

## **Pre-order Terms & Conditions - vivo Malaysia**

Pre-order Terms and Conditions (hereafter referred to as “the Terms”) refers to the agreement established between you (or “user”, as identified by your registration or login, whether you are an individual or enterprise) and vivo Malaysia (hereafter referred to as “vivo”) and its affiliates operating [www.vivo.com/my](http://www.vivo.com/my) and [www.vivopreorder.com](http://www.vivopreorder.com) (referred to simply as the website) and the pre-order of vivo products.

vivo reminds its users to read the Terms carefully and thoroughly understand them. All minors under the legally stipulated age should read the Terms in the company of a legal guardian. By clicking on the “Agree” button you indicate your acceptance of all the Terms and that you agree to be bound by all the Terms. Unless the user accepts all clauses in the Terms, the user shall not be permitted to purchase the pre-order products.

The user understands and accepts the following:

### **01. SELF COLLECTION TIMING**

The self collection of pre-order products will take place after the pre-order campaign ended. However, vivo reserves all rights prior to the delivery.

### **02. COLLECTION POINT OF PRE-ORDER ORDERS CANNOT BE CHANGED**

In order to minimize scalper activities, collection point of pre-order orders cannot be changed after order has been confirmed. Please confirm the details of collection point and your personal details beforehand, as it cannot be changed after submission.

### **03. CANCELLATION OF PRE-ORDER ORDER**

Prior to the self collection of your pre-order order, the user may apply to cancel the order. vivo will process your refund within 1 week upon receiving your application. After the pre-order campaign ended, refund requests will not be processed.

### **04. CRACK DOWN ON SCALPERS**

In order to protect the interests of vivo fans and crack down on scalpers reselling the products at high prices, vivo reserves the right to cancel any ill-intentioned orders.

### **OTHERS**

1. The information on pre-order products and pricing displayed on the webpage of [vivopreorder.com](http://vivopreorder.com) is only an invitation to treat.
2. Upon your confirmation and completion of the details on the quantity, price and payment method, contact method and collection point address of the pre-order products according to the instructions of the system, the order information will be generated by the system, and after you have clicked to submit the order form, this signifies that you have initiated an offer to contract with vivo in accordance with the Terms. The user must complete the payment for order within the stipulated time for the contract to be deemed effective.
3. vivo will confirm and arrange immediately after the user has completed an effective order of pre-order products; however, vivo Malaysia reserves all rights prior to the order collections of pre-order products.
4. vivo does not guarantee that vivo will immediately arrange customer order after the user has completed a valid order, due to unpredictable or irresistible reasons.
5. The Terms shall be interpreted and governed by the laws in force of Malaysia. In the event of any dispute between both parties, a resolution of the dispute shall be negotiated under the principles of good faith; should the negotiations fail to reach a consensus, both parties hereby agree to submit to

the exclusive jurisdiction of the courts of Government of Malaysia; and to waive any objections based upon venue.

6. In the event that certain clauses are unenforceable for any reason, the other clauses of the Terms shall remain effective, and the unenforceable clauses shall be amended to the extent necessary to make them enforceable according to the law.

7. vivo reserves all rights within the permitted confines of the laws of Malaysia to independently decide on the rejection of services, closure of user accounts, removal or editing of content, or order cancellation.