

# Refunds and Return Policy

## 1. Application for Returns/Refunds

1.1 Subject to the terms and conditions in this Refunds and Return Policy and the Terms of Service, Buyer may apply for return of the purchased items ("Item") and/or refund prior to the expiry of the M E-Commerce Guarantee Period as stated in the Terms of Service.

1.2 M E-Commerce Guarantee is a service provided by M E-Commerce, on User's request, to assist Users in dealing with certain conflicts which may arise during the course of a transaction. Users may communicate with each other privately to resolve their differences or approach their relevant local authorities to assist them in overcoming any dispute prior, during or after using M E-Commerce Guarantee.

## 2. Application for the Return of an Item

2.1 Buyer may only apply for the refund and/or return of the Item in the following circumstances:

- The Item has not been received by Buyer;
- The Item was defective and/or damaged on delivery;
- The Item received is incomplete (missing quantity or accessories);
- Seller has delivered an Item that does not match the agreed specification (e.g. wrong size, colour, etc.) to Buyer;
- The Item delivered to Buyer is materially different from the description provided by Seller in the listing of the Item;
- The Item received is a counterfeit item\*\*;
- The Item received has physical damage (e.g. dented, scratched, shattered);
- The Item received is faulty (e.g. malfunction, does not work as intended);
- By way of private agreement with Seller and Seller must send his/her confirmation to M E-Commerce confirming such agreement; or
- Change of mind\*

\*Change of Mind return policy is only applicable to certain categories and restricted to certain Sellers only.

\*\*Counterfeit item return policy is applicable to M E-Commerce Mall sellers only.

2.2 Buyer's application must be submitted via the M E-Commerce mobile app.

2.3 M E-Commerce will review each Buyer's application on a case-by-case basis and, in its sole discretion, determine whether Buyer's application is successful.

2.4 Please note that, if required by M E-Commerce, Buyer must ship the Item to a location designated by M E-Commerce within ten (10) calendar days after the return request is raised.

2.5 The approval of your request for refund and return will be made by M E-Commerce in its sole discretion. Buyer acknowledges and agrees that M E-Commerce's decision is final, conclusive and binding, and covenants and agrees that it will not bring suit or otherwise assert any claim against M E-Commerce or its affiliates in relation to such decision.

2.6 In the event where Buyer has commenced legal action against Seller, Buyer may provide the formal notification from the appropriate authority to M E-Commerce to request M E-Commerce to continue to hold the purchase monies until a formal determination is available. M E-Commerce will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

### **3. Rights of Preferred Seller**

3.1 If you are a Preferred Seller, you should have received a separate written notification from M E-Commerce informing you of your selection to participate in the M E-Commerce Preferred Seller Program. If you decide not to participate in the M E-Commerce Preferred Seller Program at any time, please inform M E-Commerce in writing; otherwise, you will be deemed to have elected to continue your participation in the M E-Commerce Preferred Seller Program and consented to the terms and conditions set out in this Refunds and Return Policy. M E-Commerce may, at any time and at its sole discretion, suspend or remove any Preferred Seller from the M E-Commerce Preferred Seller Program.

3.2 M E-Commerce's determination to approve a refund or return of an Item pursuant to Section 2 above is binding on the relevant Preferred Seller. Preferred Sellers agree to comply and do all such things as necessary to give effect to a Buyer's request for a refund or return approved by M E-Commerce.

3.3 For any refund or return request approved by M E-Commerce, M E-Commerce will notify the Preferred Seller by email ("Email Notification") and organize the delivery of the relevant returned Item to the address provided by the relevant Preferred Seller to M E-Commerce in writing for the completion of the refund and return process, so long as such address is in the country in which the relevant Item was listed for sale on the Site (a "Local Address"). If Preferred Seller fails to provide a Local Address for return of the returned Item or otherwise fails to accept delivery of the returned Item within a reasonable period of time (as determined by M E-Commerce), M E-Commerce reserves the right to dispose of such Item in any manner it sees fit and Preferred Seller shall be deemed to have forfeited all rights to such Item. Preferred Seller must notify M E-Commerce within seven (7) days of receiving the Email Notification ("Notification Period") if Preferred Seller does not receive the returned Item. Failure to notify M E-Commerce within the Notification Period shall be conclusive evidence of, and result in the Preferred Seller having accepted that, the delivery of the Item has occurred, and Preferred Seller agrees not to make any claims or raise any disputes regarding any such Item.

3.4 Notwithstanding the above, M E-Commerce may determine at its sole and absolute discretion that an Item approved for refund or return shall not be returned to Preferred Seller, and Preferred Seller shall be deemed to have forfeited all rights to such Item.

3.5 For any refund or return rejected by M E-Commerce where the relevant Item was received by M E-Commerce, M E-Commerce will organize the delivery of such Item to the relevant Buyer's address pursuant to Section 2 above.

3.6 Where M E-Commerce approves any refund or return request, Preferred Seller may appeal such decision by contacting M E-Commerce and providing evidence in support of such appeal. If M E-Commerce upholds Preferred Seller's appeal, it will disburse all or part of the purchase monies to Preferred Seller. Preferred Seller acknowledges and agrees that M E-Commerce's decision is final, conclusive and binding, and covenants and agrees that it will not bring suit or otherwise assert any claim against M E-Commerce or its affiliates in relation to such decision.

#### **4. Rights of Ordinary Sellers**

4.1 For the purpose of this Refund and Return Policy, Ordinary Sellers are Sellers that are not Mall Sellers or Preferred Sellers.

4.2 When M E-Commerce receives an application from Buyer for the return of the Item and/or refund, M E-Commerce will notify Seller in writing. Seller may respond to Buyer's application according to the steps provided by M E-Commerce in the written notification. Seller must respond within the time-frame stipulated in the written notification (the "Stipulated Period"). Should M E-Commerce not hear from Seller within the Stipulated Period, M E-Commerce will assume that Seller has no response to Buyer's application and will proceed to assess Buyer's application without further notice to Seller. M E-Commerce will review each Seller's response on a case-by-case basis and, in its sole discretion, determine whether Buyer's application may be successful against the circumstances stated by Seller.

#### **5. Condition of Returning Item**

5.1 To enjoy a hassle-free experience when returning the Item, Buyer should ensure that the Item, including any complimentary items such as accessories that come with the Item, must be returned to Seller in the condition received by Buyer on delivery. We will recommend Buyer to take a photo of the Item upon receipt.

#### **6. Liability of Return Shipping Fee**

(a) In the scenario of an unforeseen error from the seller's end (i.e. - damaged, faulty or wrong Item delivered to the buyer), the seller will bear buyer's return shipping fee.

(b) In the scenario of the buyer's change of mind, buyer shall get seller's consent prior to the return request and buyer will bear the return shipping fee.

(c) In the scenario where both seller-buyer disputing the party liable for the return shipping fee, M E-Commerce at its sole discretion will determine the party liable for the return shipping fee.

## **7. Refunds**

7.1 Buyer will only be refunded after M E-Commerce has received the confirmation from Seller that Seller has received the returned Item. In the event where M E-Commerce does not hear from Seller within a specified time, M E-Commerce will be at liberty to refund the applicable sum to Buyer without further notice to Seller. The refund will be made to Buyer's credit/debit card or designated bank account, whichever is applicable.

## **8. Communication Between Buyer and Seller**

8.1 M E-Commerce encourages Users to communicate with each other in the event where problem arises in a transaction. As M E-Commerce is a platform for Users to conduct trading, Buyer should contact Seller directly for any issue relating to the Item purchased.



