



Member-Get-Member (MGM) Referral Program

TERMS & CONDITIONS

Please read this program membership agreement (called "Agreement") before participating as a member of the XinXun Member-Get-Member referral program (called "Program") that is being managed by XOX Mobile Sdn Bhd (called "XOX")

This Agreement is between you and XOX. It is your responsibility to read and understand the terms and conditions of the offer. By registering as a member (called "Member") of this Program, you have agreed to be bound by all the Terms & Conditions, including any amendments, changes, additions and deletions from time to time.

1. The Program

- 1.1 This Program is designed to reward XOX mobile subscribers for referring potential XOX mobile subscribers to use XOX mobile services. The information of this Program is available via <https://www.xinxun.com.my/referral program> ("Program Website").
- 1.2 Your participation in this Program and the rewards accrued is at the sole discretion of XOX, and XOX reserves the right to change, modify, cancel, remove any terms & conditions, either in whole or in part, at any time and from time to time, with reference to Member.

2. Program Registration and Eligibility

- 2.1 To be eligible for and entitled to receive benefits in this Program, your XOX mobile account must be ACTIVE.
- 2.2 All XOX individual subscribers are eligible to participate, except for the following specific categories: Distributors and/or dealers that uses the XOX DREG phone lines, all individuals or companies that uses the XOX DREG phone lines, all members in the multi-level marketing (MLM) channels, all other members where their distributors have enter into special distribution agreements with XOX, non-revenue XOX accounts and government-related accounts.
- 2.3 A XOX subscriber making the referral is called the "Upline". As an Upline, your account must be ACTIVE every month in order to receive the rewards.



- 2.4 The "Downline" is the new XOX subscriber whom you have introduced. As a Downline, your account must also be active every month to be eligible to participate in the Program. In the event that you cease to be an XOX mobile subscriber or you have transferred your account to an ineligible XOX product plan, this Program of yours will be automatically be cancelled.
 - 2.5 Members of this Program must be human: no machines, scripts, or automated services may be used to accumulate the benefits.
 - 2.6 Each registered XOX mobile subscriber will be given a unique member code upon registration with XOX using sms.
 - 2.7 Only registered Upline of the Program is eligible to earn rewards. This means that for an Upline to be eligible to earn reward: (a) the Upline must already be a registered member of the Program, (b) his Downlines must confirm his Upline unique member code by sending an sms within 30 days after the activation of his XOX mobile line.
 - 2.8 Members of the Program mobile service with XOX must be ACTIVE at the time when a reward is given by XOX.
 - 2.9 XOX reserves the right to verify the validity of all eligible Uplines and Downlines and its decision is final.
3. Program Rewards
- 3.1 XOX may, in its sole discretion, introduce time-limited promotional offers ("Promotion") that enable Members of the Program to earn additional rewards for the completion of actions that are specified by XOX.
 - 3.2 XOX may not pay or credit any rewards due to the changes or discontinuance of the Promotion from time to time.
 - 3.3 In the event that there is a tax liability on the rewards imposed by the government authorities, Member shall be responsible and pay for it.
 - 3.4 All Uplines can recruit a maximum of eight hundred and eighty eight (888) Downlines only in a 12 months period, beginning from the date you were given your first reward, unless at the discretion of XOX.
 - 3.5 Rewards that are held in a Member's Account may not be assigned or transferred to any third party except as expressly permitted by XOX in writing.



- 3.6 In the event that a Downline complains to XOX that he does not know his Upline and/or he has not given consent to his Upline, the Upline will not be entitled to the rewards of this Downline associated with the Program.
- 3.7 The sale, barter, assignment, or other disposal of rewards, other than by XOX, is expressly prohibited. Rewards do not constitute property, and are not transferable: (i) upon death; (ii) as part of a domestic relations matter; or (iii) otherwise by operation of law.
- 3.8 Any rewards assigned, sold, or otherwise transferred in violation of this Agreement may be confiscated or cancelled by XOX. Any violations of the foregoing restriction are subject to account termination, deduction of rewards from the Member Account, and/or liability for damages and litigation and transaction costs.

4. Guidelines on Endorsements and Testimonials

- 4.1 As part of your participation in the Program, you agree and acknowledge that you are responsible for making truthful and accurate statements about XOX's mobile services in connection with any referrals. If you are unsure about the answer to a question about XOX mobile service in connection with your referral, request the person to call XOX customer support, or an XOX service centre. Please be aware that you can be held liable for false or misleading statements made in connection with your endorsement or testimonial about XOX mobile service.
- 4.2 You must disclose your relationship with XOX at the outset of any referral communication. This means you must disclose the fact that you are an XOX mobile subscriber at the beginning of the conversation with any potential Downlines. The disclosure can be as simple as, "I am an XOX mobile subscriber and this is my personal opinion." Be sure to clearly and conspicuously make this disclosure.
- 4.3 Disclose the fact that you may receive rewards for a successful referral. You must clearly and conspicuously disclose the fact that you the Upline may receive XOX reward for a successful referral.
- 4.4 By agreeing to the Program Terms and Conditions, you are agreeing to abide by these Program Guidelines on Endorsements and Testimonials ("Guidelines"). Failure to abide by these Guidelines can result in immediate termination of your Program membership and forfeiture of any and all XOX rewards.



5. Termination or Changes to the Program

- 5.1 XOX reserves the right to suspend and/or terminate the Program, at any time and from time to without notice. Notification of Program suspension and/or termination may be sent to the Member XOX number or publicized on this Program Web site, or on XOX official website. XOX will not be responsible for failing to notify you individually of Program suspension and/or termination where such failure is caused by an error in your mobile device or your failure to check for the latest information on this Program website or XOX official website.
- 5.2 If for any reason this Program is not capable of running as planned, including (but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the control of the XOX which corrupt or affect the administration, security, fairness, integrity or proper conduct of this incentive, XOX reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion.
- 5.3 XOX may modify this Agreement from time to time, with or without notice, and your continued participation in the Program after such modifications is deemed that you have accepted of all such modifications. It is your responsibility to check the Terms and Conditions page of the Program Website regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Program.

6. Fraud and Termination of Membership

- 6.1 Membership in the Program is subject to the Program Terms and Conditions. Any failure to comply with the Program Terms and Conditions, any fraud or abuse relating to the accrual or redemption of rewards, or any misrepresentation of any information furnished to XOX or its affiliates by you, or anyone acting on your behalf, may result in the termination of your membership in the Program, cancellation of your Program account and/or forfeiture of your rewards. In the event of fraud, misconduct, or suspected fraud or misconduct by you or anyone acting on your behalf or under your account, XOX reserves the right to suspend access to your account indefinitely pending investigation
- 6.2 At any time, either member or Upline may terminate participation of this Program with or without cause. Termination of this Program participation is effective upon 3 working days once member submitted a termination request by call in to XOX Customer Service at 1300888010.



7. Disputes/Errors

7.1 All questions or disputes regarding the Program, including without limitation, questions or disputes regarding eligibility for the Program, or the eligibility of the rewards for accrual or redemption, must be submitted in writing within 30 days of the qualifying transaction, to XOX, at an XOX mailing address.

7.2 Any such disputes shall be resolved by XOX at its sole discretion. All interpretations of Program Terms and Conditions shall be at the sole discretion of XOX. In the event that an error is made by XOX, such error shall not constitute a breach of this Agreement.

8. Miscellaneous

8.1 This Agreement shall be governed by and construed in accordance with the laws of the Malaysia Government, without reference to conflicts of law rules. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. The failure by XOX to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and XOX with respect to the Program.

8.2 All disputes and claims arising out of, or relating to this Agreement, which cannot be settled amicably by negotiation between the parties shall be filed in the proper courts of Kuala Lumpur, to the exclusion of all courts and venues. This Agreement shall be interpreted, construed in accordance with, and governed by Malaysia law.