

TERMS AND CONDITIONS

This Agreement between the named Applicant (hereinafter "Member") and BlackBixon Sdn. Bhd. (hereinafter "BLACKBIXON") shall be subjected to the approval of BLACKBIXON. By successfully executing the Application Form, the Member hereby agrees to comply and be bound by the following terms and conditions of this Agreement. BLACKBIXON reserves the right to vary and/or revise any existing terms and conditions at any time by publishing a new version on BlackBixon official website (www.blackbixon.com) without any prior notices. Member should read at the Terms and Conditions regularly. Member may terminate his/her membership at any time, but continued use of membership after the effective date of any modifications to the Terms and Conditions means that Member agree to the Terms and Conditions as modified. In the event of any discrepancy in translation or interpretation of any of the clauses of this Agreement, the English version shall prevail.

1.0 REGISTRATION AND STATUS

- 1.1 The applicant wishing to apply for BLACKBIXON Membership under the individual category must be at least 18 years of age and is required to submit a clear copy of Identification documents, NRIC for Malaysian citizens and Passport for Foreigners.
- 1.2 The applicant wishing to apply under the name of a business or registered company must submit a copy of the Certificate of Incorporation (Borang 9), SSM Company's Super Form, and any other relevant supporting documents to BLACKBIXON.
- 1.3 The Member hereby confirms that all personal information given to BLACKBIXON contained in the application form submitted manually or via e-registration is accurate and up-to-date. BLACKBIXON, in accepting this membership application shall generate a computer record of the Member account and the applicant will be recognized as the BLACKBIXON Member. BLACKBIXON shall notify the applicant by email the details of the membership. BLACKBIXON reserves the right to cancel and terminate the application due to inaccurate information and/or document provided.
- 1.4 The Member acknowledges that he/she/it is an independent contractor under the terms of this agreement, and not an employee, or legal representative of BLACKBIXON. Therefore, the Member has no authority to bind BLACKBIXON to any obligation and shall neither have the right to negotiate or conclude any contract or agreement on behalf of BLACKBIXON.
- 1.5 The Member acknowledges that he/she/it has read, understood, and agreed to be bound by the terms and conditions of this agreement at all times.
- 1.6 BLACKBIXON reserves the absolute right to accept or reject any application without assigning any reason. The Member is prohibited from providing false, misleading, or inaccurate information, signatures, and documents intentionally. Any application found to violate the aforesaid will not be accepted for Membership, or if accepted, will be canceled forthwith upon discovery.

2.0 PERSONAL MONTHLY MAINTENANCE

- 2.1 AGENT/DEALER/MASTER DEALER/SUPREME DEALER/BRAND PARTNER is required to comply with the Personal Monthly Maintenance requirement for the commission payout (if any) purpose, whereby the AGENT/DEALER/MASTER DEALER/SUPREME DEALER/BRAND PARTNER needs to maintain a monthly 75 Point Value (PV) which is equivalent to RM75.00 in Ringgit value by purchasing BLACKBIXON capsule products, at normal member price.
- 2.2 The Personal Monthly Maintenance requirement shall take effect commence from the 13th month after the date of subscription to any of the Outright Packages by AGENT/DEALER/MASTER DEALER/SUPREME DEALER/BRAND PARTNER.

3.0 MARKETING, ADVERTISING AND RESELLING

- 3.1 The Member shall not advertise BLACKBIXON's products and/or its compensation plan without the prior written consent of BLACKBIXON except the use of the exact language used in BLACKBIXON's printed materials.
- 3.2 The Member shall not produce, promote, or use materials of any kind describing BLACKBIXON's tradenames, brand names, trade symbol, slogans, logos, programs, products, and trademarks, copyrighted or otherwise protected materials names in any website, URL address, domain name, electronic media advertising or other forms of advertisement unless written approval is granted by BLACKBIXON.
- 3.3 The Member is prohibited from participating and displaying BLACKBIXON products at trade shows/conventions, selling or promoting on grocery shops, stores, mini-markets, supermarkets, military stores, internet shopping sites, or any other e-commerce platforms unless written approval is granted from BLACKBIXON.
- 3.4 **UNAUTHORIZED USE OF COMPANY NAME AND PRODUCT NAMES**
- 3.4.1 The Member shall not use BLACKBIXON's company name, logo, trademark, or any of its product names as part of any online pages' title, email address, domain name, URL, hyperlink, or in any other form whatsoever.
- 3.5 **COPYRIGHTS**
- 3.5.1 Any photos, advertisements, artworks, or websites created and published by BLACKBIXON and NI HSIN group of companies are all copyrighted. The Member shall not use, edit, amend, copy, reproduce, or imitate any of them without prior written authorization from BLACKBIXON or its group of companies. Sharing publications made by BLACKBIXON through its official websites are allowed.

4.0 LABELLING AND PACKAGING

- 4.1 All products of BLACKBIXON shall be marketed and sold in their original form of packaging. The Member shall not alter, relabel, repackage, re-bundle, unbundle, sell in loose form, or otherwise change or alter any of the packaging labels of BLACKBIXON's products or sell any of BLACKBIXON's products under any name or label other than that authorized by BLACKBIXON.
- 4.2 The Member shall not display or sell BLACKBIXON's products in any public or private places unless prior written approval has been obtained from BLACKBIXON.

5.0 CANCELLATION, TERMINATION, AND REJOIN

- 5.1 The Member may terminate his/her Membership status within TEN (10) WORKINGS DAYS from the date of application ("COOLING-OFF PERIOD") by giving written notice to BLACKBIXON.
- 5.2 BLACKBIXON reserves the right to terminate the Member status at any time by providing the Member with written notice of termination if he/she/it violates and/or fails to comply with BLACKBIXON's Terms and Conditions.
- 5.3 The Membership status will be terminated if there is no minimum purchase over a period of three (3) consecutive months (from the last purchase) and all privileges and/or benefits shall be forfeited. Should the Member wish to continue to be a Member of BLACKBIXON, he/she/it is required to submit a new application.
- 5.4 A Member who has ceased to be a Member of BLACKBIXON may re-submit his/her/its application to be a Member.

6.0 SALES ORDER

- 6.1 Each order placed with BLACKBIXON or any of its affiliates via the internet shall be governed by the existing Terms and Conditions contained herein. By placing an order, the Member acknowledges that he/she has read, understood, and accepted the Terms and Conditions, without reservation.
- 6.2 By using our website at www.blackbixon.com, the Member accepts and agrees to be bound by BLACKBIXON's Terms and Conditions. BLACKBIXON advises the Member to read carefully before using the services provided on its website.

- 6.3 BLACKBIXON reserves the right to cancel any orders in the event of the unavailability of the products concerned. The Member will be duly notified and shall be required to place a new order.
- 6.4 BLACKBIXON reserves the absolute right to refuse orders should there be insufficient value in the Member's account.
- 6.5 The data registered by BLACKBIXON constitutes full proof of the order and the entire transaction. The data registered by the payment system constitutes full proof of the financial transactions.
- 6.6 **PRICES**
- 6.6.1 The prices payable for the items the Member has ordered are those displayed on BLACKBIXON's website or form on the date the Member places the order, excluding delivery charges.
- 6.6.2 Delivery charges will be billed at the rates indicated on BLACKBIXON's website on the date the Member places his order. The delivery rate will be calculated based on the size of the order and the delivery method that the Member selects.
- 6.7 **DELIVERY**
- 6.7.1 BLACKBIXON will only arrange delivery for the products upon order confirmation together with the receipt of full payment.
- 6.7.2 The Member shall be fully responsible for an additional charge for re-delivery of goods that have been returned due to reasons such as no such recipient, no such address, incomplete address, the recipient has shifted, etc., or any other reasons for non-delivery.
- 6.7.3 BLACKBIXON will do its utmost to ensure delivery within 7-10 working days after receipt of an order.
- 6.7.4 Delivery of products is limited to Malaysia only. However, for remote areas of Malaysia, delivery time may be longer. In the event of natural disaster/unforeseen circumstances, the standard delivery timeline will be re-arranged and notification will be made accordingly.
- 6.7.5 The Delivery Charges are as below:

AREA / ZONE	Exclusive Gift Set		STARTER PACK / APRIL PACKAGE (COFFEE / MOCHA)		OUTRIGHT PACKAGE (COFFEE / MOCHA)		NORMAL PURCHASE	
	1 ST Month Purchase	Subsequent Months' Supply (Per Delivery)	1 ST Month Purchase	Subsequent Months' Supply (Per Delivery)	1 ST Month Purchase	Subsequent Months' Supply (Per Delivery)	For Order Below RM 300 (Per Delivery)	For Order Above RM 300 (Per Delivery)
West Malaysia	FREE (KLANG VALLEY ONLY)	RM 10	FREE	RM 10	FREE	RM 10	RM 10	Free
East Malaysia	N/A	N/A	RM 85	RM 30	RM 135	RM 30	RM 30	Free

- BLACKBIXON reserves the right to revise any terms of the delivery service (including but not limited to the Delivery Zone and the delivery charge) from time to time at our absolute discretion prior notice. All delivery charges paid are non-transferrable, non-refundable and non-exchangeable for cash or goods once the Order is confirmed.
- BLACKBIXON reserves the right to revise its prices and delivery charges at any time and to cancel a contract in case of an error in writing, printing, or calculation

7.0 BLACKBIXON COFFEE MACHINE WARRANTY POLICY

- 7.1 This warranty is valid only for the coffee machine that is purchased from BLACKBIXON via the said package or on its own. In the event of a warranty claim, proof of purchase will be required for the validation of all warranty claims.
- 7.2 BLACKBIXON Coffee Machine is for home use only. The warranty will be voided if the coffee machine has been used commercially.
- 7.3 Every BLACKBIXON Coffee Machine has a unique serial number. The serial number is treated as the warranty number of the machine and it is located on the box and at the base of the machine. The warranty is considered invalid if the serial number is not tally with the proof of purchase, is removed, defaced, or made illegible by tampering.
- 7.4 BLACKBIXON Coffee Machine is warranted against manufacturing faults and defective parts for a period of a maximum of twelve (12) months from the date of purchase. The warranty only applies where a defect has arisen, wholly or substantially, as a result of faulty manufacture, parts, or workmanship during the warranty period. In the case of the Mocha 2GO and Starter Pack package, the warranty of the Coffee Machine against manufacturing faults and defective parts shall commence from the date of purchase of the package.
- 7.5 In the event of a malfunction the Member may return the coffee machine to BLACKBIXON for inspection and repair where necessary. The return of a malfunctioning coffee machine does not automatically warrant a refund, replacement, or exchange. In the event of such returns, BLACKBIXON will inspect and shall make appropriate arrangements to replace such defective machine and parts.
- 7.6 In the event that a repair is required, BLACKBIXON will provide a loan coffee machine while the defective coffee machine is being repaired. The repairs will be performed by BLACKBIXON's technical team and the defective coffee machine will be returned to the Member when the repairs are completed and the Member shall return the loan coffee machine to BLACKBIXON.
- 7.7 The warranty is only valid if the coffee machine is used and maintained in accordance with the operating instructions, warnings, and safeguards contained in the machine Instruction Manual. The warranty shall be voided in the event of failure to observe the operating or assembly instructions.
- 7.8 No modification is allowed to be performed on the coffee machine. The Member shall take care of the coffee machine with proper cleaning and standard maintenance following the Instruction Manual.
- 7.9 **The warranty does not cover the following:**
- 7.9.1 Coffee Machine used for business and commercial purposes.
- 7.9.2 Corrosion, rusting, or stains.
- 7.9.3 Damage resulting from misuse, alteration, tampering, or improper handling of the coffee machine or usage not in accordance with the operating procedures outlined in the user manual.
- 7.9.4 Defects or damage due to the wrong usage of electrical supply or voltage.
- 7.9.5 Failure to adhere and comply to the proper cleaning procedure.
- 7.9.6 Damage due to transit, delivery, accident, misuse, or abuse. Natural disasters, lightning, fire, flood, and exposure to sunlight.
- 7.10 The warranty does not cover the cost associated with replacing and servicing consumable parts and/or accessories.
- 7.11 The delivery costs and any costs incurred during the return of defective products and parts will be borne by the Member.
- 7.12 The warranty is given only within the boundary of Malaysia.

8.0 PAYMENT METHODS

8.1 We accept the following payment methods:

8.1.1 CREDIT CARDS / DEBIT CARDS (WITH VISA & MASTERCARD)

- Payment by Credit Card / Debit Card is immediately due and payable. Your Credit Card / Debit Card details will be encrypted for security purposes.
- An Online Auto Debit transaction shall be subjected to the terms and condition below:
 - (a) *Credit Card / Debit Card*
 - I hereby request and authorize BlackBixon Sdn. Bhd. to debit my Credit Card / Debit Card Account for my product orders.

- I clearly understand and agree that the authorization is governed by the terms and conditions imposed by the card-issuing bank and Credit Card / Debit Card service provider.
- (b) *Third-Party Credit Card / Debit Card*
 - I, the cardholder of the details inserted, agree to pay for the purchases of BLACKBIXON products on behalf of the “the Member” according to the terms and conditions as stated in the agreement entered into between the Member and BlackBixon Sdn. Bhd.
 - I undertake to indemnify BlackBixon Sdn. Bhd., against all losses suffered should my Credit Card / Debit Card transaction in respect of the payment to BlackBixon Sdn. Bhd. be rejected for any valid reasons by the card issuer.
- The orders will be processed after the payment is verified/successful.

8.1.2 ONLINE BANKING

8.1.3 eWALLET

9.0 RETURN AND REFUND POLICY

- 9.1 Goods sold are non-refundable, non-returnable, and non-exchangeable.
- 9.2 The Member shall thoroughly inspect all products promptly upon receiving the product. For any cases of dented or defective products and parts, the Member should inform BLACKBIXON within forty-eight (48) hours from the receiving date before returning the defective products or parts thereof for replacement. All requests made after the time frame given will not be entertained.
- 9.3 The Member may only return the goods due to any of the following:
- (i) Damaged during delivery
 - (ii) Incorrect Goods (e.g., wrong item/color)
- 9.4 Expired products or damaged products due to negligence, misuse, unintended use, mishandling, or unauthorized modification are not accepted for return and refund requests.
- 9.5 BLACKBIXON does not accept returned vouchers, accessories, and other promotional items and sales aids for replacement or cash refund.
- 9.6 Delivery costs, used or damaged products, and/or goods are not entitled to any refunds or reimbursements. BLACKBIXON is not responsible if the shipment is lost during the return transits.

10.0 BUY-BACK POLICY

- 10.1 BLACKBIXON adopts a buy-back policy where the Member terminates his/her/its Membership. The Member reserves the right to return the products to BLACKBIXON upon termination.
- 10.2 In the event, the Member commits a breach of the terms and conditions herein, the BLACKBIXON reserves the right not to accept the return of the products.
- 10.3 BLACKBIXON guarantees the repurchase of products (returned product) which has been sold to its Members within a period of six (6) months which is equivalent to 180 days after the date of purchase and will refund at 90% of the purchase price with a deduction of 10% charge for operating and administration costs. The guarantee only applies to products that were purchased directly from BLACKBIXON.
- 10.4 The products returned must be in good condition, useable, re-sellable, unopened, unaltered, and have not expired. Expired products or damaged products due to negligence, misuse, unintended use, mishandling or unauthorized modification are not accepted. BLACKBIXON will only accept returns of the products in their original condition and box packaging accompanied by a copy of the Invoice or Delivery Order.
- 10.5 The amount of refund shall be considered after deducting all the commissions paid to the Member based on the Company’s Commission Plan and any benefits/incentives paid under any campaign and any costs incurred. Commissions that have been paid previously to the upline Referral will be deducted and recouped from the upline Referral’s commission in the following month.

11.0 LEGAL AND COMPLIANCE

- 11.1 All BLACKBIXON Members must comply with the applicable laws, by-laws, codes, guidelines, rules, and regulations of Malaysia or any government agencies in Malaysia.

12.0 TAXATION

- 12.1 All BLACKBIXON Members shall comply with all national, federal, state, provincial, territorial, or local laws and regulations and responsible for paying all taxes on all applicable income, license fees, or any other fees arising out of the Member’s activities hereunder.

13.0 INDEMNIFICATION

- 13.1 The Member agrees to indemnify and hold harmless BLACKBIXON, its officers, managers, members, directors, employees, agents, and dealers against any liabilities, claims, obligations, expenses (including attorney’s fees), or other damages arising out of or in any way related to or connected with, allegedly or otherwise, its activities as a Member including, without limitation, any unauthorized representations or claims made by you; breach of the clauses of this Terms and Conditions or violation of or failure to comply with any applicable federal, state, or local law or regulation.

14.0 PRIVACY POLICY

- 14.1 The Member understands and agrees that any personal information collected by BLACKBIXON may be held, used, and disclosed by BLACKBIXON to its group of companies, organizations, individuals related to and associated with BLACKBIXON, or any selected third party (within or outside of Malaysia) for purposes of BLACKBIXON sales orders, promotions & redemptions.
- 14.2 The Member understands that BLACKBIXON may disclose their data to the following parties:
- (i) Third parties who provide data processing services; and
 - (ii) In circumstances where delay or default of payment has occurred, to BLACKBIXON’s appointed lawyers or other professional advisors.
- 14.3 The Member confirms and acknowledges that he/she has read and understood BLACKBIXON’s Privacy Policy and hereby consents to BLACKBIXON processing his/her data in the manner and for the purposes described in BLACKBIXON’s Privacy Policy.
- 14.4 The Member understands that he/she has the right to obtain access to and to request for correction of any personal information held by BLACKBIXON concerning the Member.

15.0 PERSONAL DATA PROTECTION ACT (PDPA) 2010 CONSENT CLAUSE

- 15.1 Under the PDPA 2010, BLACKBIXON is mindful and committed to the protection of the Member’s personal information and privacy. Under the PDPA 2010, BLACKBIXON is required to obtain the Member’s explicit consent when collecting and processing the Member’s sensitive personal data.
- 15.2 BLACKBIXON collects the Member’s sensitive personal data to assess Member’s application and to administer the products and services that the Member has signed up for and to respond to the inquiries and complaints and resolve disputes.
- 15.3 For BLACKBIXON to provide the Member with BLACKBIXON products and services and to operate efficiently and effectively, BLACKBIXON may need to collect relevant personal information from the Member either manually or through the BLACKBIXON website. The personal information collected by BLACKBIXON may be in the form of but is not limited to name, identity card number, address, bank account details, telephone number, credit card details, business details, or any other information stipulated by the PDPA.
- 15.4 The Member hereby give their consent to BLACKBIXON to:
- (i) Store and process his/her Personal Data;
 - (ii) Disclose his/her Personal Data to the relevant governmental authorities or third parties where required by law or for legal purposes.

15.5 By submitting this form or e-registration, the Member hereby agrees that BLACKBIXON may collect, obtain, store and process his/her personal data that were provided in this form to receive any updates, news, promotional, and marketing emails, and/or materials from BLACKBIXON.