

USER TERMS AND CONDITIONS

This Service is made available by GEM Reward Sdn Bhd (“ZCITY”) subject to the Terms and Conditions herein (“Terms and Conditions”). You acknowledge that you have read and fully understood these Terms and Conditions prior to your access to and use of the Service. Your activation and use of the Service constitutes your unconditional acceptance of these Terms and Conditions as may be amended by ZCITY from time to time. Any person that you allow to access the Service using your Account shall also be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, please do not continue with the registration process or Activation.

1. Use of the service

1. The Account is not transferable nor assignable to any third party and shall be exclusively used by you. The Account cannot be pledged or used in any manner by you as any form of security instrument for any purpose whatsoever.

2. In addition to the classes of users as stated herein, ZCITY may process and disclose your Personal Information to the following classes, but not limited to:

(a) Affiliated companies with ZCITY;

(b) Persons/Organizations required under law or where disclosure is necessary for the purposes of compliance with applicable laws or in response to relevant authorized requests.

3. The Personal Information/Data requested by ZCITY are mandatory which you must provide and agree to the processing of such Personal Information/Data. Should you decide not to provide any or all of the Personal Information/Data, ZCITY will not be able to proceed with the provision of the Services.

2. Registration

1. You may access areas of ZCITY that require registration by becoming a registered member and creating an account with us. You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account.

2. By registering on ZCITY, you agree that:

(i) Your account and password are personal to you and may not be used by anyone else to access the ZCITY;

(ii) You will not do anything which would assist anyone who is not a registered user to gain access to any registration area of the ZCITY; and

(iii) You will not create registration accounts for the purpose of abusing the functionality of the site, or other users; nor will you seek to pass yourself off as another user.

3. You agree to notify us immediately if you become aware any unauthorized use of your password or account identifiers by others.

3. Registered Users

1. Each User who has filled out an on-line registration form on the Site by giving its information (such as name, mobile number and email.) is a registered user of ZCITY (a "Registered User"). ZCITY will establish an account ("Account") for each Registered User and each Registered User is assigned a user alias ("User ID") and password ("Password") for log-in access to its own Account.

2. You shall be responsible to update the Registration Information to ensure its completeness and accuracy. You acknowledge and agree that ZCITY may share your Registration Information with us from time to time. Each User is only entitled to have one (1) verified email associated with his or her ZCITY Account. By accepting this agreement, you acknowledge that you have read and agree with the Privacy Policy and consent to our collection, use and disclosure of your Personal Data for the purposes as set out in the Privacy Policy. By clicking the "Agree" button, you are agreed on this email address will be permanently changed and bound with your ZCITY account. You will only entitle to have two (2) chances to verify your email address. Please make sure that you have provided a valid email address to get verification link from us.

Note: If you do not complete the confirmation process above, your email will remain in an unconfirmed state.

3. ZCITY may assign an Account letter with limited storage space for the User to send or receive message through User Account (the "Account's letter"). The User shall be responsible for all users and the content of all the messages communicated through the Email, Account letter, as well as the consequences of any such message.

4. If the Registered User is a business entity, you represent that (a) you have the authority to bind the entity to this Agreement; (b) the address you use when registering is the principal place of business of such business entity; and (c) all other information submitted to ZCITY during the registration process is true, accurate, current and complete. For purposes of this provision, a branch or representative office will not be considered a separate entity and its principal place of business will be deemed to be that of its head office.

5. By becoming a Registered User, you consent to authorize ZCITY to share such information with other Users.

6. ZCITY may suspend or terminate a Registered User's Account at any time by giving no less than 24-hour notice to the Registered User; provided, however, that notice is not required for such termination if (a) in ZCITY's determination, there is any breach of the provisions of this Agreement by the Registered User; or (b) ZCITY has reasonable grounds to suspect that such information provided by a Registered User is untrue, inaccurate or is not current or complete, or (c) ZCITY believes that the Registered User's actions may cause financial loss or legal liability to such Registered User, ZCITY 's other Users, or ZCITY or its affiliates.

7. The Registered User shall not use the Account's letter for junk mail, chain letters or spamming or the transmission of any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or any kind or nature. Furthermore, the Registered User shall not use the Account's letter to publish, distribute, transmit or circulate any unsolicited advertising or promotional information or any content that is obscene, indecent, seditious, offensive, defamatory, threatening, or which incites or results in causing racial hatred, discrimination, menace or breach of confidence.

8. Notwithstanding Section 3.1 above, ZCITY may refuse registration and deny the issuance of an Account and/or web message Account and associated User ID and Password to any User for whatever reason.

4. Zcoins for Users

In conjunction with the new "Zcoins" Reward Programme officially launched on 1 January 2022 which created higher values to ZCITY user in his/her ecommerce experiences via ZCITY app, all Reward Points will be expired on 8 January 2022. Expired Reward Points will not able to participate in any campaign. The ZCITY user is advisable to conduct self-conversion from Reward Points to Zcoins in order to continue enjoy the instant rebate and cashback benefits.

- Zcoins (generated and discount) is applicable to the payment transaction in Scan & Pay, Bill payment, e-Voucher purchase and Zstore only.

- Zcoins is applicable to use for discount (maximum discount is applicable) in the payment transaction in ZCITY app.

- Zcoins is non-transferable and non-exchangeable for cash.

- A complimentary 200 Zcoins will be automatically credited into the ZCITY app upon ZCITY user email has been successfully verified by ZCITY.

- ZCITY user is entitled to earn 1 Zcoins for every RM1 spent in ZCITY app.

- Zcoins has a validity period and can be extended to next calendar month with minimum 1 Zcoins earned during the current calendar month. Otherwise, the balance of the Zcoins will be forfeited.

- For a limited welcome bonus to new ZCITY user (registered from 1 January 2022 onwards), the new ZCITY user will be awarded additional 1 calendar month validity in his/her Zcoins (total 2 calendar months). With effective from 3rd calendar month, the new ZCITY user will be regulated with terms and conditions mentioned above.

- Information of the Zcoins, not limited to history, balance and expiry date can be found via ZCITY app. All expired Zcoins will not able to reinstate.

- In the event that the Zcoins cannot be administered and/or is abandoned and/or cancelled and/or discontinued due to any reason, ZCITY, without being subject to any form of liability and at its sole and absolute discretion, may decide to cancel, terminate, modify, or suspend the Zcoins and/or invalidate any entries for the Zcoins without assigning any reasons thereto and without notice to the participants.

- Terms and conditions mentioned above remain valid and shall be complied by the ZCITY user. ZCITY reserved the right to announce the amended terms and conditions from time to time.

5. Notice

ZCITY reserves the right to modify, update, and/or amend this Agreement from time to time at its sole and absolute discretion and without prior notice to the Agent. All modifications, updates or amendments will be notified to all users via the Platform and/or other methods of communication as prescribed by ZCITY and by continuing to use the Platform after such modifications, updates or amendments have been posted and/or notified, you shall be deemed to have agreed to and accepted such modifications, updates or amendments.

6. Your Privacy

1. The term “personal data” means any information in our possession or control that relates directly or indirectly to an individual to the extent that the individual can be identified or is identifiable from that information such as name, address, telephone number, passport/identification card number, date of birth, email address, gender, race, bank details, credit/debit card details, etc. The types of personal data collected depend on the purpose(s) of collection. We may “process” your personal data by way of collecting, recording, holding, storing, using, disclosing and/or deleting it.

2. Your personal data may be collected from you during your course of dealing with us in any way or manner including pursuant to any transactions and/or communications made from/with us. We may also collect your personal data from a variety of sources, including without limitation, at any meetings, events, activities, contests, customer satisfaction surveys organised and/or sponsored by us, as well as from publicly available sources such as directories and ZCITY’s social media pages, if you follow, like or are a fan of such pages. Further information may also be collected when we exchange communications with you, for example, if you submit a request, file a complaint or contact our support team.

3. In addition, we may also receive, store and process your personal data which are provided or made available by any third parties whom you have authorised, credit reference/reporting bodies, regulatory and law enforcement authorities, for reasons including delivery of our Service, performance of conditions of agreements and/or to comply with our legal and regulatory obligations.

4. User Data Deletion

ZCITY is just a mobile app and we do not save your personal data in our server. But to be compliant with General Data Protection Regulation (GDPR) and according to the Facebook Platform rules, applications that access user data must do one of the following:

- i. Implement a Data Deletion Request Callback.
- ii. Provide a URL with explicit instructions for app users on how to delete their data by way of a third-party website or tool. The third-party website may be the relevant section in the application's Privacy Policy.

If users want to delete their activities for ZCITY app, you may remove your activities by the following instructions.

1. Go to Your Facebook Account's Setting & Privacy. Click "Setting".
2. Go to "Security" section, click "Apps and Websites" and you will see all of your app activities.
3. Select the option box of ZCITY.
4. Click "Remove" button.
5. Congratulation, you have successfully removed your activities!
5. Please read Privacy & Policy at <https://zcity.io/privacy.html> for full details.

7. Umeng + Ushare SDK

In order to provide you with a one-click sharing service, our product integrates Umeng + Ushare SDK. Umeng + SDK needs to collect your device Mac address, unique device identification code (IMEI/Android ID/IDFA/OPENUDID/GUID, SIM Card IMSI information), and the social account public information you need to share in order to complete the one-click sharing service. Calibrate report data accuracy by geographic location to provide basic anti-cheating services. For your information security, we have entered into data security and confidentiality agreements with third-party SDK service providers, and these companies will strictly abide by our data privacy and security requirements. Unless we have your consent, we will not share your personally identifiable information with them.

The statistical analysis SDK (Umeng SDK) collects device identifiers (IMEI/Mac/android ID/IDFA/OPENUDID/GUID, SIM card IMSI information), which is used to uniquely identify the device, which is the prerequisite for statistical analysis of data. Collect geographic location to correct the geographical distribution of report data and provide anti-cheating services.

The message push SDK (Umeng SDK) collects the device identifiers (IMEI/Mac/android ID/IDFA/OPENUDID/GUID, SIM card IMSI information), which is used to uniquely identify the device to push messages to the target device. Collect geographic locations to identify push channels and improve the coverage of message push areas.

The social sharing SDK (Umeng + Ushare SDK) collects device identifiers (IMEI/Mac/android ID/IDFA/OPENUDID/GUID, SIM card IMSI information), which is used to uniquely identify the device to share messages with the target device. Collect geographic locations to identify sharing channels and provide anti-cheating services.