

Welcome to VTRAK!

VTRAK is powered by I Synergy International (M) Sdn Bhd (Company No: 1062594-W). By using our Site at www.vtrak.co ("VTRAK") or any of VTRAK Services, you are subject to the following Terms of Service ("TOS") as well as our Privacy Policy published on our Site. The term 'you' refers to a person accessing or using the Site or our services, or the organisation or company on whose behalf of that person accesses the Site or our Services. This TOS constitutes the entire affiliate agreement between you and VTRAK.

VTRAK is an affiliate network and platform for individuals to register themselves as affiliates through submission of completed form, Malaysian identity card number and other important supporting documents. Upon successful registration, businesses become affiliates to various advertisers found on our VTRAK platform and may earn commissions, revenue and other profits through promotional activities and successful transactions. VTRAK does not sell or rent your personal information to third parties, and VTRAK does not 'spam' its members. VTRAK does not install or require you to install software on your computer.

Please read the following TOS for details on participation in VTRAK;

Becoming an Affiliate

By registering as an affiliate ("Affiliate") in VTRAK's program ("Program"), or by utilising any of the Program's applications ("Applications") or services ("Services"), you agree to be bound by this TOS. You must have a valid business registration name and license and a Malaysian identity card number to register as an affiliate in the Program. VTRAK can inform you when commission or other earnings are transferred to your account via the email address that you provide. Affiliates should provide accurate information when registering as an Affiliate and is solely responsible for the User ID and activity(ies) that occurs while signed in to or while using VTRAK Applications or Services using the User ID. Members must be at least 18 years of age or older and have a registered business entity. The opportunity to earn commissions are offered at the sole discretion of the Program, and the Program has the right to change this TOS in whole or in part, at any time, with or without notice.

Earning Commissions

Earning a commission through promotional activities is straightforward.

When promoting an advertiser's products or service, VTRAK's platform provides trackable data and information to ensure Affiliates are rewarded with commissions for successful transactions. Each commission amount is dependent on the participating advertiser, merchant or their products and services. Commissions are earned and paid out on a monthly basis once verified as successful and/or when a predetermined amount is achieved.

Please note that the net transaction amounts may exclude taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties. Certain Affiliate Store exclude a limited number of products and purchases from the Program.

VTRAK does its best to minimise and maintain an up-to-date list of exclusions on our Site. Please note that to earn commissions into your bank account, you must earn a minimum threshold of One Hundred Ringgit Malaysia (RM100). Once you earn the threshold amount, commissions will be banked in no later than the 20th of the following month. If you believe you are entitled to a commission which may not have been tracked, you may provide proof of the transaction and VTRAK will use its discretion on whether to pay you the entitled amount.

Updating & Maintaining Your Account

You must be logged into VTRAK and enter your password to change your account information and preferences. You may check your account status and recent earning history at any time via the VTRAK dashboard. For security purposes, it is recommended that you memorise your password and not write it down. You are responsible for keeping your password and other account information confidential. By using our Services, you represent that you will be responsible for maintaining your account and password and for restricting access to your computer. You also agree to be responsible for all activities that occur under your password and your account. VTRAK will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these TOS. VTRAK is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password. By entering any information on this Site, you represent and warrant that;

- you are at least 18 years of age;
- you are a registered entity;
- you are using your actual identity;
- you have provided only true, accurate, current and complete information; and
- you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete.

Receiving Communications from VTRAK

By registering as an affiliate, you agree to receive communications that are related to your account & membership as well as periodic affiliate-related email that highlights latest news, events and promotions. You can opt-out of receiving emails that are not account related by clicking on the unsubscribe link on any of the emails. Since we need to communicate account information with you in order to operate our service, you cannot unsubscribe from account information emails. Rest assured, that we do not send emails unnecessarily to our Affiliates. If you do not wish to ever hear from VTRAK again, even if it is just to know that we have awarded you

commission, you can close your account by notifying our customer service department through an email to contact@vtrak.co.

Refunds

Newly registered Affiliates may request for refunds for their registrations should they wish to terminate their accounts within 10 calendar days of their registration. Termination during that period will entitle Affiliates a full refund to their bank accounts without requiring further reasons or supporting documents.

During purchase of products and services provided by any VTRAK Program or Service, affiliates may request refunds within 30 days of the product or service being provided if the affiliate can provide proof that said product or service has not been used, consumed, been damaged or lost.

Protecting Your Information

VTRAK does not sell or rent your information to third parties. VTRAK requires your name, business information and IC number in order to accurately track and transfer commissions and other rewards earned through VTRAK to your account. Any other information gathered by VTRAK will be used only to improve your experience, for example by minimising the irrelevant content or offers and increasing the offers you see from your favourite advertisers. As detailed in VTRAK's Privacy Policy, VTRAK does not disclose your information to third parties except as necessary;

- for VTRAK's agents and service providers to make VTRAK's payments to you;
- to comply with government agency or court orders or requests;
- in providing aggregated or non-personalised marketing services for advertising or store partners; or
- for VTRAK's agents and service providers to send VTRAK communications to you.

Inactive Affiliate Accounts & Deactivation of Account

As an Affiliate, you are subject to an expiry date that follows the purchased Affiliate package, which entitles you access to VTRAK and its Program or Services. You must participate and maintain specific activities as an Affiliate in order to extend your account's active status. If your account is inactive, suspended or terminated, you will not be entitled to all of the commissions that you have accumulated unless your account status is returned to active.

Intellectual Property

VTRAK and all its contents are copyrighted materials, protected by Malaysian and international copyright laws. The compilation of content on our Site is the exclusive property of VTRAK and may not be used for any other purpose other than those set forth on the Site. The services and information provided herein are solely for your own private use. You are only permitted to use the VTRAK Applications and Services

as expressly authorised. Nothing contained herein transfers any express or implied right, title or interest in this Site to you. As between you and us, you retain any intellectual property rights in any copyrighted materials and trademarks that are contained in Content that you post to the Site. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, translate, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights, under any and all of your intellectual property rights related to the Content in any manner we choose. If you have any rights to the Content that cannot be licensed to us, you unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against us or related to our customers and partners anywhere in the world, with respect to such rights.

Governing Law And Dispute Resolution

The Site is controlled by VTRAK from Kuala Lumpur, Malaysia. This Agreement, your use of the Services, and all related matters are governed solely by Malaysian laws, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the Asian International Arbitration Centre (the "AIAC"), in accordance with the procedures of the AIAC Rules of Arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be before a single arbitrator. The place of arbitration will be Kuala Lumpur, Malaysia. Notwithstanding the foregoing, you or VTRAK may seek injunctive relief from an appropriate court located in Kuala Lumpur, Malaysia prior to or during the arbitration. Any claim or cause of action you may have arising from, connected with, or relating to your use of the Site, this TOS, or any related matters must be commenced within six (6) months after the claim or cause of action arises, after which time the claim or cause of action is forever barred, regardless of any statute or law to the contrary.

Program Limitations, Qualifications & Disclaimers

Affiliates in VTRAK are subject to this TOS.

Affiliates in VTRAK are limited to individuals who are 18 years of age or older, with registered business entities. Affiliates may not use scripts or disguised redirects to derive financial benefit from VTRAK. Affiliates must have Internet access and maintain a valid email address to be eligible to receive the privileges and benefits of membership.

Any failure to comply with the VTRAK Agreement and this TOS, any fraud or abuse relating to the accrual or receipt of commissions and rewards, or any misrepresentation of any information furnished to VTRAK or its affiliates by you or

anyone acting on your behalf may result in the termination of your membership and forfeiture of your accrued commissions and any rewards.

It is your responsibility to check your account regularly to ensure that commissions have been properly credited and that your account balance is accurate. If you do not believe that commissions have been correctly credited to your account you must contact our Customer Service at contact@vtrak.co within ninety (90) days of the transaction. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the VTRAK.

VTRAK is not responsible for changes to, or discontinuance or withdrawal of any advertiser or VTRAK Program, or for any effect on accrual of commissions caused by such changes, discontinuance, or withdrawal. VTRAK is not responsible for changes to, or discontinuance of, any special offer or coupon code at advertiser's or Affiliate Store site.

The VTRAK Services and Applications are being provided to members "as is" with no warranty. VTRAK reserves the right to terminate the Services and Applications at any time with or without notice. To the maximum extent permitted by law, VTRAK disclaims all representations and warranties, express or implied, with respect to its Services and Applications.

VTRAK does not warrant, guarantee, or make any representations regarding the quality or accuracy of advertisements for any products or services offered or provided by advertisers or Affiliate Store. In addition, VTRAK does not warrant that access to this site or use of its Services and Applications will be uninterrupted or error-free, and VTRAK assumes no responsibility for any damage caused by your access or inability to access VTRAK Services and Applications.

Affiliates agree to indemnify and hold VTRAK, its parents, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any party due to or arising out of Affiliate's use of VTRAK.

VTRAK may modify this TOS from time to time, with or without notice, and your continued participation after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the TOS of VTRAK regularly to determine whether this TOS has been modified. If you do not agree to any modification of TOS, you must immediately cease participation.

If any provision of this TOS 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. VTRAK's failure to insist upon or enforce strict performance of any provision of the TOS shall not be construed as a waiver of any provision or right. This TOS constitutes the entire agreement between you and VTRAK.