



## USER TERMS AND CONDITION

Welcome to ABC Boba Cha! By accessing, browsing and registering through [www.abobacha.com](http://www.abobacha.com) ("Site"), you are deemed to have acknowledged, read, understood and accepted these Terms and Conditions (as defined below). These Terms and Conditions are applicable to all registrations and related transactions carried out on the Site, by ABC Boba Cha and all other webpages and websites operated by its affiliates.

ABC BOBA CHA RESTAURANTS SDN BHD (Company No. 1165208-K) is a private company limited by shares incorporated under the laws of Malaysia and having its registered address at NO 24A, JALAN TUN MOHD FUAD 1, TAMAN TUN DR ISMAIL, 60000, KUALA LUMPUR, MALAYSIA ("ABC Boba Cha").

If you are an authorised representative of a company who wishes to register with ABC Boba Cha as a Registered User (as defined below) and who agrees to these Terms and Conditions, you are agreeing on behalf of that company. You must have the authority to bind that company to these Terms and Conditions, otherwise you must not register yourself as a Registered User of ABC Boba Cha.

If you do not wish to accept these Terms and Conditions, you shall not access and shall immediately cease browsing the Site. Upon acceptance by you, it is hereby agreed that you shall conform to and comply with these Terms and Conditions and such agreement shall constitute a legally binding contract between you and ABC Boba Cha.

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### PART I GENERAL TERMS AND CONDITIONS

#### 1. GENERAL TERMS

1. These Terms and Conditions shall include all terms and conditions set out herein and any terms and conditions that have been or will be published, announced or declared by ABC Boba Cha in any means of communication or announcement ("Terms and Conditions") in respect of the e-commerce services provided by ABC Boba Cha on the Site. These Terms and Conditions shall be inclusive of the terms of registration in Part II and terms of use in Part III, which shall form an integral part of these Terms and Conditions.
2. ABC Boba Cha reserves its rights to add, change, amend, alter, modify, revise or suspend the Terms and Conditions ("Revised Terms and Conditions") at any time. Changes will be made through announcement or publication on the Site or such other medium or media or commerce platform of ABC Boba Cha with no further notice to you. The Revised Terms and Conditions shall be effective upon publication and shall form part of the Terms and Conditions. Your continuing access and use of the Site following the changes or variations to the Terms and Conditions, constitutes your acknowledgement and acceptance to such changes or variations.

#### 2. INTERPRETATIONS AND DEFINITIONS

1. Unless the context otherwise requires, the following words and expressions have the meanings set out below:

"ABC Boba Cha", other than the meaning ascribed to it above, is also the provider of the Services (as defined below) to the Registered User (as the case may be). The words "we", "us", and/or "ours" refer to ABC Boba Cha.

"Registered User's Account" means the personalised account (including a credit account) where permission is granted to the Registered User to access the Site by keying in its username and password onto the designated page of the Site and matches the records of ABC Boba Cha. The Registered Users' Account will be activated upon the submission by the Registered User.

“Party” or “Parties” means ABC Boba Cha and the Registered User (as the case may be) collectively.

“Products” means the products marketed, promoted and put on sale on the Site.

“Services” means the technical support and services, software programmes, training and development programmes and such other related facilities (including those set out under Clause 1, Part II of these Terms and Conditions) in respect of the registration of Registered User (as the case may be) and the Site to be provided by ABC Boba Cha.

“Notification” or “notified” or cognate expressions shall mean a notice by way of any electronic communication, public announcements or publication on the Site, facsimile transmission or comparable means of communication.

“Concluded Orders” or “Fulfilled Orders” means the orders that have been scanned upon delivery.

2. ABC Boba Cha reserves the rights to determine on the provisions, variations, modifications and/or upgrades of the Services. Unless otherwise stated, these Terms and Conditions shall be applicable to all such varied, modified, upgraded Services. The scope of Services may at any time be increased or modified or suspended due to scheduled or non-scheduled maintenance, at the sole discretion of ABC Boba Cha and the Registered User and (as the case may be) will be notified accordingly.
3. The Registered User (as the case may be) hereby agree that ABC Boba Cha shall under no circumstance be held liable or responsible, directly or indirectly, for any loss or damage incurred or suffered by any third party arising from any act of delays, inaccuracies or omissions occurring during and in connection with the use of the Site.

### 3. DURATION

1. Except as otherwise provided herein, these Terms and Conditions shall continue in full force and effect until or unless terminated in accordance with these Terms and Conditions.
2. Unless otherwise prohibited by law, all decisions made by ABC Boba Cha in connection with the provisions of these Terms and Conditions shall be conclusive and binding on the Registered User (as the case may be).

### 4. DISPUTE RESOLUTION

1. Parties shall attempt to settle any controversy, dispute or claim arising out of or in connection with these Terms and Conditions through consultation and in good faith. If attempts fail, such controversy, dispute or claim shall finally be settled by a private and confidential arbitration before a single arbitrator, who shall be a person legally trained and who has experience in the information technology and e-commerce field in Malaysia, to be appointed by mutual agreement of the Parties and proceedings shall be held in accordance with the Rules of Arbitration of the International Chamber of Commerce for the time being in force. The place of arbitration shall be the Kuala Lumpur Regional Centre for Arbitration and the language of the arbitration will be the English language.

### 5. GOVERNING LAW AND JURISDICTION

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

### 6. Sales and Service Tax

1. In Malaysia, Sales and Service Tax (“SST”) is levied and charged on the consumption of goods and services with such tax amount to be borne by the end consumer. As ABC Boba Cha is a SST registered company, the price of Products and Services provided by ABC Boba Cha will include or charged with the relevant GST amount, where applicable.

## PART II TERMS OF REGISTRATION

### 1. SCOPE OF SERVICES

1. ABC Boba Cha will provide on the Site, full and frank disclosure of the information in respect of the Services and the Parties acknowledge and agree that nothing in these Terms and Conditions or information provided on the Site shall be construed as a guarantee or warranty, either expressed or implied, given by ABC Boba Cha on the commercial feasibility or viability in carrying out its transactions on the Site.

## 2. ELIGIBILITY OF REGISTERED USER

### 1. Qualifications of Registered User

The eligibility of the Registered User to register with ABC Boba Cha is subject to compliance with the conditions set out below where the Registered User shall:

- (a) be an individual or legal entity with the capacity of a natural person or juridical person under the laws of Malaysia;
- (b) be a person who is eligible to engage in the e-commerce transactions in accordance to the relevant digital or e-commerce legislations in Malaysia;
- (c) agree to comply with these Terms and Conditions;
- (d) register itself with the Site or such other registered media platforms belonging and so specified by ABC Boba Cha and agree to read, understand and accept the rules, policies, guidelines and contents as ABC Boba Cha may from time to time implement and impose on the Registered User.
- (e) ensure that all information (including personal information) is true, accurate and not misleading in all aspects and shall refrain from using any false identity, misuse the identity of another person or other improper or illegal methods to be eligible as a Registered User. Failing which, ABC Boba Cha reserves the right to take all necessary legal action (including termination and disqualifying the Registered User's from the Site) against such Registered User who has breached the above provisions and the Registered User shall bear the legal consequences of the breach;
- (f) comply with all the relevant directives, policies, rules, regulations and laws of Malaysia.

The Registered User acknowledge that ABC Boba Cha has relied solely on the accuracy and completeness of the information provided by the Registered User at the point of registration.

### 2. Verification of Identity of the Registered User

Upon successful registration, the Registered User(s) is deemed to have qualified as a Registered User on the Site and the identity of the Registered User may be verified by way of accessing to the relevant Registered User's Account and the e-store on the Site:

## PART III TERMS OF USE

### 1. RIGHTS AND OBLIGATIONS OF REGISTERED USER

#### 1. Registered User shall:

- (a) at the request of ABC Boba Cha, participate in any training or upgrading activities organized by ABC Boba Cha and upon passing the professional assessment or tests.
- (b) be entitled to all privileges, offers, discounts on the purchase of products and such other incentives provided by ABC Boba Cha in accordance with these Terms and Conditions;
- (c) in the event where the opening of an offline store is necessary, Registered User shall obtain a prior written consent from ABC Boba Cha in order to maintain the business reputation and to protect the interest and rights of the other members registered with ABC Boba Cha. Any opening of an offline store without the prior written consent of ABC Boba Cha shall constitute a breach on the part of the Registered User and such breach include the infringement of the intellectual property rights owned solely by ABC Boba Cha and such Registered User in default shall pay to ABC Boba Cha liquidated damages of an amount equivalent to two (2) times the revenue of the offline store or such quantified amount of losses or damages suffered by ABC Boba Cha, whichever the higher;
- (d) during the process of recruiting new Registered User in order to enjoy the privileges, offers, discounts and incentives given by ABC Boba Cha, comply with the following:

- (i) the Registered User, when promoting and marketing the products, shall do so based on the contents specified by ABC Boba Cha on its official portal and provide true and frank disclosure of such contents. ABC Boba Cha shall not be responsible for any promotional and marketing activities carried out beyond the authorised limits. Any losses or damages as result of violation of this requirement shall be the sole responsibility of the Registered User;

2. Registered User(s) is obliged under these Terms and Conditions to:

- (a) comply with the policies, directives, rules and regulations implemented by ABC Boba Cha;
- (b) regularly stay up-to-date with ABC Boba Cha's latest news, current affairs, business policies, structures, modules, operations, management and programmes implemented;
- (c) regularly grasp an understanding of the Products, Services, incentives and promotions of ABC Boba Cha ;
- (d) ensure the Registered User actively participate in all the training and development programmes, activities and events organised by ABC Boba Cha in order to gain the necessary expertise and skills to improve its sales performance;
- (e) strictly adhere to rules and regulations of ABC Boba Cha when engaging in any activities related to the marketing of the Products on the Site and is prohibited from conducting any unethical business practices including fraud by concealment, non-disclosure, false and exaggerated advertising techniques (puffing). In the event of any violation of this provision, the Registered User shall be held liable for any legal actions being taken against ABC Boba Cha or the Registered User;
- (f) strictly fulfil its tax obligations and make the mandatory tax contribution to the relevant authority in Malaysia if the Registered User is required to;
- (g) to amicably resolve any dispute or claim arising out or in relation to these Terms and Conditions in accordance with Clause 4, Part I of these Terms and Conditions. The Registered User shall in no way publicly disparage, cause disrepute, defame, slander or otherwise criticize ABC Boba Cha or any of its affiliates (including other Entrepreneur or Registered Users) failing which, the Registered User shall be solely responsible for all ensuing repercussions.

2. REPRESENTATIONS AND WARRANTIES BY THE REGISTERED USER

1. The Registered User(s) hereby represent, warrant and undertake (where applicable) to ABC Boba Cha that:

- (a) it has taken all necessary steps to ensure that its personal information or other related information submitted to ABC Boba Cha is true, accurate and not misleading at the time of registration and shall at all time, ensure the validity and keep-up-to-date such information including but not limited to his/her email address, contact number and postal address. The Registered User(s) further undertake that no false personal information shall be provided to ABC Boba Cha and ABC Boba Cha is obliged to update the information in due course upon receipt of any updates on the information provided by the Registered User;
- (b) it will comply and conform to these Terms and Conditions, all rules, regulations and policies implemented by ABC Boba Cha in respect of the Services;
- (c) it has the right, power and authority to enter into a binding agreement between the Parties, and carry out and conclude all its obligations under these Terms and Conditions and to conform to the rules and regulations to use the Services;
- (d) it shall not engage in any unlawful, false, unethical or deceptive activities in their conduct of business on the Site (whether singly or in association with other person or entity) that may affect the business operations of ABC Boba Cha and such activities include:
  - (i) directly or indirectly, perform, engage, enter into or start similar or substantially same activities carried out by ABC Boba Cha;
  - (ii) encourage, solicit or seek to induce or influence to terminate their relationship with ABC Boba Cha or in any way divert, take away or attempt to divert or take away any existing or potential Registered

User, clients, individuals or collaborate and partner (in any form) with competitors of ABC Boba Cha or promote and sell the products of ABC Boba Cha to such competitors;

- (iii) any conduct that may violate or cause to violate these Terms and Conditions including bait advertising, selling goods at an unreasonable low price, unfair code of conduct with the sole purpose to solicit or divert customers and unethical business tactics that may cause losses and damages to ABC Boba Cha;
- (e) it shall at all times, ensure compliance with the applicable laws or other pertinent laws in Malaysia where the business of ABC Boba Cha is being carried out and in the event of any infringements and violations of the governing laws, regulations, directives, the Registered User shall be solely liable;
- (f) it shall exercise a reasonable degree of care to maintain and hold in full confidence the trade secret and all confidential information of ABC Boba Cha and shall not at any time except with the written consent from ABC Boba Cha, disclose, divulge, reveal or make accessible to any person, firm, corporation or other entity except for the benefit of ABC Boba Cha. Such confidential information includes the trade secret, business structure, model, operations, training and development programmes, materials, system, marketing techniques, product information, hardware, software and other database related to the business of ABC Boba Cha and all personal information and contact details of the other Registered User that are not available in the public domain (unless otherwise disclose by the Registered User on its own);
- (g) it is fully aware of and have undertaken all necessary due inquiry into and have understood the operations and business of ABC Boba Cha and has registered itself as a Registered User at its own will upon assessing the outcome of its inquiries;
- (h) it acknowledges that the Activation Fees paid in accordance to Clause 2, Part II of these Terms and Conditions is non-refundable upon the expiry of the cooling off period;
- (i) it shall ensure compliance with all its tax obligations to the relevant authorities in Malaysia in respect of all revenues, incomes and profits generated from its operations on the Site.

### 3. RIGHTS AND OBLIGATIONS OF ABC BOBA CHA

#### 1. ABC Boba Cha has the absolute right to:

- (a) at any time according to the market needs, expand, modify, improve, innovate, develop and research the business models, offerings, market and product development strategy;
- (b) implement, change, amend, modify, suspend, continue, remove or terminate or otherwise modify the business needs, operations, regulations and policies subject to the laws of Malaysia including the registration prerequisites, details, entitlement to bonuses, premiums and incentives of the Registered User;
- (c) require the Registered User to adopt in its operation of business on the Site, the standard of practice exercised by ABC Boba Cha or any other operators in the market carrying out the business of a similar nature;
- (d) suspend or terminate the Registered User's and the Registered User's Accounts, in the event the Registered User make or cause to make disparaging remarks or conduct that adversely impact ABC Boba Cha, its reputation, products, services, management and members;
- (e) approve or reject any application with or without reason at its sole discretion;
- (f) use its reasonable commercial effort to maintain the operations of its e-store on the Site and other related media platforms including its design, development, specifications, technical issues and accessibility in order to enhance the value and to improve the Registered User's experience in respect of the Site;
- (g) provide technical support, assistance and to promptly respond to the issues that Registered User may encounter during the registration with ABC Boba Cha;
- (h) access the Registered User's data and transactions on the Site and should there be any suspicious or irregular activities, ABC Boba Cha has the right to inquire or request that the Registered User make the necessary changes or to make the necessary deletion or modification where appropriate;
- (i) announce on the Site, any illegal transactions or wrongdoings carried out by the Registered User suspend the relevant Registered User in the event where it is affirmed by any effective legal instruments or any

orders/judgments that the Entrepreneur or Retailer has violated any laws or by ABC Boba Cha's judgment that the Registered User has committed any wrongdoings;

- (j) in respect of any announcement made or information published by the Registered User on the Site, ABC Boba Cha may at any time without notice to the Registered User, delete or impose restrictions on such contents including but not limited to instances where ABC Boba Cha reasonably believes that the contents of the announcement or information is:
  - (i) fraudulent, malicious, false, untrue, incorrect or misleading;
  - (ii) not relevant to the transactions carried out on the Site;
  - (iii) violating the pricing of sales or tantamount to attempts to disrupt the usual order of the transactions on the Site;
  - (iv) contrary to the public interest or that could have a material adverse effect on ABC Boba Cha or the other users of the Site;
- (k) assign or transfer all rights, obligations, benefits, remedies, liabilities arising hereunder to any of its subsidiaries, affiliates or its related entities with a 30 days' prior notice to the Registered User by way of a public announcement on the Site;
- (l) adopt its in-house policies to determine the Registered User's entitlement to discounts, incentives, bonuses and premiums;
- (m) use its reasonable endeavour to keep confidential all information related to the transactions on the Site, trade secrets and personal data of the Registered User and/or their consumers ("Data Subjects") and shall not without the prior consent of the Data Subjects disclose, divulge or reveal any such information to any third party for any monetary gains or benefits unless otherwise required by law;
- (n) appoint any third-party logistics company for the distribution of the products and the Registered User shall provide the accurate contact details of the consumers or the recipient of the products and ABC Boba Cha will not bear any losses incurred due to negligence on the part of the logistics company;
- (o) establish and publish on the Site, all relevant trading rules and regulations for reference by all Registered User;
- (p) use its best endeavours to enhance and improve its webpages or other related e-commerce / media platforms in respects of its maintenance, troubleshooting, programming, marketing, advertising, construction to ensure competitiveness in the e-commerce sector by establishing:
  - (i) the procurement system to consolidate the provision of products and the system published on the Site shall be conclusive;
  - (ii) a fully integrated logistics networks and delivery services system for products distribution;
  - (iii) the customers service system to standardise all modes of customer services, after-sales services and the after-sale service system published on the Site platform shall be conclusive;
  - (iv) the technical support and networks enhancement system;
  - (v) an integrated operation and management system for ABC Boba Cha's business operations, marketing and advertising and other related services; and
  - (vi) a communication system for interactions and transmission of business information and guidance between ABC Boba Cha and the Registered User.

#### 4. INTELLECTUAL PROPERTY RIGHTS

1. The Registered User shall not, without the prior written consent of ABC Boba Cha, directly or indirectly, adopt or otherwise use the registered trademarks, trade names, know-hows and such other intellectual property rights of ABC Boba Cha and its operating assets including all logos, business names, business domains ("IP Rights"). In the event of an infringement of any of the IP Rights of ABC Boba Cha, ABC Boba Cha reserves the right to claim for any losses or damages incurred in connection with the infringement.
2. The Registered User may use the IP Rights to the extent and within the scope permitted by ABC Boba Cha and all use of the IP Rights shall be consistent with the operations and business image of ABC Boba Cha.

3. During its use of the IP Rights, all Registered User are prohibited from any conduct that has an adverse effect on ABC Boba Cha where: (a) its reputation will be tarnished;  
(b) disclosure of the IP Rights to unauthorised third parties;  
(c) The Registered User imitates, or on behalf of a third party imitates or assist a third party in imitating any part of the IP Rights.

4. Upon the termination or expiration of these Terms and Conditions (whichever earlier), ABC Boba Cha will terminate and cease the operations of the relevant Registered User's e-store and Registered User's Account and all intellectual rights developed and created in relation to the business management, operations and assets of ABC Boba Cha for the duration of time that the Registered User remained registered with ABC Boba Cha.

5. ABC Boba Cha shall not be liable for and the Registered User shall be solely responsible and liable for any losses and damages caused by the Registered User as a result of the infringement of the IP Rights. All costs and expenses arising out of the breach or incurred for the purposes of defending ABC Boba Cha and/or Registered User shall be borne solely by the relevant Registered User.

## 5. NON-COMPETITION

1. Each Registered User covenants that it will not use any of the IP Rights upon termination of these Terms and Conditions and its cessation as a registered Registered User with ABC Boba Cha and will not do or cause to be done any acts that will be detrimental to the interest or reputation of ABC Boba Cha.
2. Should ABC Boba Cha be aware of and has notified the Registered User of any violation of Clause 5.1 above, the Registered User hereby undertake to immediately cease all such acts and failing which, ABC Boba Cha reserves the right to claim against the Registered User for any loss or damage incurred by it as a result of such violation.

## 6. TERMINATION

1. If the Registered User(s) has breached or there has been any non-performance of the Registered User of any of these Terms and Conditions, ABC Boba Cha may by notice in writing ("Default Notice") notify the Registered User of the breach or non-performance and if the Registered User fail to remedy the breach or non-performance within the period as stipulated in the Default Notice, ABC Boba Cha may at its sole discretion terminate the Registered User's e-store and the Registered User's Account without further notice and these Terms and Conditions shall, in connection with such defaulting Registered User, be terminated and cease to be of effect without liability on the part of ABC Boba Cha.
2. These Terms and Conditions may be terminated (between ABC Boba Cha and a specific Registered User) without notice if such Registered User(s):
  - (a) has materially breached any term or condition of these Terms and Conditions that has resulted in losses and damages to ABC Boba Cha;
  - (b) assigns or transfers all its rights under these Terms and Conditions to a third party without ABC Boba Cha's prior written consent;
  - (c) create, grant or issue or agree to create, grant or issue any mortgages, guarantees, charges or other encumbrances on or do such acts or agree to act against these Terms and Conditions in respect of the store(s) operating under the Site;
  - (d) disclose and divulge any confidential information or trade secrets of ABC Boba Cha or such other similar acts;



- (e) tarnished the reputation of ABC Boba Cha and as a result cause interruption to the business operations of the other Registered User;
  - (f) has been suspended by or ordered by the relevant authorities to cease its business operations;
  - (g) has on written request, requesting for a voluntary disqualification of its registered status with ABC Boba Cha together with the submission of all relevant information;
  - (h) has committed any crime or offences against the laws of Malaysia.
3. Notwithstanding Clause 6.2, ABC Boba Cha may unilaterally terminate these Terms and Conditions if:
- (a) Either party is or becomes or is adjudicated to be insolvent or commits an act of bankruptcy or enters into any composition or other arrangement for the benefit of its creditors or proceedings are commenced for winding up of ABC Boba Cha;
  - (b) is or its business is suspended and ceased to be in operation,
- and these Terms and Conditions shall automatically cease to be of effect and shall be deemed to have been terminated.
4. The Registered User(s) may at its own will terminate its use of the Services, with or without cause, and such Registered User(s) shall be prohibited from re-registering itself with ABC Boba Cha for the Services, within three (3) months from the date of cessation.

5. Consequences of Termination

In the event of these Terms and Conditions is terminated pursuant to Clause 6.1, 6.2 and 6.4 above:

- (a) all payments or purchases made to ABC Boba Cha as at the date of termination (including the Activation Fees if applicable) shall not be refundable;
- (b) ABC Boba Cha shall procure the return of all authorisation granted to the Registered User during the period it is registered with ABC Boba Cha and thereafter the Registered User's eligibility shall cease;
- (c) all rights of the Registered User in respect of the Site prior to the termination of these Terms and Conditions shall be assigned and transferred to ABC Boba Cha.

7. PARTIES' COVENANTS

- 1. The Parties shall at all times ensure strict compliance to these Terms and Conditions.
- 2. Should either Party is unable to perform any part or all its obligations under these Terms and Conditions, the other Party shall have the right to request for it to be performed or remedied. In the event where any non-performance or non-compliance of these Terms and Conditions has cause losses or damages (whether direct or indirect or any expectation loss) to any Party, the Party at fault shall bear all legal consequences as a result of the non-performance or non-compliance.
- 3. The Registered User hereby agree to compensate ABC Boba Cha and be responsible for all losses and expense incurred or arising in connection with any misuse of the Services (including but not limited to an information displayed or published on the Site) or any breach of these Terms and Conditions suffered by ABC Boba Cha. The Registered User further agree that ABC Boba Cha shall not be held responsible for such display or publication of information (whether defamatory, threatening or offensive or otherwise) on the Site and any such other losses or damages incurred or arising in connection therewith suffered by any other users shall be the sole responsibility of the Registered User.

8. LIMITATION OF LIABILITIES

- 1. All access and downloads of content or information from the Site or such other webpages or linked webpages shall be at the Registered User's own risk and ABC Boba Cha shall not be liable for any loss of data or interruption the Registered User's businesses due to the usage of any such downloaded content or information.



## 9. DELIVERY

9.1 The BUYER understand that ABC Boba Cha offer their PRODUCTS via delivery. By entering the delivery address on the APP, BUYER will see the NEAREST outlet that is available to BUYER at that time. Delivery areas may expand, shrink or change depending on weather and traffic conditions and situations of force majeure.

## 10. Unsuccessful or Failed Deliveries

10.1 In cases where we attempt to deliver an Order but we are unable to do so due to the reasons caused by you, including but not limited to:

- (i) no one was present or available to receive the Order; or
- (ii) customer was uncontactable despite attempts to reach the customer via the phone number provided; or
- (iii) lack of appropriate or sufficient access to deliver the Order successfully;
- (iv) lack of a suitable or secure location to leave the Order; or
- (v) in the case of Restricted Goods, customer did not meet the statutory age requirements or delivery did not deem it safe or appropriate for the customer to receive the Restricted Goods.

## 11. No-show Cancellations

11.1 If you remain uncontactable or fail to receive the Order within ten (10) minutes from the time the Order arrives at your delivery address, ABC Boba Cha reserves the right to cancel the Order without refund or remedy to you.

## 11.2 Wrong Order, Missing Items, Defective Goods

Upon receipt of your Order, if you discover that there are issues with your Order (e.g. defective order, or missing items) please contact customer support via feedback in the application. In some cases, ABC Boba Cha may request for photographic proof and/or additional information to properly investigate the issue with your Order. If we determine that the Order and/or Goods you received are not of satisfactory condition or quality, we will compensate you for your Order or parts of your Order.

## PART IV RETURN, REFUND AND DISPUTE POLICY

## 10. APPLICATION FOR RETURNS/REFUNDS

10.1. Subject to the terms and conditions in this Refunds and Return Policy and the Terms of Service, Buyer may not apply for a refund, shall the order that has been inspected and received, the order is deemed to be completed or fulfilled.

## 11. REFUND

11.1. Buyer will only have the right to a refund for a cancelled Order only if a Vendor has not yet accepted Buyer's Order. Should Buyer still decide to cancel Order after it has been accepted by the Vendor, you understand that no refunds (whether in whole or in part) will be issued to Buyer and Buyer forfeit the delivery of the said cancelled Order.

11.2. Buyer is NOT entitled for any refunds for concluded orders and fulfilled orders.

## 12. DISPUTE

12.1. ABC Boba Cha is taking full responsibility for all the transactions from the website [www.abobacha.com](http://www.abobacha.com) and handling the dispute management, refunds, cancellations, returns & customer support.

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