving a written notice via email or the communication channel available in the Account. Speedpoint's right to cancel an order or terminate a Contract shall subsist

notwithstanding that the Item has been dispatched, or are in transit, or that payment has been charged to the Buyer.

## **7. Payment Terms**

1. The full purchase price of an Item shall be paid upon checkout. The Buyer will be entitled to make payments for purchase of Item using the various payment methods made available on the Platform.
2. A Buyer may pay for the Item in such currency that is available on the Platform in accordance with the prevailing exchange rate determined by Speedpoint at its absolute discretion.
3. Speedpoint shall not be responsible and will not assume liability for any losses and/or damages to the Buyer arising from wrong information and details, including payment information and/or card details, entered by the Buyer or wrong remittance by the Buyer in connection with the payment for purchase of an Item. We reserve all rights to verify whether a Buyer is duly authorised to use a certain payment method, and we may suspend a payment transaction until such authorisation is confirmed or cancel such relevant transaction where such confirmation is not available.
4. Any refund of payment verified and permitted by Speedpoint, whether in full or in partial after deducting all payments which a Buyer is liable to pay to us, may take up to thirty (30) days to process. To facilitate the refund process, you shall ensure that the payment information and/or details are accurate, as the default refund method depends on your original payment method.

## **Speedpoint Balance**

Speedpoint may provide an account balance associated with your Account (the "Speedpoint Balance"). The Speedpoint Balance is neither a bank account nor a trust account. It functions as a prepaid balance that allows the Buyer to purchase items on the Platform. In order to make purchases on the Platform, Speedpoint Balance shall be exclusive to you for your personal use and may not be resold, transferred for value, exchanged for cash, applied to any external account, or offered for sale, lease, or trading. You are not allowed to withdraw your Speedpoint balance or transfer the balance between accounts. Your Speedpoint Balance is specific to the country where you reside and is denominated in and equivalent to the local currency in that country. You may use Speedpoint Balance to buy only the products and/or services offered on Speedpoint Website in the country where you reside.

Speedpoint reserves the right to verify your identity and request proof of identification, or deny your registration at its discretion, in the following circumstances: (i) when required by government authorities as part of anti-money laundering and anti-terrorism regulations, (ii) if unauthorized activity is detected on your account, or (iii) in the event of a dispute regarding the ownership of your account.

By using the Speedpoint Balance, you represent and warrant that you are:

- (a) legal age in your country, or if you are under the legal age, you have obtained consent from your parent or legal guardian, who agrees to the Speedpoint Terms and accepts responsibility for your use of Speedpoint, including compliance with the Terms and any associated charges or fees;
- (b) not prohibited by any law, regulation, ordinance, or other legal requirement from creating a Account and/or using Speedpoint; and
- (c) You are legally able to accept, enter into, and be bound by the Terms.

You must top up the Speedpoint Balance by using the payment methods available on the Speedpoint Website. Speedpoint is not responsible for any unsuccessful top-up transactions processed through the payment method you choose. The top-up amount will be added to your Speedpoint balance only after Speedpoint has confirmed the payment success, which will be communicated via a confirmation message sent to your registered mobile number or email address

1. If there is insufficient Speedpoint Balance at the time of purchase, Speedpoint shall have the absolute discretion to either (i) reject or suspend the transaction, or (ii) require the Buyer to pay the shortfall through any other available payment methods on the Speedpoint Website.
2. The Speedpoint Balance is subject to a validity period of twenty-four (24) months from the date the Speedpoint Balance is credited to the Account, or for such other period as may be determined by Speedpoint.
3. Upon the expiration of the validity period, the Speedpoint Balance will no longer be usable, and no refund will be provided for any expired Speedpoint Balance, unless otherwise determined by Speedpoint. Speedpoint reserves the right to handle any expired and unused Speedpoint Balance in such manner as it deems fit, at its sole discretion.
4. If your Speedpoint Balance is permanently closed, either by Speedpoint or voluntarily by you, any unused balance will immediately expire and be forfeited. You will not be entitled to any compensation, and Speedpoint will not be held responsible for any loss of your balance.
5. The maximum amount of Speedpoint Balance that may be held in an Account is subject to regulatory approvals and may be modified in accordance with applicable laws and regulations, as amended from time to time.
6. Any dispute concerning the amount in your Account must be raised in writing with Speedpoint within seven (7) days from the relevant date of the transaction in question. Speedpoint may, at its sole discretion, conduct an investigation to verify the validity of the Buyer's dispute. Any decision made by Speedpoint with respect to such dispute shall be final and binding.
7. For the avoidance of doubt, Speedpoint reserves the right to amend these terms and conditions and/or impose additional terms and conditions regarding the Speedpoint Balance at any time, at its sole discretion, without prior consent from the Buyer.

## **9. Warranties**

1. While Speedpoint makes every effort to ensure that all information and descriptions of Items displayed on the Platform are accurate and complete, Speedpoint provides the information and descriptions on an 'as is', 'as available' basis for informational purposes only and does not represent, warrant, or guarantee that an Item's descriptions are accurate, complete, reliable, current, or error-free. Depictions of an Item are for reference only and may not always accurately depict every aspect of the Item.
2. Save as expressly provided in these Terms of Sale, all other warranties, guarantees, conditions, or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.
3. In the event a warranty is attached to an Item, Speedpoint will use its commercial reasonable efforts to ensure that such warranty will be honoured in accordance with the warranty's terms and conditions (if any).

## **10. Limited Liability and Indemnity**

1. In no event shall Speedpoint be liable for loss of profit or goodwill, loss of data, loss of production or revenue, or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Buyer as a result of an action brought by a third party), even if Speedpoint had been advised of the possibility of incurring the same.
2. The Buyer shall indemnify and hold harmless Speedpoint from and against any claim, demand, proceeding, loss, damage, cost, and expense (including legal costs or solicitor fees) and all liabilities of whatsoever nature or description which may be made or taken, or suffered by Speedpoint in connection with or in any manner arising from the breach of any obligation, representation, warranty, or any term of these Terms of Sale by the Buyer or any wrongful act attributable to the Buyer's agent, officer, representative and/or employee including for infringement of patents, copyrights, trademarks or any other intellectual property and breach of data protection laws.
3. Notwithstanding any other provision of these Terms of Sale, Speedpoint's maximum cumulative liability to the Buyer or to any other party for all losses under, arising out of or relating to the sale of Item under each Contract, shall not exceed the sums that the Buyer have paid to Speedpoint under such Contract.

## **11. Force Majeure**

1. Speedpoint shall not be liable for any breach, hindrance, or delay in the performance of a Contract, where the cause of such breach, hindrance, or delay is beyond its reasonable control. Such causes may include (but not limited to) an act of God, riot, civil commotion, strike (whether or not involving employees of Speedpoint), lockout or other labour disturbance, fire, war, acts of foreign enemies, power outages, pandemics, epidemics, network congestion, telecommunications failure, electrical

power failures, or any fault, interruption, disruption, or malfunction of equipment, tools, utilities, communications, computer (software and hardware) services, or networks, government order or change in any law or regulation which renders the performance impractical.

2. If Speedpoint considers a Force Majeure event to be of such severity or to be continuing for such period of time that it is unable to perform any of its obligations pursuant to this Terms of Sale, Speedpoint shall have the absolute discretion to decide on such other alternative arrangement(s), including but not limited to cancelling and terminating the Contract forthwith by written notice and without any liability other than a refund of a non-delivered Item to the Buyer if payment has been duly made to Speedpoint.

## **12. Notices**

1. All notices, demands, requests, or other communications to be given or made under these Terms of Use shall be in writing, and shall be sufficiently given or made to the other party by serving such notice at or sending such notice by hand, registered post or electronic mail to the contact details as notified by one party to the other from time-to-time or via the communication channel made available on the Platform.

2. Notice shall be deemed given:

1. in the case of hand delivery, upon the receipt of written acknowledgment signed by the recipient;

2. in the case of registered post, five (5) business days after posting; and

3. in the case of email or the communication channel available on the Platform, on the day of transmission, provided that the sender has not received a failed or undeliverable message from the host provider of the recipient within the day of transmission.;

4. notices placed through any media; or

5. any manner of notification as Speedpoint may, at its absolute discretion, determine.

3. Notwithstanding the above and in addition to the above methods of delivery, any notice or document, or communication given by Speedpoint to you shall be deemed to be served in the following manner.:

1. posting the notice or communication in the Platform;

2. notices placed through any media; or

3. any manner of notification as Speedpoint may, at its absolute discretion, determine.

## **13. General Provisions**

1. No waiver by Speedpoint of any breach or non-compliance of the Contract committed by the Buyer shall be considered as a waiver of any subsequent breach or non-compliance of the same or any other provision. Further, Speedpoint's failure to enforce these Terms of Sale shall not constitute a waiver of the provisions herein

contained, and such failure shall not affect the right later to enforce these Terms of Sale. All rights and remedies provided to Speedpoint in these Terms of Sale are cumulative and not exclusive of any rights or remedies otherwise provided by law.

2. If any provision of these Terms of Sale shall be deemed invalid, unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction. In such case, Speedpoint shall be entitled to introduce and come out with a substitute provision which is valid and enforceable and achieves to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited, or unenforceable term, condition, covenant, or undertaking and the Buyer hereby agrees to accept and be bound by such substitute provision

3. No person who is not a party to the Contract (including any employee, officer, agent, representative or sub-contractor of either party) shall have any right to enforce any terms of the Contract which expressly or by implication confers a benefit on that person.

4. These Terms of Sale shall be governed by and interpreted in accordance with the laws of Malaysia without regard to the conflict or choice of law principles. Any dispute, legal action, or proceeding arising out of or in connection with these Terms of Sale shall be submitted to the jurisdiction of the Malaysian courts, unless Speedpoint, in its own discretion, chooses to submit the same for settlement via such other dispute resolution method in Malaysia or otherwise.

5. Speedpoint shall be entitled to transfer or assign any of its rights or obligations under these Terms of Sale to a present or future affiliate or pursuant to a merger, consolidation, reorganization, or sale of all or substantially all of the assets or business, or by operation of law, without notice to the Buyer.

6. The terms and conditions set forth in these Terms of Sale and any additional terms and conditions or policies included or referred to in these Terms of Sale constitute the entire agreement and understandings between you and us with respect to the sale and purchase of Items on the Platform.

7. Speedpoint RESERVE ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN.

8. These Terms of Sale may be translated into any language(s) other than English ("**Translated version**"). In the event of any inconsistency between the English version and the Translated version, the English version shall prevail.

## **REFUND AND RETURN POLICY**

1. All Items purchased on the Platform are neither refundable nor exchangeable.
2. However, refund or exchange request in exceptional cases will be considered at the sole discretion of Speedpoint.

3. The Buyer is required to submit a written request to Speedpoint on any refund request within seven (7) days from the date of receipt of purchased Item by the Buyer. Failure to do so will automatically forfeit the Buyer's right to make any request for refund or exchange.

## **DISCLAIMERS**

### **Card**

- Does not include manuals, installation CDs, box, physical card or other physical elements.
- A Buyer will be able to view his code(s) in his order page after a successful purchase.
- Refund on pre-order Item may be available at the sole discretion of Speedpoint.
- A successful purchase by a Buyer of any pre-order Item or Item made available for sale on the Platform indicates that all information such Buyer has entered is accurate and correct.
- Any purchase of pre-order Item are non-refundable, non-transferable, and not exchangeable once sold, unless otherwise agreed in writing by Speedpoint.
- Speedpoint reserves the right to amend any of the terms and conditions above without prior notice.

### **Direct Top Up**

- Please read the product description thoroughly and confirm that the game name, server, account name, and the amount purchased are correct.
- Speedpoint assumes no liability for wrong purchases made by the customer due to negligence and/or false or wrong information provided, which may result in damages and losses. By purchasing any Items from Speedpoint on the Platform, the Buyer understands, acknowledges and accepts this release of liability.
- If you encounter any difficulties, please do not hesitate to contact our customer service team for further assistance.

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