X CLUB'S WEBSITE REFUND POLICY AND **TERMS & CONDITIONS**

(A) Refund Policy

Membership Fees

Thanks for purchasing our membership which is operated by X Club. Membership termination requests received within 7 days of registration/renewal may be eligible to receive a full refund. Termination requests received after the stipulated deadline will not be eligible for a refund.

Membership termination requests must be submitted with written notice to info@xclubmy.com, with the following conditions:

- All requests must be received within 7 days of membership registration/renewal.
- All refund requests must be attached with a strong and valid reason, such as
 - Company is no longer in operation.
 - o Death of member.
 - Member has chronic illnesses.
 - o Bankruptcy of member.
- All requests attached with reasons other than the abovementioned, is subject to X Club's Management team's approval.
- All refunds requests require proof of purchase (e.g. a receipt).
- All refund requests must be made by the member.
- All requests will be processed within 14 working days upon receival of the request.
- Any refunds processed will be performed using bank transfer.
- All benefits and services provided to the member will be terminated as soon as the membership termination request has been approved.
- Any product received as Free Gift is not applicable for cash refund/exchange.

Other Payments

Other payments are referring to any non-membership fees paid to X Club, including but not exclusive of payment for events and meals as well as purchasing of products and services.

Return and refund requests must be submitted with written notice to info@xclubmy.com, with the following conditions:

- All requests must be received within 7 days from the payment date or before the event or services has been provided, whichever comes first.
- Any requests received after the stipulated date will not be eligible for return and
- All refund requests must be attached with valid reasons, such as
 - Unable to attend event.
 - o Cancellation of event.
 - Damaged or defective product.

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- All requests attached with reasons other than the abovementioned, is subject to X Club's Management team's approval.
- All refund requests require proof of purchase (e.g. a receipt).
- All refund requests must be made by the member.
- Refund requests for purchase of products must be accompanied by returning of products to X Club to the following address unless otherwise stated:

Level 20, Menara Safuan,

80, Jalan Ampang,

50450 Kuala Lumpur.

- The buyer is responsible for any shipping fees or service fees incurred during the process of returning the product.
- X Club reserves the rights to withhold any refund if your original item has not reached our warehouse/premise or did not get earlier approval to mail the item to the return
- All requests will be processed within 14 working days upon receival of the request.
- Any refunds processed will be performed using bank transfer.

(B) Delivery Method and Timing

No delivery required.

(C) Privacy Policy

Your Strict Privacy

Pursuant and subject to the Malaysian Personal Data Protection Act, 2010 (PDPA, 2010), this privacy policy provides for the uses and secures any personally identifiable information that you (the User) may have given during your visit to our website herein.

If you choose to transact using our website or send an e-mail that provides personally identifiable data, this data may be shared where necessary with other Government agencies to serve you in the most efficient and effective manner.

X Club is committed to ensure the personal data security of all users as required under the laws in Malaysia generally.

The Internet, being an open environment, necessitates that the X Club shall not be able to guarantee and warrant that all data collected shall not be accessed, copied, disclosed, altered, or otherwise tampered with.

This Privacy Policy outlines X Club commitment to the safeguard and treatment of the users' personal data pursuant to the laws in Malaysia generally.







Data Information Collected

By visiting our website, the user consents that the data collected by X Club will be utilized to understand the needs and provide the User with better and more accurate service(s). The data collected will be utilized in the following manner:

- Internal book record keeping.
- Email blasting for products and services offer.
- Email blasting for the services survey for our maintaining services.
- From time to time send promotional materials on new or existing products & services, special offers, events, or other information.
- To contact you for market research and survey purposes.

X Club shall not sell, distribute, lease, or otherwise disclose any data collected herein to any other third parties save and except as outlined above or permitted by the User or is required by law to do so. The User's personal information may be utilized by X Club to send promotional information about third parties which X Club is of the view that the User may find interesting if the User allows for the same. Under no circumstances will the data collected be sold or manipulated in any way and for any other commercial reasons except as disclosed hereinabove.

Security

X Club is committed to ensuring that any personal information collected is secured. To prevent unauthorized access or disclosure, X Club has put in place, as the present resources and knowledge so permit, suitable and reasonable physical, electronic and processes to safeguard and secure the said information.

Link To Other Websites

X Club website contains links to other websites of interest. Please note that this privacy policy applies only to our site and X Club does not have any control over that 3rd party website. Therefore, X Club cannot be responsible for the protection and privacy of any information which the User provided while visiting such sites and such sites are not governed by this privacy statement. You should be aware that other sites linked by this website may have different privacy policies and we highly recommend that you read and understand the privacy statements of each site.

Changes to X Club Privacy Notice

From time to time, X Club may make changes to this Privacy Notice. Accordingly, we encourage you to periodically review this notice to remain informed about how we process and protect your Personal Data. Your continued usage of the X Club website constitutes your acceptance of the processing of your personal data to the extent outlined in this Privacy Notice as amended from time to time.



(D) Terms and Conditions

Use of our website

The use of our website is subject to the terms and conditions set forth below. Please read the following Website Terms and Conditions, which relate to information regarding general use of our websites. By using our website, you are agreed to these Terms and Conditions whether as a guest or registered user. By using our sites, you are indicating you accept these terms of use and that you agree to abide by them. From time to time, we may change these Terms and Conditions and will post revisions on this website. We recommend that you read these Terms and Conditions prior to using our sites and thereafter regularly review any changes and you are responsible for doing so.

Prohibited Conducts

You agree that you shall not directly or indirectly attempt or actually disrupt, impair or interfere with, alter or modify X CLUB's Website Content. You agree that you shall not resell or redistribute X CLUB's Website Content or any part thereof.

Legal Disclaimer for Website Content

Information on this Web site is provided for information purposes only. Any information obtained from this Website should be reviewed with appropriate authority to determine its applicability to your needs. Great care has been taken to maintain the accuracy of the information provided on this Website. However, X CLUB and its employees are not responsible for errors or any untoward consequences arising from your use of this information.

Site Terms of Use Modifications

X CLUB may revise these terms of use for its website at any time to time without notice. By using this website, users agree to be bound by the then current version of these Terms and Conditions of Use.

Governing Law

Any claim relating to X CLUB's website shall be governed and interpreted by the laws of the Federal Republic of Malaysia and the court of Malaysia shall have jurisdiction over the claim.

Intellectual Property

All contents on the X CLUB website which include literature, music, pictures, images, graphics, sculpture, audio-visual presentations, motion pictures, sound recordings, layout, photographs, animations, and videos (collectively known as 'intangible property') are protected by Malaysian and other international intellectual property laws and are owned by or licensed to X CLUB. Subject to the following terms of use by X CLUB and unless a prior written consent or written licensed agreement is sought, no part of the website may be copied or otherwise reproduced, repackaged, further transmitted, transferred, disseminated, redistributed or resold, or stored for subsequent use or for any such purpose, in whole, in part or in any form by any person in any means whatsoever (whether electronic, mechanical, photocopying) as all these intellectual property rights are reserved.

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Disclaimer

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