

ZILINGO Terms and Conditions

This Website and any logos, designs, artwork, labels, symbols or any other product details not limited to those mentioned above (“ZILINGO”) are the sole property of Zilingo Pte. Ltd., a company incorporated in Singapore. The use of ZILINGO is being made available through Zillion-Tech(Thailand)Limited, Zilingo, having its registered office at No. 399 Interchange Building, 24th Floor, Room 10, Sukhumvit 21 Road, Khlong Toei Nua Sub District, Wattana District, Bangkok 10110.

1. Definitions and Interpretation:

Capitalised terms or phrases as used in the Customer Terms and Conditions (“Terms and Conditions”), if not defined in this section, shall have the meaning assigned to them in the sentence immediately preceding the bold alphabets enclosed within quotes (“ ”), such as in the para above.

Additionally, in these Terms and Conditions, the following definitions apply:

Definitions:

“Account” refers to the user account that will be needed to create/register on Zilingo’s mobile application/Website to purchase products through the Zilingo platform.

“Business Day” refers to working days in Thailand and shall relate to days on which banks in Thailand Thailand are operational and/or open for business.

“Conditions” refer to the the terms of reference or use of Zilingo Products in accordance with these Terms and Conditions.

“Contract” refers to the act of placing an order for a product(s) by you on Zilingo’s platform in line with its Terms and Conditions followed by Zilingo’s acceptance of the order in accordance with the process outlined in Clause 11 below.

“Customer” refers to you, i.e. any person placing any order(s), which are accepted, on ZILINGO

“Order” Refers to the Order submitted by you on ZILINGO to purchase a product

“Order Confirmation” refers to the correspondence provided by ZILINGO to you, in which your order is acknowledged and confirmation given that such Order has been placed in accordance with Clause 12 mentioned below.

“Platform” can include the website operated or made available by ZILINGO from time to time.

“Personal data” includes data with information pertaining to customer name, gender, shipping address, credit card details, and email address, as provided by the customer during registration or after placing an order

“Seller” is a third party vendor, who with ZILINGO’s permission, uses the Platform and/ or its services to sell products to the Customers

“Username” refers to a unique username filled in by a customer during account creation

“Password” This refers to a valid password used in conjunction with the username to access the platform and/ or its services.

“Voucher” means a voucher for credit which may be used by a Customer, subject to other terms and conditions, towards the payment of purchases on the Platform.

Interpretations:

The following rules will apply to these Terms and Conditions unless the context requires otherwise or unless it is expressly stated otherwise:

(i) Any references to “clauses” in this document refer to clauses stated within these Terms and Conditions ;

(ii) The singular includes the plural and conversely ;

(iii) A gender includes all genders ;

(iv) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning ;

(v) Mentioning anything after include, includes or including does not limit what else might be included ;

2. Circumstances Beyond Our Control (Force Majeure)

Zilingo shall not be liable for any delay or failure to perform its obligations under a Contract which is caused by events beyond its reasonable control. Such events shall include strikes, lock outs and industrial actions, floods, earthquakes, firestorms, riots, terrorist attacks or threats of terrorist attacks, war or threats of war, non-functioning public transport or wireless or telecommunications or any change in acts decrees or legislation governing the implementation of the Contract. If such force majeure lasts for more than one week, either you or ZILINGO may terminate the contract forthwith by written notice. You will be entitled to a refund only, in the event of non fulfilment of contract under this clause.

3. Governing Law

These Terms and Conditions and the Contract between you and Zilingo and all obligations arising directly or indirectly from them shall be construed in all respects in accordance with the laws of the Kingdom of Thailand. All disputes between you and Zilingo arising from them shall be subject to the exclusive jurisdiction of the court in Thailand.

4. Severability

If any provision of the Terms and Conditions is found, by any court or administrative body of competent jurisdiction, to be invalid, unenforceable or in conflict with any applicable law, that provision shall be severed from the Terms and Conditions but the validity or enforceability of the remaining provisions shall not be affected and shall, as far as possible, remain in force.

If any provision of the Terms and Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

5. Waiver

No failure or delay by any party in exercising, wholly or partially, any of its rights with regard to any breach or default of these Terms and Conditions or of a Contract by the other party shall constitute a waiver of such rights. Further, no waiver of any such breach or default shall be deemed to constitute a waiver of (i) any other rights or; (ii) any subsequent or continuing breach of default.

6. Assignment

Customers cannot assign, transfer, change, sub contract or deal in any other similar manner with their rights or their obligations under these Terms and Conditions or under a Contract.

7. Intellectual property rights:

Ownership and trademarks: All material on ZILINGO , including images, illustrations, audio clips, and video clips, graphics, texts, images, icons, campaign data and titles, images, videos are protected by copyrights, trademarks, and other intellectual property rights. This intellectual property is owned and licensed to and controlled by us, and our service providers.

Restricted use: Misuse or manipulation of the site content in terms of reproducing, altering, storing in information retrieval systems, or usage in connection with any business or commercial enterprise is not permitted. Permission will be given to you only to use or download the content.

8. Content posted on ZILINGO

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork is a third party user generated content and ZILINGO has no control over this, as ZILINGO is merely an intermediary for the purposes of this Terms and Conditions. You shall be responsible for

any notes, messages, emails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to ZILINGO.

8. Relationship

Nothing in the Terms and Conditions or in any Contract shall create or be deemed to create a partnership, an agency or an employer- employee relationship between a Customer, or any party and ZILINGO.

9. Notices

Any notice under a Contract shall be given in writing through either letter or email to the relevant party at the address or email address last known to the other.

- a. Notices given by post shall be deemed to have been served within 5 Business Days of being posted to the recipient's address.
- b. Any notice given by email shall be deemed to have been served within 1 Business Day of the email being sent.
- c. In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

10. Eligibility

To effectively place an order with ZILINGO, you must be at least 18 years of age. In case you are under 18 and wish to use the Website to make a purchase, you can only do so with the involvement and under the supervision of a parent or guardian.

11. Usage

Customers may not misuse ZILINGO in any way such as by transmitting or distributing any malware or virus, in any form, which is malicious, technologically harmful, in breach of confidence or offensive. Criminal misuse of the ZILINGO is strictly prohibited. No person may hack into any aspect of ZILINGO, corrupt data, infringe any person's proprietary rights, send unsolicited material or in any way interfere with the performance or functionality of any computer facilities accessed through ZILINGO. Any breach of these provisions shall be construed as a criminal act under applicable laws, including under applicable laws and offenders shall be subject to the strict penalties imposed therein.

12. ZILINGO Registration Process

To place an Order through ZILINGO, Customers will have to register by creating an Account on the Website through the different channels as mentioned on the Website. You must also agree to only input into the Website information which is completely accurate, true and up to date. You shall ensure this by agreeing to inform us in case of any changes, either by directly contacting us through our customer care email id: support@zilingo.com or by updating the relevant sections of the App/Website. Customers are not allowed to misuse the Website through creation of multiple accounts.

13. Order Confirmation and Delivery

To place an order on ZILINGO, Customers will have to go through the order process on the Website. After completing the process, customers will receive an Order Confirmation message through email and/or SMS which will act as an acknowledgement of the Order.

14. Payments and Pricing

- Pricing
 - Listing price: Price of the products, as listed on the site, payable by the customer while placing an order.
 - Taxes: The listing prices mentioned on the site are inclusive of the taxes, unless otherwise mentioned.
 - Currency: As specified on the Website.
 - It is currently free to access and browse the services of zilingo.com. However, you may choose to purchase products through the Services, and you alone will be responsible for paying the purchase price of any products you buy, in addition to any taxes and shipping costs.
 - Prices are subject to change at any time. Due to separate and applicable tax jurisdictions, your purchases may be subject to specific sales, custom or value-added taxes, and the shipping time and associated cost may increase accordingly
- Payment Methods:
 - ZILINGO offers its Customers several options for making payments. Customers can pay using:
 - ZILINGO's third party payment partners listed on the Website ;
 - Customers using e-gift cards, wallet credit or promotional vouchers may also choose to pay only a part of the total price.
- Payment Security: ZILINGO's third party payment partners undertake all requisite measures to minimise the risk of unauthorised access and to address all safety and privacy concerns relating to your card data and usage. Cards are subject to validation checks and authorisation by card issuers. If the required authorisation is not received, then there may be no delivery, or significant delays, in delivery of the ordered product and neither ZILINGO, nor its partners will be liable for the same, we will however suitably notify you regarding the same.
- Price Discrepancies: While it will be our utmost effort to ensure that all descriptions, prices and payment related details remain dynamically updated on the App/Website at all points in time, you agree and accept that since ZILINGO is a dynamic marketplace, with several sellers

listing their products at any given point in time, errors may take place. In such a scenario, if you place an Order and there is an error, we will make our best efforts to inform you at the earliest so that you can make an informed decision. In case we are unable to inform you of the same, we will treat the Order as cancelled.

- Third Party Payment Authorization: Post receipt of appropriate authorisation by our third party payment partners, the payment will be authorised and when you will be required to click on the order button you are confirming that the card belongs to you or that you are the legitimate holder of the gift card or promotional voucher and that you have sufficient funds to pay for the Product (s) you have ordered.
- Payment Refunds: Please refer to ZILINGO's Returns and Refunds Policy

15. Order Refusal

Since ZILINGO is a dynamic mobile marketplace, it reserves the right to withdraw any Product from the Website at any time and/or remove or edit any material or content on the Website and will not be held liable for doing so either by you or by any other third party. Zilingo will make best efforts to always process all Orders, but there may be exceptional circumstances wherein, we may not be able to or refuse to process an Order after we have sent you an Order Confirmation. We reserve the right to do the same at any time, at our sole discretion. Zilingo will notify you of any order cancellation at the earliest, so as to minimize any inconvenience that may be caused. If any Order placed by you has been canceled by us for any reason, post the payment has been completed by you, we will ensure that you are refunded the full amount.

16. Cancellation by Customer of a Non Faulty Product:

If you wish to cancel your Order after it has been placed or after being paid for by you, please email our Customer Support Team at support@zilingo.com. For orders cancelled before dispatch, no cancellation fee will be applicable. In case the Order or a part of it has been dispatched and received by you, it will need to be returned back to ZILINGO and such returns will take place, on the basis of ZILINGO Returns and Refunds Policy. ZILINGO, however, reserves the right to assess the returns and refunds on a case by case basis.

17. Termination

By Zilingo: We may at our sole discretion, bar access to, or terminate usage of the platform/ services in the event of any breach or violation of the terms and conditions listed herein.

By Customer: You may terminate these Terms and Conditions by writing to us.

18. Zilingo Returns and Refunds Policies

ZILINGO's Returns and Refunds Policy has been separately published on the Website and is a part of these Terms and Conditions. By accepting these Terms and Conditions, you are also agreeing to the ZILINGO Returns and Refunds Policy.

19. Delivery of Products

a. ZILINGO will try its best to deliver the Product to you, at the shipping address, as specified and requested by you while placing the Order.

b. In case a specific delivery date has been specified by us during your checkout or through the delivery process on the Website, we will try our best to deliver it to you within the stipulated timelines. However, we shall notify you if we expect any delays on our part. You accept that we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of any delayed delivery.

c. At the time of the delivery, you may be required by our third party logistics partner's team to sign the acknowledgment of the delivery. In case of any issues post delivery, please feel free to contact ZILINGO's Customer Support Team at support@zilingo.com. You must, however, comply with the requirements as specified by the Customer Support Team as well as in ZILINGO's Returns and Refunds Policy. Should you face any inconveniences or difficulties during ZILINGO's Order fulfilment process and experience, do not hesitate to get in touch with us at the earliest.

d. Although the dynamic nature and functionality of the ZILINGO Website will ensure at any point in time whether the information entered by you corresponds to the locations that are available for delivery through our third party logistics partners.

In the unfortunate event that we are not able to communicate to you at the very outset that the Order cannot be delivered to your preferred location, we will ensure that we inform you of the same at the earliest using the contact details that you provide to us at the time of placing the Order and also arrange for either the cancellation of the Order or delivery to an alternate address, as mutually feasible to both parties.

e. You will receive your delivery in our standard ZILINGO packaging. Any specific packaging requests at your end will be assessed at our end and processed if feasible and you will be notified of any change.

f. Our third party logistics partners and Customer Support Team will do their best to ensure that the delivery takes place at a mutually convenient time. However, if delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not accept delivery or collect the Product from the carrier within the time period mutually agreed upon, we reserve the right to do either or both of the following:

i. charge you for any fee and other costs incurred by us outside of the standard pickup and delivery costs that we incur with our third party logistics partners ;

ii. cancel the Contract, and refund you with an amount equal to the amount paid by you (in case of an online payment) minus any additional costs as incurred by us.

20. The Product

By accepting these Terms and Conditions, you acknowledge:

(i) That the Products listed on the Website are not custom made and cannot be tailored or altered to meet your requirements; and

(ii) Once the Product has been delivered to you, any risk related to the Product passes to you and ZILINGO will not be liable for any damage, destruction or loss to the Product thereafter.

21. Vouchers

a. As mentioned above in Payments, from time to time, ZILINGO will make available promotional vouchers, discount coupons or egift cards which you can avail and use while making payments for Products that you purchase on the App, as below:

i. You accept and agree that the credit provided to you through a promotional voucher neither accrues interest nor does it have any cash value. Further, ZILINGO reserves the right, to be able to, at its sole discretion discontinue or cancel any voucher previously issued on the Website and will not be responsible for any losses arising therefrom.

ii. Please note that the credit of a promotional voucher may be insufficient or not applicable to pay for the Order that you wish to place, in that scenario, you would be required to make up the difference in the amount using one of our accepted payment methods.

iii. Please be careful to note that in case you place an Order for a Product that is priced at less than the value of the promotional voucher you wish to redeem or avail of, ZILINGO will not be able to refund or offer you residual credit.

iv. Promotional vouchers will be valid for the period specifically stated on the Website and they can only be availed once. You may not be able to use them in conjunction with other promotional vouchers available to you through the Website. You may also not be able to use them along with other discounted items as mentioned on the Website. ZILINGO also reserves the right to exclude individual brands or stores from certain voucher promotions as and when required based on our sales and marketing strategies. Information of the same, however, will be duly provided to you through the Website.

v. You can assign your rights to use your voucher or gift to someone other than you, who may then be able to use it.

vi. ZILINGO reserves the right to close your Account or suspend your activities on the Website in the event of discovery of any form of fraud, deception or suspicion of other illegal activities in connection with gift cards or vouchers on the App/Website.

vii. ZILINGO assumes no Liability for the loss, theft or illegibility of gift or promotional vouchers. In case of any issues arising in connection of the same, you are requested to get in touch with our customer happiness team at support@zilingo.com and we will try to assist you to the best of our abilities.

viii. Egift cards cannot be used to buy further egift cards. Egift cards may only be purchased through debit card, credit card, PayPal or wallet credit and will be sent to you via email.

22. Limitation of Liability

The following provisions shall set out the entire financial liability of ZILINGO in relation to the

Customers or any users of the App/Website for breach of or in any way related to representations. Statements or tortious acts by ZILINGO under these Terms and Conditions and the Contracts.

(i) Except as expressly provided in the Terms and Conditions/Contracts, ZILINGO and its suppliers/sellers, content providers and advertisers expressly exclude all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(ii) ZILINGO shall not be liable to the Customer for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Customer which arise out of or in connection with the use of the ZILINGO website or App and any materials posted there.

(iii) The Customer assumes all risks as to the sustainability, quality and performance of Service.

21. Indemnity

Customers agree to indemnify, defend and hold harmless ZILINGO, its directors, officers, employees, consultants, agents and affiliates from any and all third party claims and damages including costs (including but not limited to legal fees) arising from their use of the ZILINGO website.

23. Privacy Policy

For a detailed understanding of how ZILINGO endeavors to protect your data or privacy, please refer to ZILINGO's Privacy Policy, which forms a part of these Terms and Conditions. By accepting these Terms and Conditions, you are deemed to have accepted, ZILINGO's Privacy Policy.

24. Customer Happiness

a. ZILINGO takes great pride in being able to deliver happiness and provide the best possible service and experience to its customers, while fulfilling its obligations as stated in these Terms and Conditions.

b. Our Customer Happiness Team is available to sort out all your issues in the event that the experience provided by us does not meet your expectations or satisfaction. In such an unlikely event, please feel free to contact us at any time by either writing to us at support@zilingo.com.

c. Please note for products that come with warranties from the actual brands or manufacturers, you will be required to contact the relevant brands or manufacturers directly as specified in the warranty cards or other such details provided by them.

d. To help us serve you better and resolve your issues at the earliest, please make sure to send us an email with details of the Order or at least the Order ID/SubOrder ID that we assign you in the Order Confirmation email. Should you not have received any response from us within 5 Business Days, owing to any unforeseen logistical, technical or other such difficulties, please don't hesitate to contact us again.

25. Advertising

ZILINGO will comply with regulations relevant to its business and operations as published by the Office of The Consumer Protection Board while advertising on the ZILINGO website, application or social media.

26. Links

Customers are allowed to link to the ZILINGO website home page or App download screen, provided it is done in a way that is legal and is not likely to damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on ZILINGO's part where none exists. We reserve the right to withdraw linking permission without notice, in case of any breach of these Terms and Conditions

27. Entire Agreement

These Terms and Conditions together with the Privacy Policy, the Refunds Policy and every one of the Orders and Contracts, made or to be made by ZILINGO as a marketplace and intermediary of goods sold and supplied on the platform, constitute the entire agreement between you and ZILINGO. Any waiver of the agreement shall be valid, only if accepted by ZILINGO in writing.

In accepting these Terms and Conditions, you accept that you have not relied on any representations or implied statements by ZILINGO and that your relationship with ZILINGO is covered only by the express terms and conditions of this document.

28. Variation

ZILINGO reserves the right to amend these Terms and Conditions at any time. Any such amendment will be posted on the ZILINGO App and Website. Continued use of the App or the Website post amendment will deem to constitute acceptance of the new Terms and Conditions.

ZILINGO reserves the right to withhold your ability to shop at ZILINGO in case of any breach of these Terms and Conditions or any breach of your obligations of any Contract under these terms.