

## **ICTWAY SDN BHD Policies and Procedures**

These policies and procedures took effect from 1<sup>st</sup> May 2007, currently applicable to all the distributors of ICTWAY SDN BHD. ICTWAY SDN BHD reserves the right to amend or edit these Policies and Procedures from time to time at its own discretion. The implementation and enforcement of such changes shall take effect upon posting in the Company's Official Website ([www.e-way.com.my](http://www.e-way.com.my)).

These policies and Procedures govern the nature and practice of e-commerce business transaction between ICTWAY's Distributor and ICTWAY; and between ICTWAY's Distributor and Customer(s). ICTWAY Distributors must have read, understood and comply with these Policies and Procedures, failure to comply will result in the loss of a Distributor's right to all benefits and information concerning their Distributorship stated herein.

### **SECTION ONE: CODE OF ETHICS**

As a Distributor and Gold Card Member of ICTWAY, I hereby understand and agree to conduct my business in an ethical and professional manner with the Company ICTWAY and my downlines at all times and that:

- 1.1 I shall abide fully to these rules and regulations, policies and procedures applicable to the e-commerce operation of my Distributorship with ICTWAY.
- 1.2 I shall respect and conduct this business in a manner that will not bring discredit to my network and the Company. I will uphold the reputation of the company at all times.
- 1.3 I shall be truthful, honest and professional in presenting ICTWAY's products, Distributor's Compensation plan and ICTWAY's business concept and will made no claim in whatever way that is not contained in the company's official literatures.
- 1.4 I shall conduct my business with ICTWAY in an ethical and profession manner.
- 1.5 I will not resort to any fraudulent act in promoting the ICTWAY Business at the expense of the direct sales industry and the company.
- 1.6 I will not create negative impact and/or rumors that may affect ICTWAY's business and morale of other Distributors. I will not disparaging remarks about the Company, its products, employees or other people products or company.
- 1.7 Distributor who have doubt or complains relating to company matters, must report directly to ICTWAY to minimize negative impact on the network and/or the market. It is the responsibility of ICTWAY to resolve all matters between Distributors relating to the company's code of ethic, policies and procedures of ICTWAY.
- 1.8 A Distributor must be honest and truthful when making verbal statement and/or announcements during official meeting and function. A Distributor who did not act according to the company policies and procedures will be considered breach or violation of these policies and procedures for making false and misleading statement.

## SECTION 2: POLICIES AND PROCEDURES

In these Policies and procedures, the following definition shall have the following meanings:

- i) **COMPANY:** refers to ICTWAY SDN BHD (Company No:761906-T), a company incorporated in Malaysia which located at 38B-3, Jalan Radin Anum, Bandar Baru Sri Petaling,57000 Kuala Lumpur, Malaysia.
- ii) **BUSINESS OPERATION:** means the Company is open for business from Mondays to Fridays, 10.00am to 10.00pm and Saturdays, 10.00am to 2.00pm. Sunday and public holiday closed.
- iii) **DISTRIBUTOR/GOLD CARD MEMBER:** known as a member of the multi-level company who has duly abided to ICTWAY's Distributorship Application Terms and Conditions and has been accepted by ICTWAY as Distributor and/or Gold Card Distributor.
- iv) **MARKETING PLAN:** means the marketing plan known as Compensation Plan which has formulated and approved by the Company.
- v) **COMMISSION/BONUS:** hereinafter refers to monetary reward based on business performance computation from BV and in accordance to ICTWAY's Marketing Plan.
- vi) **E-POINT:** E-Point is an internal electronic transaction currency for any sales transaction between the Company and distributors. One E-Point is equivalent to one USD dollar. Distributor is required to utilize E-Point when purchasing products from ICTWAY. Distributor is to made payment to ICTWAY for E-Point top up to his/her E-Account as this will enable Distributors to have sufficient E-Point to do sales transaction.
- vii) **BV:** (Bonus Volume) herein refers to Business performance based on points that are pre-determined to individual products for computation of commission/bonuses.
- viii) **SPONSOR:** refers to the immediate upline of a Distributor who is responsible to give full support and guidance in ICTWAY business.
- ix) **DOWNLINE:** refers to the Distributor has been sponsored and being placed below and within the network.
- x) **INTRODUCER:** An introducer refers to a Distributor credited for introducing an applicant to become ICTWAY Distributor.
- xi) **PASSWORD:** refers to a confidential password where ICTWAY shall provide a set of passwords for you to access to ICTWAY's Member Login as to enable you to do Member Registration & purchase transactions and/or view of your Bonus statement and hierarchy tree. Password secures your account information from unauthorized access. Never share your password with anyone.
- xii) **WEBSITE:** ICTWAY Website refers to Company's website [www.e-way.com.my](http://www.e-way.com.my) that is managed and maintained by ICTWAY SDN BHD, and as virtue operation media with its Distributors and vice versa.

### **SECTION 3: BECOMING A DISTRIBUTOR OF ICTWAY**

- i) Only a person aged 18 years and above in his respective country may apply to be a Distributor of the Company by duly completing the Distributor Application Form and must be sponsored and introduced by a valid distributor of the Company.
- ii) It is the duty and responsibility of the applicant to decide on the Distributorship application with the Company and it shall be assumed that such decision has reached consensus of an independent mind.
- iii) The Company allows the Distributor to register with the Company for more than one Distributorship. But an active ICTWAY distributor only allows to make a one time purchase as to become a Gold Card Member. That Distributorship must be in the same line of sponsorship as well as for the introducer. Should an applicant desire to register their distributorship with the Company as a corporation, Partnership or Trust, the applicant must submit a certified copies of the partnership agreement, or trust documents as filed with the Secretary of State or similar authority, in the jurisdiction in which they are legally registered. To ensure compliance the applicant must disclose a complete list of all directors, officers and shareholders involved in the corporation.
- iv) Distributorship application from corporate must be accompanied by the certified copy of corporate registration as referred to in clause iii above; approving the said application to enroll with the Company and the appointment of an authorized officer to represent the corporate in all business matter with the Company. The Company is not obligated to entertain other Directors, shareholders and/or officers of the corporate in all or any matter relating to its Distributorship with the Company.
- v) It is the responsibility of the applicant to ensure his/her sponsor and introducer's name and relevant information is clearly written on the Distributor Application Form. In the event that the sponsor or introducer name cannot be traced/located, such application will be temporary withheld until the sponsor /introducer is located.
- vi) In order to become the Company Distributor, the applicant must pay the appropriate registration fee as determined by the Company. The Company member is allowed to key Distributor Application Form for his/her new applicant. If the Distributor found to enter false and inaccurate information of the new applicant's data to ICTWAY Member login system, such action will lead to disciplinary action and termination of membership.
- vii) Approval of distributorship is will be posted on the Company's website and the applicant is required to check the status of his/her application on the website. The Distributor is required to maintain and promptly update his/her information to keep the same true, accurate and complete.
- viii) Any Application form which has been received without the appropriate payment for registration fee, will be temporary withheld until the said payment has been settled. The Company shall not be held responsible for any losses in commission/bonuses and/or whatever claim that may arise after the calculated of bonus.
- ix) Distributors of the Company are eligible to earn commissions based on business performance through their respective Distributorship and his/her downlines in accordance to the Company Marketing plan.

- x) All Distributors are responsible to declare and pay all taxes applicable in their respective country in respect to the bonuses and commission paid.
- iv) Upon acceptance of Distributorship application by the Company, Distributor's Sponsor and Introducer will be fixed permanently and not allowed for changes and/or amendments for whatever reason. Other information like mailing address, email address, telephone number, facsimile number, DOB etc are subject to changes and Distributor can made such changes from the Company, Member Login system or at ICTWAY's Office.

#### **SECTION FOUR: ICTWAY RULES & REGULATIONS**

- i) It is the responsibility for a Distributor to understand and obey all Rules and Regulations, Policies and Procedures, and Terms and Conditions laid by the Company, inclusive of notices, amendments or changes made from time to time in the company's website.
- ii) A Distributor shall not use the Company's name, logos, symbol and trademarks without the prior written consent of the Company.
- iii) All applications must be sponsored and introduced by an authorized distributor of ICTWAY.
- iv) A Distributor shall present the Company products and programs truthfully and fairly.
- v) A Distributor does not have the authority or the power to bind the Company in any manner whatsoever, create any obligations on the part of the company, enter into any contract in the name of the Company and create any liability against the Company in any way and/or for any purpose.
- vi) No Distributor shall make any offer of settlement on behalf or otherwise bind the Company on any claim for damages relating to the Company's products and/or services.
- vii) A Distributor must not manipulate enrolments of new applicants and purchases of Company products. The Distributor who has collected payment for registration and products purchase from the new distributor, he/she must transact the sales transaction within seventy two (72 hours);(3 working days) from the time the new applicant signed up the Distributor Application Form.

#### **SECTION FIVE: RESPONSIBILITIES OF A DISTRIBUTOR**

- i) A Distributor is personally responsible for Complying/satisfying laws and regulations applicable to the country of residence of the Distributor, and is personally responsible for his/her own business decisions and expenditure.
- ii) All Distributors are independent Distributor with the Company. They are not an agent, representative, franchisees, joint ventures, partners, associates or employee of the Company. A Distributor shall not have the authority to give assignment to the Company employee without the Company approval and they are strictly prohibited from stating or implying whether orally or in writing that they are the representatives of the Company. A Distributor shall have no

authority to bind or to encumber the Company with any obligation or to speak on behalf of the Company, its officers and/or employees.

- iii) A Distributor shall not under any circumstances sell the Company's products at any price other than the price set by the Company and the Company reserves the right to change products and/or the products' pricing from time to time at its sole discretion.
- iv) A Distributor shall not re-label, re-package or otherwise alter any of the Company's products in any way whatsoever. A Distributor shall not at anytime change the content of any Company literature.
- v) A Distributor is not permitted to diagnose or prescribe the Company's products as a specific treatment for any disease or condition.
- vi) Distributors are not allowed to promote or sell similar or competitive products not promoted by the Company to another Distributor of the Company. Such prohibition is also applicable on recruiting or enrolling other Distributors of the Company to another network marketing program or another company with business nature similar to the Company. Any contravention of this clause, on a written complaint by the distributors of the Company will result in immediate termination of the Company; distributorship where as benefits, privileges and/or commission entitled to by the Distributor at fault will be forfeited.
- vii) A Distributor shall not made any changes or amendments to the literatures, information, E-Point transaction in the Company website as it will be unethical, illegal and will be considered sabotage with intention to cheat or mislead the market. Such action will lead to disciplinary action and termination of Distributorship.
- viii) Throughout the duration of the Distributorship in the Company; A Distributor is strictly prohibited to promote any other direct sales or network program, or to sell and/or recruit other product/services to any of the Company Distributor. Any of the Company Distributor who is found or reported to be in violation of this rule is risking the loss of his/her professional business with the Company, suspension from participation in the Company Marketing Plan and termination of Distributorship.
- x) A Distributor shall comply strictly with the provisions of the Code of Ethics and shall not engage in any activity which may bring disrepute to the Company.

#### **SECTION SIX: ACCEPTANCE OF DISTRIBUTORSHIP**

- i) Upon acceptance of the Distributorship applications, respective Distributorship shall be considered valid and are eligible for benefits in the Marketing Plan. The Company reserves the right to accept or reject Distributorship application at its own discretion.
- ii) Applicant whose Distributorship has been accepted will be allowed to access to the Company website to view all information relating to his/her general profile, Introducer and sponsor hierarchy tree, commission statement and Distributor is allowed to do sales transaction through website.

- iii) It is the responsibility of Distributor to ensure that their Distributorship remain valid according to the Company validity condition.

#### **SECTION SEVEN: VALIDATION OF A DISTRIBUTOR**

- i) In the event that the distributor did not perform any purchase(s) within a period of twelve(12) months consecutively; after one year from the date of joining the Company, the said Distributorship shall be lapsed automatically and shall be considered as inactive Distributor.
- ii) The Company shall allowed the inactive Distributor to activate his/her inactive Distributorship by maintaining a minimum of 100BV into his/her Personal Sales(PS) within the period of three(3) months (90 days). Should the said inactive Distributor did not made any purchases within the 90 days; the Distributorship shall be auto terminated. The Company is not obligated to notify Distributor on the aforesaid.
- iii) Inactive Distributor will be automatically terminated from date of invalidation. The Company shall have the right to auto-terminate the inactive distributorship and the Company is not obligated to notify inactive Distributor on technical termination. The downlines of the inactive distributor will then automatically roll up to the direct sponsor.
- iv) In the event that the inactive Distributor wishes to validate his/her Distributorship he/she must appeal to the Company for such validation accompanied with written support from the upline/introducer. The said appeal will be subject to approval by the Company in its absolute discretion.
- iv) Upon validated the said Distributorship, inactive Distributor shall top up a minimum 100BV in order to activate his/her inactive Distributorship; which the Distributor will regain his/her benefits, privileges and rights as an active Distributor upon approval by the Company to validate his/her Distributorship and such entitlement shall commerce from the date of such approval.

#### **SECTION EIGHT: DISTRIBUTOR PASSWORD**

- i) A confidential password will be assigned to the Distributor for the first time where the Company has accepted the new applicant as a valid Distributor. Distributors must use a confidential password which they need in order for the Distributor to log on to the password protected areas of this Website. Distributor shall change the password(s) immediately when they log on to the Website.
- ii) In order to access to the real time online of ICTWAY e-commerce Member Login System, a Distributor will be required to enter his/her Distributor ID and password. A Distributor shall immediately notify the Company of any unauthorized use of Distributor and E-Account password, or any breach of security. Distributor is fully responsible for all activities that occur in connection with the use of his/her password.
- iii) A Distributor shall immediately notify the Company of any unauthorized use of these Identifiers, or any other breach of security. The Company is not responsible for any misuse of your account by someone who uses your Identifiers in clause vi.

- iv) A Distributor shall adhere to any and all security guidelines, instructions and/or directions issued by the Company from time to time relating to the access and/or use of the Website or services provided therein, including those specified below:
  - a) Distributor Member Login password and E-Account password shall be kept confidential at all times.
  - b) The initial password which Company issues to Distributor upon approval of Distributorship, must be changed immediately on the first sign in or login process.
  - c) Distributor passwords are not transferable.
  - d) Password must be changed if there is any indication that access security has been compromise; ie password is known by an unauthorized person.
  - e) In the event that Distributor forgot his/her password, he/she must write in an official letter or email to ICTWAY office for his/her request. The Company will not entertain any distributor request to disclose/or reset his/her downline's password without the prior consent and approval from the said distributor.
- v) Distributors are not encouraged to provide their password to the sponsor or introducer as to get their assistance to do his/her E-Point transactions. A Distributor is fully responsible if he/she found out the third party has misuse his/her password. The distributor concerned must change his/her password immediately. Should the distributor did not know how to access to the Company's website for the change of his/her password, the Distributor shall immediately contact and/or email to info@e-way.com.my for Customer Service personal assistance. The Company shall not be responsible for any loss damage compensation as a result of any delay act negligence occasioned by the Distributors for the use of their password.
- vi) A Distributor shall ensure that the computer terminal or system be attended at all times whilst Distributor is online to the Website and/or services provided therein and further Distributor must log out from the computer terminal or system after completing his/her access to the Website.

#### **SECTION NINE: A SPONSOR AND AN INTRODUCER**

- i) A Sponsor is the immediate upline of a distributor who is responsible for training and give support to the Distributor to build up his/her network in the Company.
- ii) An Introducer is the person credited for introducing a distributor to the Company and he/she may or may not necessary be the Distributor's sponsor.
- iii) The sponsor must be in the same line of sponsorship as the Introducer and it must be in the hierarchy tree of the Introducer.
- v) Every Distributor is allowed to open another Distributorship account which is only registered under the spouse's name and placed within the spouse's network.
- iv) All valid Distributors are eligible to sponsor and introduce new Distributor to their network in accordance with the Distributor Application process, terms and conditions, and Policies and Procedures.
- vi) It is the responsibility of applicant to ensure that the rightful sponsor and introducer are clearly written on the Distributor Application Form. The Distributor is responsible to key in the sponsor and introducer name into the system correct and true. In the event of dispute on the sponsor and introducer, the sponsor and

introducer name appears in the Distributor Application Confirmation shall be considered true and correct.

- vii) Once the Distributorship has been accepted by the Company, changes on Sponsor and introducer are strictly not allowed. Changes on sponsor and/or introducer prior to submission of Distributor Application Form to the Company letter must be signed by the applicant and the first sponsor and introducer. Failing which, the Company reserves the right to ignore such changes and consider the first sponsor and/or introducer to be correct and true.
- viii) It is the responsibility of the first introducer if he/she request ICTWAY to effect the changes of name to the second introducer. Such request is subject to the Company approval and the Company is not responsible to process any compensation of introducer fee to the second introducer if request being approved. The first introducer is fully responsible to settle the monies to the second introducer.
- ix) It is the duty and responsibility of Distributor to present the Company and its Marketing Plan and products in accordance to literature provided by the Company and the said presentation must be accurate and truthful. Distributor must avoid making false or misleading claims when sponsoring potential and/or new Distributor and disciplinary action shall be taken against the Distributor who have violated this Policy and procedures.
- x) It is also the responsibility of the Distributor to abide to the Policies and Procedures of the Company which is posted in the Company website and in any complaint by any Distributor of any violation to the Policies and Procedures, the Distributor will be subject to a suspension so that further investigations can be done by the Company. Cost incurred on the investigation process shall be borne by the Distributor and if found guilty the cost will be deducted from the Distributor Bonus which has been retained by the Company.

#### **SECTION TEN: SALES AND ONLINE PURCHASE**

- i) All purchase order and application can be made online directly from the Company's Website. Distributors and authorized E-Mobile Stockists are allowed to process new Distributor Application Form and on line purchase on the Company's products for the new Distributor. It is the duty of all valid Distributors to perform bona fide selling of the Company products to the ultimate consumer at price officially stipulated by the Company.
- ii) It is strictly forbidden for the Company Distributor to force sales the Company products to Distributor and/or consumers and to re-sell ICTWAY products at discounted price and/or at price lower than the official price stipulated by the Company. By doing so may subject the Distributor to suspension and/or termination of Distributorship.
- iii) It is strictly forbidden for the Company Distributor and authorized E-Mobile Stockist to promote or to sell another company's product which is same range or competitive with the Company. Distributors are strictly prohibited to promote competitive products, services and its program to the Company Distributor.
- iv) Distributors are strictly not allowed to sell the Company products through promotions and/or sales campaign offers that are not approved by the Company.

- v) Distributors must ensure that they submitted the Distributor Application Form and purchase the Company's products from the Company and/or its officially authorized E-Mobile Stockist, the Distributor Application Confirmation and official receipt must be obtained as proof of purchase and proof of applicant is a valid Distributor.
- vi) It is the responsibility of a Distributor to check and ensure that purchases of the Company products from the Company and/or its officially authorized E-Mobile Stockist are within validity period and in good and original condition.
- vii) It is the responsibility for a Distributor and authorized E-Mobile Stockist to access to the Company website to check and ensure the E-Point in his/her E-Account is sufficient to process new Distributor registration and/or distributor purchase transactions upon collection of monies from the Distributor and/or customer within three(3) working days, failure which the Distributor or E-Mobile Stockist is responsible to attend to the new Distributor and/or customer's complaint.
- viii) Distributors and authorized E-Mobile Stockists are solely responsible for any dishonored cheque issues by distributor and/or customer to the Company. In the event that the cheque issued to the Company being rejected by the bank, the Company shall have the discretion to deduct such sums as owing by the Distributor from his/her Distributor Bonus respectively.
- ix) Distributors and authorized E-Mobile Stockists shall be fully responsible for any discrepancy and consequences mistake made in the Distributor Application Form and Product Purchase Order. Product exchange is strictly not allowed once the purchase order has been accepted by the Company.
- x) If the Distributor wishes to purchase any products from the Company, the Distributor is required to submit the relevant Purchase Order Form provided by the Company and the Distributor agrees to be bound by the terms and conditions of sales of such products as stipulated in the said Purchase Order Form.

**Section 11: PAYMENT OPTIONS TO ICTWAY**

- i) The Company allows Distributors to make the following mode of remittance for transactions such as applicant registration, products purchase and top up E-Point.
  - Cash
  - Cheque
  - Visa or Master Credit Card
  - E-Point transfer to ICTWAY Account
- ii) Payment made to ICTWAY's MAYBANK account must be accompanied by a receipt (bank-in slip) to be faxed at 03-90596377 or by hand to the Company office.
 

Company Account Holder : ICTWAY SDN BHD  
 Bank Name : MAYBANK BERHAD  
 Account No : 5122-3132-6939
- iii) A Distributor shall fax the purchase order and Distributor Application Form or advice stating the purpose of such on-line. In failing to fax to the Company the documents as proof of payment to the Company; the Company reserves the right not to process the transactions. A Distributor who made payment via cheque must

subject to cheque clearance for at least minimum 3 working days before the sales closing date.

- iv) Credit Card – The Company accepts Visa Card and MasterCard. A Distributor can make payment via credit card to the Company. A Distributor either personally walk-in to ICTWAY office to make payment or Distributors who are from outstation wishes to make payment by credit card, they have to fill in a “Credit Card Payment Authorization Form” and submit together with a photocopy of credit card and NRIC (Front & Back) for Company to do processing on the payment transaction.
- v) All payment via Credit card to the Company shall be made through ICTWAY’s appointed online payment gateway ie: Mobile iPay88.com. ICTWAY shall process the credit card transactions for the Distributor and the “Credit Card Payment Authorization Form” shall be keep confidentiality by the company. It is the responsibility of the Distributor not to disclosed their credit card details to the third party. A Distributor will remain at all times fully responsible for the security, confidentiality and protection of his/her credit card and payment details.
- vi) Payment to the Company via Cheque must be made in favor of ICTWAY SDN BHD only. It is the duty and responsibility of Distributor to ensure all payments reach the Company before the BV Period month closing. The Company shall not responsible for payment being delayed due to bank clearance. Hence, the Distributors are advise to use cash deposit into ICTWAY account to expedite the processing.
- vii) Payment to the Company must be in local currency or US Dollar equivalent with exchange rate pegged by the Company.
- viii) An applicant can deposit payment directly into the Company’s Maybank account and to ensure the copy of bank-in-slip, purchase order and Distributor Application form faxed to HQ for processing. All payments made to ICTWAY SDN BHD are strictly non-refundable.
- ix) Distributors who make payment via credit card to the Company, then the Company shall deliver the goods direct to the respective Distributor(s) address.
- x) Failure to make full payment or improper or incomplete authorization of selected mode of payment will result in delay in the processing of the order and calculating the BV bonus commission.

## **SECTION TWELVE: BONUSES AND COMMISSIONS**

- i) The Distributors of the Company are eligible to earn bonuses and/or commission in accordance with the Company Marketing Plan, continuously provided that the respective Distributorship is valid and active.
- ii) In order for the Distributor to enjoy the overriding bonus performance, a distributor must achieve a minimum Personal Sales 50BV into the computing BV period month(s).
- iii) The BV Period Months closing is on every half monthly basis. First BV period is on every 1<sup>st</sup> to 15<sup>th</sup> of the month and second BV period is on every 16<sup>th</sup> to 30<sup>th</sup>/31<sup>st</sup> of the month. The real time order entry transactions shall closed at 12.00am. The Company shall compute bonuses/commission for first BV Period Month

on every 26<sup>th</sup> of the month and second BV Period Month on every 11<sup>th</sup> of the Month. ICTWAY reserves the right to change and/or amend the closing date from time to time.

- iv) The Company shall compute Distributors' bonuses in E-Point to the qualify Distributors on half monthly basis. The bonuses and/commission shall compute in USD currency rate. The conversion rate determined by local country shall be paid the currency rate of 3.5. The bonuses shall compute accordance to the closing of the BV Period Month.
- v) The Company shall remit payment on bonuses/commission to qualified Distributor's E-Point account or by way of withdrawal of the Distributor's E-Point and the Company shall make payment of bonuses/commission by way of cheque deposit to the Distributors' respective bank account or the Distributor may elect to collect the cheque at the Company ICTWAY office during working hours.
- vi) It is against the Policies and Procedures for Distributor to collect commission cheque on behalf of their downlines and/or uplines without letter of authorization. In the event that the Distributor authorizes another Distributor to collect his/her commission cheque on their behalf, the Company shall not be held responsible and/or liable for all the consequences as a result of the said authorization.
- vii) All Distributors are strongly advised to open and to keep active a savings or current bank account with a bank or Maybank to ensure smooth receipt of bonus payments if the Distributors have done their E-Point withdrawal.
- viii) For Bonuses/commission statement, the Company shall not post it to the qualified Distributors. Distributors shall access to the Company's website to check their Bonus Statement. Distributors shall assume full responsibility and be liable for all his/her income tax and other taxes (if any).
- ix) Bonuses/commission structure mentioned in the Company Marketing Plan may be subject to changes by the Company from time to time and the Company reserves the right to review and/or enhance the said Marketing Plan at its own discretion for the benefits and advantages of the Distributors and the Company. Any changes made to the Company Marketing Plan will be notified to all Distributors through the Company's website.

### **SECTION THIRTEEN: COOLING-OFF PERIOD**

- i) A ten (10) days cooling-off period from date of purchase are applicable to all consumers for products transacted worth RM300 and above subject to Direct Selling Act. If the products are not acceptable by the customer, the Company will for any reason and upon request allow the consumer to return the unused product and to cancel his/her purchase and the Company shall refund in accordance to the company Policies and Procedures.
- ii) All Distributorship applications and/or purchases will be considered confirmed and approved on half monthly sales cut-off date to avoid complication and confusion on commission and/or bonuses computation, unless written notice to withdraw and/or cancel of the said application and/or purchase is submitted to the Company prior to half monthly cut-off date.
- iii) Cancellation and/or withdrawal of application and/or purchases within the 10 days cooling-off period must be made in writing to the Company office.

#### **SECTION FOURTEEN: PRODUCT QUARANTEE**

- i) The Company fully guarantees the products purchased by the retails customers for ninety (90) days product guarantee. Full product guarantee to retail customers may result in a refund of monies paid or any replacement of defective products of goods.
- ii) If the product purchased by the distributors or consumers with manufacturing defects, the Company guarantee replacement. However, this guarantee does not extend to damages or contamination due to expiry, negligence or deliberation.
- iii) The Company has the right to reject the return product if it is found to be manipulated or defrauded by distributors.
- iv) The return of product shall be subject to the approval from the Company and in strict compliance with the company procedures.

#### **SECTION FIFTEEN: PRODUCT BUY BACK AND RETURN POLICY**

- i) The Distributor who resigns and/or cancel the distributorship and/or the distributorship has been terminated within 30 days from his/her application date may return their products to the Company provided it is unopened and in re-saleable condition. The receipt of purchase must be provided by distributors to the Company at the time of return.
- ii) The Company may buy back the products from the Distributor after he/she request to resigns or terminates his/her Distributorship. The Company may buy back his/her unsold stocks provided it is unopened, unexpired, in good and saleable condition within thirty (30) days from the date of resignation and/or termination upon the company approval.
- iii) To obtain a refund and/or exchange for the returned products, the Distributor must complete a "Complaint & Request Form" and with proof of purchase from the Company which the returned products must be accordance to the said purchase bill(s). The product returned must first be subject to the company approval before the Distributor can return the products to the Company office. The delivery transport charges is borne by the Distributor.
- iv) Distributors should exercise wisdom not to buy the Company products than they can reasonably sell. Distributors are encourage to consume the company products and he/she is not suppose to store the products until its expired or contaminated; the Company strictly not allowed Distributor to return any products which has been expired or contaminated for product replacement.
- iv) The Distributor commission bonus shall be deducted proportionally from the return products to the Company. The Company shall not deduct the commission bonus or Introducer bonus which has been paid to his/her sponsor and/or Introducer.

#### **SECTION SIXTEEN: PRODUCT EXCHANGE**

- i) A Distributor is strictly not allowed to do product exchange by any means whatsoever. It is subject to Company approval if the Distributor have a valid reason request for product exchange. Such request must submit the original

Purchase bill (DP) together with the products in good conditions and to complete the "Distributor Complaint & Request Form" to the Company prior to the approval from the Company.

- ii) The Company reserves the right to reject exchange of products for the Distributor if the products returned was not in good condition and products validity period has expired and/or the expiring date is less than one year from the expiry date printed in the packaging box.

#### **SECTION SEVENTEEN: PRODUCT DELIVERY**

- i) The Company shall deliver products to distributor only when full payment received by the Company. Upon received of payment, the Company shall deliver product to Distributor(s) and the distributor shall receive his/her goods within four(4) working days within Malaysia.
- ii) Any sales transaction made by the authorized E-Mobile Stockist, he/she shall deliver product(s) to the purchaser once the E-Mobile Stockist has received the products from the Company.
- iii) The Company and/or authorized E-Mobile Stockist shall deliver the products to the Distributor's latest address provided to the Company unless special written instruction from the Distributor. In case of non-delivery for whatever reason, the Distributor will be responsible for the subsequent delivery charges.
- iv) All products in the carton boxes are accurately checked and recorded. However if the Distributor found missing and/or damaged product in the carton box, he/she must report to the Company within forty eight (48) hours from the time of goods receipt; failing which it shall be assumed that the products are received in good condition.
- v) All receipt of delivery must be personally endorsed by respective Distributor. In the case of family Distributor, relative, friend or neighbor endorsing receipt on behalf of the respective Distributor, the Company will assume that it was endorsed with consent and approval from the respective Distributor. The Company and/or the appointed courier service company shall not held responsible if the said products are misplaced or received by other Distributor of the family, relative or neighbor.
- vi) If the Distributor do not accept damaged products from the transport Company upon delivery, the Distributor shall report the said damaged products to the Company within twenty (24) hours by writing an official letter and to fax to the Company office or notify Customer Service in writing for products damages and replacement. Failing which the Company shall not entertain such complaint.

#### **SECTION EIGHTEEN: TERMINATION OF DISTRIBUTORSHIP**

- i) The Cancellation and/or withdrawal of Distributorship after validation and/or acceptance of application by the Company will be considered as voluntary termination of Distributorship.

- ii) The Distributors who voluntarily resign as Distributor of the Company shall do so at their own risk and decision and to submit an official written notice to the Company. The Distributor shall lose all rights to any benefits, privileges, bonuses and/or commission upon the said resignation and may not be allowed to re-apply within six (6) months from the date of resignation.
- iii) Any Distributors who have been found violated the Policies and Procedures, any statutory law in Malaysia and/or their respective country of residence, and/or any rules and regulations pertaining to the Distributorship with the Company may result in termination of Distributorship.
- iv) If the Distributor has violated the Policies and Procedures and terms of his/her Agreement, the Company will take immediate action against the said Distributor. The Company will take all necessary steps at its sole discretion to remedy the situation through counseling and guidance and/or the Company reserves the right to pursue necessary course of legal action against the Distributor or the Distributorship may be terminated.
- v) If a Distributor discovers another Distributor has breached the Company Policies and Procedures, he should attend to the following: -
  - a) The complainant is required to fill an official Complaint Form provided by the Company and to provide the Company with the concrete evidence of the complaint for the Company to take further investigation.
  - b) On receiving the duly completed Complaint Form, the Company will investigate the reports on violation and will notify the Distributor concerned for an immediate explanation.
  - c) After all facts and circumstances relevant to the Complaint has been reviewed, the Company will discuss the matter with the Distributor concerned to obtain adequate assurance that the violation will not recur. And such action may include verbal and/or written warning, suspension, forfeiture of bonuses and/or commission, and it may results in termination of Distributorship.
- vi) If a Distributor wishes to appeal a termination notice or a disciplinary action, he/she may do so in writing within seven(7) working days from the date of disciplinary or termination notice unless a longer period is granted by the Company through written notice.
- vii) Any attempts to persuade a Distributor to change sponsor or introducer and/or participate in another Multi Level Companies or promoting competitor's product(s), fraudulent misrepresentation of the Company, and involved or participated illegal or deceptive acts may also result in termination of Distributorship.
- viii) The Company reserves the right to terminate any Distributor who do not conduct themselves in the highest ethical manner; false or misleading claims on the income potential, infringement of company trademarks, dishonest business conduct and/or intentional misrepresentation of earning from the Company's Marketing Plan. The said misconducts will be considered as unethical and may lead to termination of Distributorship.
- ix) Upon termination of the said Distributorship, he/she is strictly allowed to collect any monies or payments from the Distributor for the purpose of transacting any business on behalf of the Company.

## **SECTION NINETEEN: CANCELLATION, RESIGNATION OR DEATH**

- i) Distributor who wishes to cancel and/or withdraw his/her application must officially notify the Company in writing or by email. It is the duty and responsibility of applicant to ensure and confirm that such notification reaches the Company office before sales cut-off-date, and must ensure to include the following details:
  - Applicant Name and Distributor Code number.
  - Attach Distributor Application Form.
  - State reason for Cancellation of Distributorship.
- ii) Any applicant who has purchased the Company products and wishes to cancel his/her application; will lose his/her right on commission and/or bonuses, if any. The BV earned on such purchase(s) will be forfeited and cannot be transferred.
- iii) Any Distributor may opt to resign his/her Distributorship upon written notice to the Company whereby the downlines will be auto transferred to the direct sponsor. Upon acceptance of the applicant resignation, the applicant may not be allowed to re-apply for Distributorship for six(6) calendar months from the date of resignation.
- iv) During the six(6) months period, the distributor is not permitted either directly or indirectly to participate in the building and developing the company membership networking.
- v) Upon the demise of a Distributor, this Distributorship shall be transferred to the distributor's beneficiary as stated in the Application Form or the Distributorship can be transferred to the immediate family members, husband, wife, father, mother, sister and brother. Applicant must official notify the Company in writing and please submit the death cert and the applicant's birth cert as proof of relationship with the demise of the distributor. The Company reserves the right not to process the transfer if applicant fail to provide these documents to the Company.

## **SECTION TWENTY: TRANSFER OF DISTRIBUTORSHIP**

- i) The transfer of the Company Distributorship will be subject to the rules and conditions. In the case of transfer of Distributorship, the transfer request will only be considered provided the distributor is transferred to the immediate family namely, spouse, parents, children, brothers and sisters and the applicant must provide good reasons for the transfer request. All applications for transfer of Distributorship must provide the necessary documents as a proof of their relationship.
- ii) Transfer of Individual Distributorship:-
  - a) Applicant must submit a written letter to the Company for the transfer of Distributorship.
  - b) Applicants' requires to provide a photocopy of his/her National Registration Identification Card (NRIC).
  - c) Recipient of the said Distributorship must provide birth certificate of his/hers as a proof of the relationship with the transferee.

- iii) Any request for transfer to non-immediate family member will be considered as sale of Distributorship. The direct sponsor and the first level upline must submit to the Company a written, notarized consent of transfer, stating that they fully understand and consent to the transaction. Any transfer of Distributorship requires the approval of the Company.
- iv) Distributor who act and/or write on behalf of his/her registered company must provide the documents as refer to clause ii. Applicant must get his/her Company Director(s) consent and/or approval on the Distributorship transfer. The request shall be subject to Company approval.
- v) The Company reserves the right to disapprove any transfer of Distributorship without having to give any reason.

#### **SECTION TWENTY ONE: E-COMMERCE SYSTEM**

- i) ICTWAY website, [www.e-way.com.my](http://www.e-way.com.my) is a business and commercial website. It represents another official communication and information channel. The material printed from the website shall also represent official documents from the Company.
- ii) The Company Distributors are allowed to access to view his/her general profile, process sales transactions for the new distributor, E-Point transactions, view hierarchy tree of Introducer and Sponsor and Bonus statement.
- iii) The Company's website enables Distributors to do registration and purchase transactions. All business transacted through the Company's website is in compliance to the Policies and Procedures.
- iv) Only Distributors are allowed to access and use of this ICTWAY website as to enables Distributors to transact the Company business on line, key in Distributor Application Form and purchases on the Company products. All transactions through the Company website is in compliance to the Policies and Procedures.
- v) A Distributor who is amending and/or making changes to the literatures and information posted on the Company website is unethical and illegal and will be considered sabotage with intention to cheat and/or mislead the market, and/or to detriment the reputation and image of the Company. Disciplinary action will be enforced that may lead to termination of Distributorship, and the Company reserves the right to proceed with necessary legal action against respective Distributor, if necessary.
- vi) The Company will not share or disclose your personal information with third parties unless you give us your prior permission to do so. Distributor(s) not allowed to make inquiry on access password of their downline(s) and/or sponsor for purposes of performing transactions; ie E-Point transfer and withdrawal.
- vii) It is the duty and responsibility of Distributor to change his/her password at any time and not to disclose their access password to any third party. The Company shall not held responsible if their personal information relating to their Distributorship with the Company being disclosed due to mishandling of access password by the Distributor(s) concerned.

- vii) The Company reserves the right to suspend the Distributor(s) E-Account if found Distributor who has violated these Policies and Procedures and Distributor(s) who are served with disciplinary action.

#### **SECTION TWENTY TWO: GENERAL INFORMATION**

- i) A shipping and courier charges will be assessed for purchase orders less than RM200 in a single receipt. For purchase orders greater than RM200 no courier charges will be assessed. Please allow a minimum of two(2) working days for delivery.
- ii) Distributor(s) may also submit their new Distributor Application Form for membership registration with the Company and/or purchase products from our authorized E-Mobile Stockists.

#### **SECTION TWENTY THREE: PRICING**

- i) Distributors are not allowed to under price or over price any product of the company with a view to gain higher profit or to promoting sales. This action may lead to legal action by the company.
- ii) The integrity of the Marketing Plan and the confidence of other distributors should be upheld at all times.
- iii) Distributors are not allowed to carry out their own promotions, unless with written approval from the company.
- iv) Distributors are not allowed to investigate, indulge and teach downlines for bonus rebate/refund of commission to someone else in order to be more competitive in pricing.
- v) Distributors are not allowed to re-sell the Company's products to their downlines, sidelines, another groups without the submission of sales to the company.
- vi) Distributors are not allowed to purchase or sell the company product(s) to the company staff.
- vii) All the Company products and services are subject to change without prior notice.

#### **SECTION TWENTY FOUR: ADVERTISING AND USE OF NAME**

- i) Distributors are not allowed to make any advertising of the company products and/or its programs without the prior written consent of the company.
- ii) Distributors are not allowed to use the name of the company, the company logo, trademarks, copyrighted material in any advertising not produced by the Company without the prior written permission of the company. Such practice will result to disciplinary action.
- iii) Distributors are not allowed to create their business cards, letterhead graphics and envelopes without approval from the Company.

- iv) All advertisements and/or promotions including printed literatures and/or materials for circulation to general public and/or amongst company Distributors that carries the Company's products name must obtain prior approval from the Company. Failure to comply may result in violation of the Company's Policies and Procedures and may lead to disciplinary action.

#### **SECTION TWENTY FIVE: LABELLING AND PACKAGING**

- i) Distributors are not allowed to re-label or re-pack any of the company's products.
- ii) The Company products shall be marketed and sold in its original form and packing.
- iii) Any Distributor who has violated these Policies and Procedures shall be subjected to disciplinary action.

#### **SECTION TWENTY SIX: MISCELLANEOUS GUIDELINES**

- i) New Distributor shall receive a "Distributor Application Confirmation" together with the first delivery of the products purchased confirming his/her successful registration.
- ii) Any additions, interpretation to these Policies and Procedures and any Company information on promotion, Company notice will effective upon posting in the Company Website. It is the duty of the Distributors to periodically log on to the Company Website to get the latest update on the Policies and Procedures of the Company.
- iii) Distributors must educate and train their downlines and monitor their activities to ensure compliance with the Company's Policies and Procedures. It is the duty and responsibility of Distributor to report any violations and/or breach of these Policies and Procedures to the Company immediately.
- iv) It is the Distributor's responsibility to login to the Member website to view and ensure they maintain their personal sales BV in order to enjoy the overriding bonus. A Distributor must achieve a minimum Personal Sales of 50BV in that particular compute BV period month.

#### **SECTION TWENTY SEVEN: EXCLUSIVE RIGHT**

- i) Distributor group hierarchy tree list is confidential and is the proprietary property of the Company. The group hierarchy tree list in present and future forms constitute commercially advantageous proprietary assets and secret of the Company.
- ii) The Company's employees have the exclusive right not to disclose distributor's details to the third party without prior consent from the respective Distributor. Any Distributor who has submitted a request to the Company office with the intend of knowing the sponsor, introducer and/or downline's passwords, group hierarchy tree, E-Point issues, bank account and etc will be strictly rejected, unless prior consent from the respective Distributor. The respective Distributor may either notify the Company specified in writing or he/she shall give a courtesy phone call to the Company employee of the said request.

- iii) The Company reserves the absolutely right to debit Distributor's bonuses and/or commissions in any amount owed by the Distributor to the Company in terms of cheque deposited to the Company Maybank account which has been rejected by the respective bank and/or loan stocks from the company without the return of the said product(s) and payment made to the Company.

**SECTION TWENTY EIGHT: WAIVER**

- i) The Company reserves its right to insist on compliance with the Company Rules & Regulations and Policies & Procedures or with any applicable laws governing the conduct of business in the respective countries. Any failure by the Company to exercise any rights stated in this Policies and Procedures or any failure to insist upon strict compliance shall not constitute a waiver of the right of the Company to demand exact compliance therewith.
- ii) Any waiver by the Company can and only shall be affected in writing by an authorized personnel of the Company.

**SECTION TWENTY NINE: CHANGES & AMENDMENTS**

- i) The Company reserves the right to amend the Distributor rules and regulations; and policies and procedures set forth herein, its suggested retail prices, product availability and marketing plan as it deems appropriate. All amendments will be communicated directly to all Distributors through the Company's website and/or in the Company meeting. All amendments are effective and binding on all the Distributor from the date of issuance/announcements in the Company's Website.
- ii) Words denoting the singular number include the plural number and vice versa.
- iii) The headings to the clauses are for ease of reference only and shall not affect the interpretation of the Company Distributorship Policies and Procedures/Rules and Regulations.

**SECTION THIRTY: COMPLIANCE WITH GOVERNING LAW**

- i) Distributors must act in accordance with these policies and procedures and also Distributors shall comply with all federal, state and local laws in the conduct of their business in the Company.