

Terms & Conditions – KHIND Affiliate Community Program

By signing up to be an affiliate in the Khind Affiliate Community Program (the “Program”) you agree to be bound by the following terms and conditions (the “Terms”). Please ensure that you read them carefully before signing up. These Terms are a legal agreement between Khind Marketing (M) Sdn Bhd a company registered in Malaysia under company number 442421-A and having its registered office at No 2, Jalan Astaka U8/82 Bukit Jelutong, 40150 Shah Alam, Selangor (“Khind”, “we”, “us”) and You (the “Affiliate”, “you”).

We reserve the right to update and change the Terms from time to time without notice. Any amendments, modifications, enhancements or changes to the Program including the release of new features and resources made available by us from time to time shall be subject to these Terms. Continued use of the Program after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms at any time at: <https://www.khind.com.my/affiliate>.

Any violation of these Terms may result in, among other things, termination or suspension of your rights to be an Affiliate and forfeiture of any outstanding affiliate referral reward payments earned during the violation.

Account Registration & Terms

You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign-up process for an Affiliate account (“account”).

You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).

Affiliate Links & Promotion

Once you have signed up for the Program you will be provided with a unique URL link that must be used to identify you when your referee is placing order at Subplace, Khind Malaysia shop. It is your responsibility to ensure your referee uses your link to place order.

We may also provide graphical images that can be used to help you to promote Khind 10kg/6kg Washer Dryer WD1438. You may not modify these images in any way. We reserve the right to change the images at any time without notice.

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site.

You may not use our name or graphics in any bulk email whatsoever unless we have given our advanced written consent. We may terminate the Agreement if any meaningful spam complaints naming us or our services result from your marketing activities.

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our Services, say you are part of Khind or express or imply any relationship between us and you or any other person or entity, except as expressly permitted by this Agreement.

Affiliate Rewards

For the sale of a subscription to be eligible to earn a reward, the customer must be referred by you, excluding your own self, and must sign up an account with Subplace, place order in Subplace, Khind Malaysia shop, with processed valid payment through your link.

We will only pay affiliate rewards on links that are automatically tracked and reported by our systems. We will not pay the rewards if someone says they signed up through you but it was not tracked by our system.

The affiliate reward is RM200 for every approved and installed Washer Dryer WD1438 order, you will still get RM5 if the order does not pass our credit assessment. Rejected or cancelled orders, either by us or the buyer, based on reasons other than failing credit assessment, for example, the location is not suitable for the installation of the washer dryer, based on our installation policy, do not qualify for affiliate rewards.

A customer can be a referee once only. In the event a customer places multiple orders under this affiliate program, only the first order will be counted for reward purposes.

Payment

Accrued reward payments are paid via bank transfer within 14 days after the close of the month in which sales is completed. You must have a valid Malaysian bank account to receive affiliate rewards, as we do not offer payment via cheque/check, credit card, cash or other method. The bank account holder must be the same person as the registered affiliate. It is the responsibility of the affiliate to provide the correct details of the bank account.

An approved order is considered as *completed* upon delivery and installation. Some sample scenarios on the timing of order completion and rewards pay out are listed as below.

Scenario 1:

Order placed on 10 March, and installation complete on 17 March, reward would be paid between 1 - 14 April.

Scenario 2:

Order placed on 10 March, and request to install on 30 April due to house under renovation, reward would be paid between 1 - 14 May.

Scenario 3:

Order placed on 30 March, and installation complete on 5 April, reward would be paid between 1 - 14 May.

A summary of sign ups and statement of affiliate rewards is available to the Affiliate upon request.

The affiliate reward structure is subject to change at our discretion.

We reserve the right to disqualify affiliate rewards earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods, including any activities that are against the best interest of Khind.

All fees are exclusive of all taxes, charges, levies, assessments, and other fees of any kind imposed on your involvement in this Agreement and shall be the responsibility of, and payable by you.

Customer Definition

Every customer who buys a product through this program is deemed to be a customer of Khind. Accordingly, all of our rules, policies, and operating procedures concerning pricing, customer orders, customer service, and services sales will apply to those customers. We may change our policies and operating procedures at any time. Khind is not responsible for any representations made by the Affiliate that contradict our rules, policies or operating procedures.

Pricing & Availability

We will determine the prices to be charged for products and services sold under this Program in accordance with our own pricing policies. Products and services prices and availability may vary from time to time. Khind's pricing will always supersede any inconsistency during the Affiliate Program.

Copyrighted and Trademarked material

You are solely responsible for ensuring that your reviews, product descriptions and articles (if applicable at your site) obey all applicable copyright, trademark, and other laws. Khind will not be responsible if you use another party's copyrighted or trademarked material in violation of the law.

Term of the Agreement and Program

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail or phone number, to your address or contact on our records, is considered sufficient notice to terminate this Agreement. Khind reserves the right to end

the Program at any time. Upon Program termination, Khind will pay any legitimate outstanding earnings.

Termination

Khind, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, for any reason at any time. Such termination will result in the deactivation or deletion of your Affiliate Account, and the forfeiture and relinquishment of all potential or accrued affiliate rewards in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods, including any activities that are against the best interest of Khind. Khind reserves the right to refuse service to anyone for any reason at any time. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all postings to the Khind website and/or Subplace, Khind Malaysia shop and all our images and other materials provided under the Program.

Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Agreement.

Limitations of Liability

The Company and any of the Company's officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Program.

Notice

All notices given by you to us must be given to Khind Marketing (M) Sdn Bhd at khindonline@khind.com. We may give notice to you at the e-mail address or phone number you provided to us when registering. Notice will be deemed received and properly served 24 hours after an e-mail or text message is sent. In proving the service of any notice, it will be sufficient to prove in the case of an e-mail or text message, that such e-mail or text message was sent to the specified e-mail address or phone number of the addressee.