



User Agreement

“User Agreement” (hereinafter referred to as “Agreement”) is the set of terms and conditions for the usage of the website or website services with its official website in the domain www.tong-tai.com.my (hereinafter referred to as “Tongtai Website”) offered by **Tongtai Infant Apparel (M) Sdn Bhd** to its users.

Users should ensure that they review carefully and truly understand all sections of this Agreement before using Tongtai Website and its services. Users are free to decide against using Tongtai Website services but the use of and access to any page or part of Tongtai Website indicates that Users agree to comply and be bound by all the terms and conditions set forth in this Agreement.

A. User Registration

1. User Registration is referring to the process of Users filling in the related information and hereby confirms they agree on the practices of the Agreement when Users log into Tongtai Website. Any taxation involved in Users dealing with Tongtai Website including closing deals or getting money back guarantee services have to be borne by Users themselves.
2. Tongtai Website Users must be tax paying individual or owns a company which is legal. User of limited authority or without a legal business should not register as Tongtai Website User. Should User act outside the set boundaries or fail to deliver as promised while dealing with Tongtai Website, the Agreement is not deemed to be invalid. Tongtai Website has the right to call off the deal, terminate User’s account and proceed with legal actions should the mentioned come to its attention.

B. Usage of Services

Users are required to adhere to the following rules while using services provided by Tongtai Website:

1. 1. Users shall abide by all the requirements in line with the laws, regulations and restrictions of Malaysia (both federal and state) when using Tongtai Website services, in addition to the other rules and restrictions stated in this Agreement.
2. 2. Users shall complete each transaction with Tongtai Website when using its services (except those prohibited by law or this Agreement). Users are required to agree to the restriction of rules mentioned in the used service when they proceed to place orders if the rule is not against the laws or this Agreement.
3. 3. The details and prices of each service are stated clearly on the website. Tongtai Website has the rights to change this information without prior notice.
4. 4. Tongtai Website has the rights to cancel orders after order confirmation by Users due to unexpected turn of events, which include but not limited to change in price due to charges from distributors, taxation or error on website, etc. Tongtai Website shall inform Users via email or Tongtai Website notification should there be such a need.

C. The Rights and Roles of Users:

1. 1. The User names and passwords belong to Users for the purpose of logging into Tongtai Website as and when needed. Users shall not assign or transfer the rights of their user name and password to a third party nor authorized any third party usage.
2. 2. Users are allowed to use the online purchase service, share after sales experiences, share information of product with friends, attend activities related to Tongtai Website, and share other message services provided by Tongtai Website according to the terms and conditions of the Agreement and rules stated in Tongtai Website.
3. 3. Users are required to provide genuine personal information and ensure the information provided such as email address, contact telephone number, mailing address, post code etc is valid and harmless for the purpose of registration to ensure Tongtai Website is able to contact Users with the above details. At the same time, Users shall update any changes in the information immediately. Users shall ensure registration and purchases are not done using information other than their own.
4. 4. Users shall be honest, not using unethical methods and not interfering with the standard procedures of online transaction while purchasing through Tongtai Website.
5. 5. Users are allowed to enjoy member's benefits after signing up as members of Tongtai Website according to the "Membership Level and Promotion" provided by Tongtai Infant Apparel (M) Sdn. Bhd. This rule and the related rules, terms and limitations form the complete agreement between Users and Tongtai Website. Should Users agree to accept this Agreement, Users are also bound by the rules, terms, restrictions, limitations and requirements in "Membership Level and Promotion". Please note that the usage of Tongtai Website and User qualification are under the boundaries of the rules, terms, restrictions, limitations and requirements which will be renewed from time to time in Tongtai website. Please read through the content in detail.
6. 6. Although Users have the rights to freedom of speech, Users are not allow to post remarks of the following nature on Tongtai Website:
 - (i) remarks that provokes, go against, destroy the constitution and laws or implementation of administration regulations; the same goes for the following remarks
 - (ii) remarks that incite the overturn of the country's political power and current system of government.
 - (iii) remarks that incite or cause the splitting of country or destroy the country's unity
 - (iv) remarks that stir up hatred or discrimination or break of unity amongst the races
 - (v) any remarks that cause discrimination of race, sex, religion, area etc
 - (vi) fabricate lies or distort the truth, spread rumors and cause chaos in the society
 - (vii) remarks that advocate feudalism e.g. superstition, obscenity, pornography, gambling, violence, murder, terror, provocation to commit crime

- (viii) publicly insult others or fabricate lies to cause slander or carry out vicious attack
- (ix) remarks that cause damage to the reputation of the country or its government
- (x) any other remarks that are against the constitution, laws and administration regulations

D. The Rights and Roles of Tongtai Website:

1. 1. Tongtai Website shall protect the regular operations of its trading platform with its present technology and improve/enhance the technology to enable smooth trading operation by User.
2. 2. Immediate action will be taken upon receiving reports from User pertaining to Tongtai Website trading platform usage problems during online trading or registration.
3. 3. In the event User is found to be involved in unethical activities or any situation that calls for termination of service in Tongtai Website's opinion, Tongtai Website has the rights to delete messages or terminate the services provided without User's consent.
4. 4. Users grant Tongtai Website with the sole, worldwide, permanent and free usage rights (in addition to the rights to transfer the usage rights). Tongtai Website has the rights (complete or in part) to use, duplicate, amend, change, announce, translate, distribute, execute and present Users all types of messages in its website or products and/or including the above information into other products through the known method, mass media or technology or newly developed method in the future.

E. The Policy, Amendment and Diversification of Website

1. Price Change Policy

Although Tongtai Website has put in effort to ensure the accuracy of product prices, there might be a possibility of error. Upon ascertaining a price error, Tongtai Website shall take the following actions:

- (i) Tongtai Website shall sell the product to User at a price lower than the shown price if it is determined that the actual price is consistent with the lower price.
- (ii) Tongtai Website shall contact User for instructions before product is delivered or notify User on order cancellation depending if the actual price of the product is higher than the price shown.

2. Out of Stock Policy

Tongtai Website has the rights to cancel the order if the product User wish to purchase or pre-order is out of stock. Following this, Tongtai Website shall put in effort to fulfill User's requirements on purchases in the shortest time possible. Users will be notified immediately via email, message service within Tongtai Website or telephone when stocks are available for purchase. Pre-orders are not to be considered as confirmed orders.

3. Email Service/ SMS Policy

Tongtai Website reserves the rights to send User notifications of

purchase order, promotion activities etc via email, notification within Tongtai Website and short message service (SMS). User is deemed to have accepted this service when they register or purchase through Tongtai Website.

Should User wish not to receive any emails or SMS except for purchase orders, Tongtai Website provides a service that enables User to choose accordingly.

4. Payment Policy

- (i) Tongtai Website shall deduct the amount due from purchase of product(s) from User's designated bank account or Tongtai Website account upon confirmation of order. If for any reasons, Tongtai Website is unable to supply product(s) ordered due to its own fault, Tongtai Website shall notify Buyers immediately. Buyers have the right to request for reimbursement which will be credited into their Tongtai account or exchange a Tongtai Gift-card of the same value of product(s) purchased.
- (ii) Tongtai Website shall refund the overpaid amount into Buyer's Tongtai Website account 5 days after being notified by Buyer.

5. Delivery Policy

- (i) Tongtai Website is only able to deliver products to selected countries. Only adults above 18 years old should acknowledge receipt of the purchased products.
- (ii) Product shall be delivered according to the address as per Buyer's instruction. Tongtai Website's delivery time is estimated based on regular delivery time and is solely for User's reference. The actual time needed for delivery may vary depending on country or area. Users may confirm with the local post office or related courier service company accordingly.
- (iii) Delivery charges and the corresponding time needed for delivery can be found in "Delivery Policy". Tongtai Website shall make effort to deliver the purchased products on time and shall not responsible for delays or damages caused by natural disaster.
- (iv) Tongtai Website shall not be responsible for any product loss or damages from failed delivery resulting from receiver's issue or after products are delivered.

6. Product Exchange or Return Policy

- (i) No exchange or return is accepted if Users fail to contact Tongtai Website's Customer Service Department within 7 days after product is delivered.
- (ii) Exchange or return requests are only entertained for products in the complete packing and in a re-sellable condition. Exchange or return is not allowed if packaging of product is opened and unable to be resealed for the exception of those with quality problems or wrongly sent.
- (iii) Exchange or return requests should be accompanied by the

- official receipt and free gift (if any).
- (iv) Products with damages inflicted intentionally or accidentally are not entitled for any exchange or return.
 - (v) Product images and the related information published in Tongtai Website are solely for reference purposes. Color of the actual product may vary from the image due to photo lighting or display monitor. Tongtai Website shall cover all stock return costs if stocks are returned due to quality problems or supply error. Buyers shall be responsible for all cost of the return procedure if the reason for stock return originate from Buyers themselves.
 - (vi) Product Exchange: Buyers are required to contact Tongtai Website Customer Service on all matters related to product exchange. Purchase product is to be sent to Tongtai upon confirmation from Tongtai Website Customer Service. Tongtai shall deliver the requested product in exchange of the one bought to Buyer within 2 working days after receiving the returned product.

Product Return and Refund: Buyers are required to contact Tongtai Website Customer Service on all matters related to product return and refund. Purchase product is to be sent to Tongtai upon confirmation from Tongtai Website Customer Service. Tongtai shall reimburse the same amount of product(s) purchased to Buyer's Tongtai Website account 24 hours after receiving the returned product.

7. Penalty Policy

- (i) Tongtai Website has the right to examine User's registered data and purchasing processes. Tongtai Website also has the right to question User or request for amendment or immediate deletion etc should there be any doubt on the registered data or when problem with purchasing process is encountered.
- (ii) Tongtai Website has the right to publicly announce User's illegal activities on its website if it is determined as such via the national laws or administration penalty, or if Tongtai Website holds the evidence of User's violation of laws or the service agreement.
- (iii) Tongtai Website has the right to delete or impose restrictive measures without notifying User should User publish in its website messages including those that Tongtai Website strongly believe is misleading, deceptive or false, non-related to online purchasing or not aimed for online trading, interfering with the normal purchasing structures, against public ethical rights or possible to damage the legal benefits of Tongtai Website or its other Users.

8. Changes of Policy

Tongtai Website has the rights to change the Agreement, any other terms and conditions, policy or User qualification without notification. The revised policy will be included in Tongtai Website's new terms and

conditions. If for any reasons, any of the changed terms and conditions is defined to be invalid, terminated or unable to execute, the remaining new terms and conditions will still be in full effect. User's continuous usage of Tongtai Website following the revision indicates that User agrees to the new policy.

9. Termination

Tongtai Website has the right to terminate the entire or part of the Agreement or User qualification without notification. Even though Tongtai Website did not make it obligatory for User to adhere strictly to the terms and conditions, it does not imply Tongtai Website has abandoned its rights. If User's Tongtai Website account has been terminated, it indicates also the lost of user's membership qualification. Users agree not to take any action or request for compensation for the lost of membership qualification.

10. Limitation of Responsibility

Apart from the other restrictions and exceptions stated in the Usage Rules within the boundaries of Malaysian laws and regulations; Tongtai, Tongtai's directors, administrator, employees, agents or any representatives will not be liable under any conditions for any type of damages that may cause direct, indirect, particular, inherent or punitive consequence from "Members' group and benefits". Tongtai Website's overall responsibility does not exceed the User's purchased amount and value of product requested for compensation including the responsibility of contract, guarantee and rights infringement (including error). Tongtai Website's responsibility exclusion and restriction rules will be utilized to the maximum within the limitation of law and will remain valid after User qualification termination.

F. Suspension and Termination of Service

1. Upon User's request for termination of service, Tongtai Website shall carry out an investigation before terminating the User account. This Agreement shall be void with immediate effect with the termination of User account notwithstanding the following which shall remain in effect after termination:
 - (i) Tongtai Website reserves the right to be in possession of the registered data of users and past transaction records.
 - (ii) Tongtai Website reserves the right to take legal actions as set forth in the Agreement if user was found to have conducted illegal activities or breach the Agreement terms in Tongtai Website's trading platform before the request for termination.
2. Tongtai Website shall suspend User accounts for further action including service termination should the following circumstances take place:
 - (i) Tongtai Website reserves the right to terminate the services it provides if Users breached the terms of this Agreement. Further to this, if a User re-register as Tongtai Website User directly or indirectly or using details of a third party after being terminated, Tongtai Website reserves the right to suspend its services to the User unilaterally.

- (ii) User registration details or information found to be false.
- (iii) User's refusal to accept the terms and conditions set forth in the renewed Agreement.
- (iv) Other circumstances Tongtai Website considers necessary for service suspension or termination.

G. Governing Law

This Agreement shall be governed, construed and enforced for all purposes in accordance with the laws of Malaysia. Any claim or dispute arising from and related to this Agreement shall be resolved exclusively by a state or federal court located where Tongtai Website is legally incorporated.

H. Owner's Rights

1. 1. All information featured in Tongtai Website such as charts, labels, website banners, images for links, text, service names etc are properties of Tongtai Infant Apparel (M) Sdn. Bhd and protected under Malaysia and International Knowledge Property Rights Regulations. Users are not allowed to use without pre-authorization from Tongtai Website, any method that may cause customer confusion or any method that will condemn or defame Tongtai Infant Apparel (M) Sdn. Bhd on any products or services not related to Tongtai Website. The logos featured in Tongtai Website not belonging to above mentioned are properties of its Rights Owner. These Rights Owners may or may not be related, linked or sponsored by Tongtai Infant Apparel (M) Sdn. Bhd or its related companies. Anything appearing on Tongtai Website shall not be seen as implied permission or authorization on the usage of logos in the website without written consent from Tongtai Infant Apparel (M) Sdn. Bhd or the logo owner.
2. 2. Published comments from Tongtai Website Users are merely personal opinions, independent from Tongtai Website. Writers should be responsible for the articles themselves.
3. 3. Tongtai Website has the rights to use product testimonials, discussion on products and pictures for personal use or with other parties for other purposes including website, e-magazine, magazine, publishing etc. Citation of writer shall be included when the above material is use. The citation name shall follow the name shown on the published article for the exception of copyright articles.
4. 4. The copyright of articles and pictures (including cited articles and pictures) posted on Tongtai Website by Users belong to the original authors. The copyright belongs to the citation reference if there is a copyright declaration or if the original copy is taken from other sources with citation references. Any cited reference articles posted on Tongtai Website shall follow the below regulations:
 - (i) Clearly list the author, article and pictures source from "TongTai" or "www.tong-tai.com.my" when used for non-commercial, non-profit, non-advertising purposes.
 - (ii) Request for consent from the author or owner of the article or picture if used for commercial, profitable, advertising purpose and list clearly author's name, authorization limits and

originally sourced from “TongTai” or “www.tongtai.com.my”.

- (iii) Author’s consent should be sought for any amendment or deletion to the articles or pictures which shall not alter the original meaning and shall list clearly the authorization limits.

I. Non-guarantee and Limited Responsibility

1. 1. Unless with a specified written document; the messages, content, materials, products (including software) and services provided to Users by or through Tongtai Website, catalogue, and other methods are provided by Tongtai Infant Apparel (M) Sdn. Bhd based on the “current situation” and “recently available” basis.
2. 2. Unless with a specified written document, Tongtai Infant Apparel (M) Sdn. Bhd shall not express or imply; declare or guarantee in any methods, the operations of website and the messages, content, materials, products (including software) or services (except those regulated under Malaysia laws). Users clearly agree to assume the risk of using this website.
3. 3. Within the limitation of maximum allowance of applicable laws, Tongtai Infant Apparel (M) Sdn. Bhd and its related companies do not admit the entire expressed or implied guarantee including the implied guarantee made on promotion and fulfillment on specified purpose. Tongtai Infant Apparel (M) Sdn. Bhd and its related companies shall not guarantee Tongtai Website; or all the messages, content, materials, products (including software) and services contained in the website or provided through other methods; emails sent from Tongtai Website server or its website are virus-free or free from any harmful content.

J. Privacy

1. Users provide personal information as per Tongtai Website’s request when they register as members. Tongtai Website automatically collects and records the data from User’s browser including IP addresses data and web page history when Users utilize services from Tongtai Website, attend activities of Tongtai Website or surf Tongtai Website.
2. The data collected by Tongtai Website when User make any transactions in Tongtai Website including purchase of products or services, upload pictures, announce testimonials, participate in product discussions, promote to friends, using website message etc.
3. Users’ personal data taken from Tongtai Website’s business partner legally.
4. **Usage of message:**
 - (i) Tongtai Website shall not sell or lend user’s personal information to any party without permission from Users.
 - (ii) Tongtai Website shall not allow third parties to collect, edit, sell or distribute User’s personal messages using any method without paying. Tongtai Website has the rights to terminate its service agreement and User’s account if User is found to be engaged in any of the above mentioned activities.

5. Tongtai Website may use User's personal information to provide better service to User including message delivery for products and services, or sharing the information with Tongtai Website business partner to ensure for the same purpose (business partner is required to obtain consent from User in advance).

6. Information disclosure:

Users' information shall be disclosed in part or completely under the following circumstances:

- (i) Disclosure to third parties with User's consent.
- (ii) If the User is a qualified intellectual property rights holder and has voice up complaints so that both parties may resolve the possible intellectual property rights argument.
- (iii) Disclosure to third party or administration, judicial department according to regulations of laws, or as per requested by administration or judicial department.
- (iv) A need to disclose to third party if the User happened to violate Malaysia's laws or website policies.
- (v) Disclosure of User's personal information to third parties for the purpose of providing products and services requested by User
- (vi) Information disclosure that Tongtai Website considers necessary according to the laws or website policies

7. Information safety:

- (i) Tongtai Website account is equipped with password protection. Please safe guard the User account and password. Users shall protect their personal information with utmost care when using Tongtai Website for online purchases, unless there is an absolute need to disclose to third parties.
- (ii) Tongtai Website customer service shall be informed immediately if User disclosed personal information in particular Tongtai Website account or the password for the necessary follow up action.

8. Usage of Cookies:

- (i) The information taken from Cookies set up by Tongtai Website is applicable to this policy.
- (ii) Cookies put in place by Tongtai Website advertisers on User's computer will utilize it according to personal privacy policy.
- (iii) Editing and deleting rights: Users are allowed to edit or delete personal information from their Tongtai Website account, except for information regulated by Tongtai Website.

This Agreement has been translated into several other languages for the purpose to fulfil the public requirements. In the event of any conflict, contradiction or discrepancy, the Chinese (simplified) language version shall be the official version and shall govern.

Please contact Tongtai customer service for assistance should there be any enquiries pertaining to Tongtai Website via the following email address: info@tong-tai.com.my