



# De-Ocean International Distributors Terms and Conditions

## 1. INTRODUCTION

1.1 The General Terms & Conditions (Rules) contract between DE-OCEAN INTERNATIONAL (M) SDN BHD and DE-OCEAN DISTRIBUTOR (DOD) form an important part of the contract.

1.2 The Company and the DOD are individually referred to herein as a "Party"

1.3 Complying with the rules that the company has set is the obligation of DOD

1.4 References to clauses are to clauses of this Rules. References to Schedules are to the Schedules, which are attached to and form part of these Rules.

1.5 The Company reserves the right to change these terms and conditions at any time without prior notice. If any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to inform yourself of any changes.

## 2. DEFINITIONS

"Company" means DE-OCEAN INTERNATIONAL (M) SDN. BHD

"De-Ocean" Trade Marks means any design symbol, trademark, trading name, house mark, mark of ownership, unregistered mark, service name, package shapes, colour schemes, styles of labelling, emblems, registered and unregistered designs, retail and other formats, slogans, signage, communications materials, and other manifestations as specified from time to time by the Company, belonging to or characteristic of the Company, their goods, services and activities. "DOD Contract" means the DOD Application Form along with the incorporated documents that form the terms of the contractual agreement between DOD and the Company.

"De-Ocean Distributors" means the Company's operated by a DOD(s) according to the DOD Contract.

De-Ocean Distributors means individuals who are eligible according to clause 3.

Intellectual Property Rights means the Company's TradeMarks and all patents, copyrights, and database rights, rights in know-how, moral rights, or other similar rights in any country in or connected with the Products or any of them or any literature, manuals, materials, or information supplied in connection with the DOD Contract, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing.

"Laws" means all applicable national, municipal, or state statutes, ordinances or other laws, regulations, by-laws, or any rules, codes, or directions or any license, consent, permit, authorisation, or other approval required by any public body or authority, local or national agency, department, inspector, ministry, official or public or statutory person (whether autonomous or not).

"Personal Data" means any information relating to an identified or identifiable individual.

"Related Party" means in relation to;



- (a) Any of its Affiliates;
- (b) Any person employed by that Party or its Affiliates;
- (c) Any director or other officer of that Party or its Affiliates; and
- (d) Any person acting for or on behalf of that Party or its Affiliates, performing work and/or services in connection with the DOD Contract.

"Territory" means Malaysia.

### **3. ELIGIBILITY TO BECOME A DOD**

3.1 To become a DOD, an applicant must:

- (a) Above 18 years old
- (b) Citizen or permanent residents of the Territory where the DOD is registered;
- (c) De-Ocean sponsored by an existing DOD;

3.2 The DOD application may be completed in one of the following ways:

- (a) The applicant may complete and submit an online version of the DOD Application Form per the procedures on the Company's website
- (b) The applicant may complete, sign, and return a paper version of the DOD Application Form to the Company or Upline

3.3 An application shall be considered accepted by the Company when it receives a completed DOD Form, its contents are verified by the Company, and the application does not violate any provision of this Rules.

3.4 The Company reserves the right to immediately cancel a membership, at any time without prior notice, if any of the following conditions apply to a member:

- a. The member gave false or inaccurate information to the Company when applying for membership.
- b. It becomes clear that the member has had his/her membership revoked or received some other form of censure for violating these terms and conditions of use or other regulations in the past.



- c. The member engages in activities prohibited by the terms and conditions of use, or other Company regulations.
- d. The member cannot be contacted via email, telephone or other means.
- e. The Company deems any other act of a member as inappropriate.

#### **4. TERM, RENEWAL, TOP-UP AND UPGRADE ACCOUNT**

4.1 The term of the DOD Contract shall be valid for one (1) year from the last date of purchase made from the Company.

4.2 Members must have any form of trading activities with a minimum of 100 PV in any month of the validity period, otherwise, their direct marketing rights will automatically terminate on the last day of the 12 consecutive months starting from the last month of trading.

4.3 The Company reserves the right to reject any renewal request, or revoke any DOD's renewal agreement; if the DOD is not in compliance with any provisions of the DOD Contract.

4.4. New account has a 6-month grace period to perform TOP-UP or UPGRADE package. After this period only the UPGRADE package is allowed.

#### **5. DEATH AND INHERITANCE**

5.1 Upon the demise a DOD, the deceased's independent business may be transferred to the deceased DOD's beneficiary subject to relevant laws of Malaysia (or the country concerned).

5.2 In cases where a DOD disposes of an independent business in a Will, the Company will recognize the terms of the transfer, provided the beneficiary is a DOD who complies with the Rules.

5.3 A DOD account cannot be transferred to another person if there is no beneficiary record in the system

5.4 DOD account transfer to the beneficiary can be performed one (1) time only.

#### **6. SELF RESIGNATION**

6.1 DOD may choose to resign as a DOD with the Company by giving an official written notice.

6.2 A cooling off period of 6 months from the date of self-resignation before allow to be re-registered as DOD.

#### **7. PAYMENT OF BONUSES**



7.1 The bonus issued under the Company's marketing plan will be based on encoded sales into the C's system and to be calculated on a weekly and monthly basis.

7.2 Each bonus will be issued and deposited into the e-wallet of the distributor or bank account authorized by the distributor 10 working days or before.

7.3 The Company is entitled to adjust all bonuses paid or to be paid in its absolute discretion.

7.4 Any withdrawal from the DOD's E-Wallet is subjected to an administrative fee as determined by the Company.

7.5 For members who do not perform monthly maintain

(a) 20% deduction from weekly bonus pay-out to be placed into P-wallet until the maximum amount of RM300 and will be remained in P-wallet if no product is selected.

or

20% deduction from weekly bonus pay-out to be placed into P-wallet until the P-wallet amount is able to pay off the amount of the product chosen and if there is a balance then the balance amount will still remain in P-wallet.

(b) The remaining bonus amount balance after a 20% deduction (RM300 or selected product amount) goes into the E-wallet

7.6 For members who do perform maintain

(a) No 20% deduction from weekly bonus pay-out.

(b) The full amount from the weekly bonus pay-out goes into the E-wallet.

## **8. BUYBACK AND RETURNS**

8.1 A departing DOD may choose to sell inventory of currently marketable Company's products to the Company subject to the following:

(a) Such products are in new, unused and original condition

(b) The Company will make all Bonus differences according to the appropriate Performance

(c) The Company will charge a service charge equal to 10% of the DOD cost of the products being returned to cover handling and processing charges.

8.2 An DOD who is not leaving the independent business may ask the Company to buy back the Company's products where he or she may be experiencing financial hardship or other exceptional circumstances as explained by the DOD. Return requests are reviewed on a case-by-case basis. The Company reserves the right to repurchase only unused currently marketable Company's products subject to the Company's discretion."



## 9. OBLIGATIONS OF DOD

9.1 Duty of good faith and fair dealing: Under the terms of the DOD Contract, the Company and all DODs agree to perform their obligations in accordance with the duty of good faith and fair dealing. A DOD will be held accountable for the actions of a partner, family member, or third party acting or purporting to act on behalf of the DOD or independent business, so far as the Rules are concerned. A DOD shall not aid and abet another DOD to violate the Rules. DODs shall not conduct any activities that could jeopardize the reputation of the Company or other DODs.

9.2 Advertisement: DODs may advertise only with the express approval of the Company in writing.

9.3 Re-packaging: Products offered through or by the Company are to be sold only in their original packages and in their original formulations. DODs shall not repackage products or otherwise change or alter any of the packaging, labels, or materials of products offered through or by the Company. Immediate action will be taken if such a thing happens.

9.4 Complaints: DODs shall advise the Company of any customer complaint and provide copies of all correspondence and details of all conversations regarding the complaint. DODs are not authorized to make any type of offer or compromise or render the Company liable for any complaint or product return.

9.5 Information Update: All DODs are responsible for communicating any updates or changes to their personal information (eg, name, i/c number, bank account number, address, email address, and telephone numbers, etc.) by sending email to [support@deocean-int.com](mailto:support@deocean-int.com)

9.6 DSA Regulations: All DODs shall strictly adhere to the local Direct Selling Association's code of conduct from time to time. All DODs are deemed to have read, understand, and agree to adhere to the code of conduct manual from time to time upon registration to be DOD.

## 10. PROHIBITED PRACTICES

10.1 Retail Establishment: No DOD shall be permitted to sell products, services, or literature offered through the Company on display at any retail establishment, including, **any online or e-commerce platform**, but not limited to, places like schools, fairs, and events, kiosks, vending machines, salons, professional offices.

10.2 Exporting and Importing: DOD shall not export or import products or services offered through or by the Company, or sell to others they have reason to believe will import or export such products or services, to or from any other country, regardless of whether or not the Company or its affiliates have established operations or are doing business in that country.

10.3 Enticement to Change Position in the Line of Sponsorship: Under no circumstances shall a DOD, directly or indirectly, solicit, assist, attempt to induce, or encourage, another DOD to request a change in position in the Line of Sponsorship.



10.4 Fund-raising: No DOD shall use the Company's products or services in conjunction with any type of fund-raising activity. Fund-raising includes the solicitation for the donation of funds or for the purchase of the Company's products or services based on the representation that all, or some, of the gains, proceeds, donations, bonuses, or profits generated by such sale will benefit a particular group, organization, or cause.

10.5 No Authority: No DOD may negotiate, or enter into contracts and/or agreements on behalf of the Company.

10.6 Solicitation: No DOD shall sponsor or solicit or attempt to sponsor or solicit another DOD, employee, supplier, manufacturer, consultant, or vendor into any other trade, business, or profession whether directly or indirectly in competition with or in conflict with the Company's interest or to alter or terminate their employment or business relationship with Company;

10.7 Media Release or Publication: Involved in any media release or publication of De Ocean corporate-related information (including personal interviews granted) to newspapers/ magazines/ others/through any form of mass communication without prior written approval from the Company

10.8 DOD Plan Manipulation: DODs shall not manipulate the Plan, point value, or business volume (PV), in any way which results in the payment of bonuses or other awards and recognition that have not been earned in accordance with the terms of the DOD Contract.

10.9 Users of this website are prohibited from engaging in the following actions, including those prohibited by other provisions of these terms and conditions.

- a. Actions that will or may infringe on the copyrights, privacy, property, and other rights or interests of other users of this website, third parties, the Company, or its partner companies.
- b. Actions that will or may cause disadvantage, financial loss, or other damages to other users of this website, third parties, the Company, or its partner companies.
- c. Actions that will or may be offensive to public order and morals, or violate laws, regulations, and ordinances.
- d. False declarations when using this website for membership registration or other purposes.
- e. Illegitimate use of email addresses, passwords, or other personal information.
- f. Using this website to solicit business or achieve other commercial ends for profit, or for preparations thereto.
- g. Other actions that may interrupt the operation of this website or interfere with the provision of services.

10.10 Transfer of ownership of the account to an authorized third party is not allowed provided it is a 0-PV account

10.11 DODs must only sell the products at the price set by Company.

## **11. OBLIGATIONS OF SPONSORS**

11.1 The sponsor must be an DOD in full compliance with the Rules.

11.2 The sponsor must ensure that all DODs he or she sponsors have access to and the opportunity to read the DOD Contract.

## **12. NON-COMPETITION AND NON-SOLICITATION**

12.1 A DOD shall not, during the term of his/her DOD Contract with the Company, engage in any business activity that is competitive directly or indirectly with the Company nor be involved in any way with any company that competes with the Company.

12.2 When the Company discovers that the DOD is performing the above 12.1 clauses, the company has the authority to suspend or terminate the membership.

## **13. INTELLECTUAL PROPERTY**

13.1 The DOD acknowledges that the Company's Trade Marks and Copyrighted Works are the property of the Company and the DOD will not claim any rights in the Company's Trade Marks and Copyrighted Works. The DOD further acknowledges that all goodwill arising out of the DOD's use and display of the Company's Trade Marks shall accrue to the Company.

13.2 The DOD acknowledges that the Company may at any time, introduce additional or substituted the Company's Trade Marks or may withdraw any of them from use, and the DOD shall implement such changes.

13.3 These Rules do not grant the DOD any rights concerning the Company's Trade Marks except as expressly stated, the DOD will:

- (a) Use his reasonable endeavours to protect the Company's TradeMarks, colour schemes, and any other items of décor which have been affixed or applied to each product by the Company and to maintain them in good condition;
- (b) Comply with the Company's requirements as to the manner and context of the reproduction, use, and display of the Company's Trade Marks and the wording to accompany them, and will not use them in any way that may impair their distinctiveness, reputation, or validity;
- (c) Not alter, remove, or obliterate any Company's Trade Marks and will notify the Company immediately upon becoming aware that any of the Company's Trade Marks has been damaged, defaced, removed, or stolen;
- (d) Not in any event use any Company's Trade Marks unless duly authorised by the Company.



13.4 The DOD shall not employ or register or cause to be registered a Company's Trade Mark, or any word or mark which in the reasonable opinion of the Company is confusingly similar to a Company's Trade Mark, as part of any corporate name, business name or trading style, or as a trade mark in respect of any goods or services, or as a domain name.

13.5 The DOD shall not conduct the whole or any part of its business under a corporate or business name or house mark, which in the opinion of the Company might impair the validity, reputation, or distinctiveness of any of the Company's TradeMarks.

13.6 Except with the prior written consent of the Company, no other marks or symbols of a trademark character (other than the trade name or corporate name of the DOD) shall appear on, the independent business.

13.7 The DOD shall not:

- (a) Negotiate or enter into any sponsorship or similar arrangement which would involve the use or display of the Company's Trade Marks; or
- (b) Commission, release, or use any advertising or promotional materials in any media involving the use or display of the Company's Trade Marks, other than those materials and templates provided or made available by the Company.

## **14. CHANGES IN LAW**

14.1 If at any time during the DOD Contract period, there have been any decisions made by the Government or its related authorities which change the operation of this Rule in any manner whatsoever (notwithstanding any provisions to the contrary in this Rule), the Company shall have the right to adjust, review, amend in any manner whatsoever, where such adjustment and amendments relate to the decisions made by the Government or its related authorities, any provisions in this Rules.

14.2 References to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.

## **15. COMPLIANCE**

15.1 The DOD, in the performance of the DOD Contract and the business resulting therefrom, shall comply, and ensure compliance by its Related Parties, with the Laws.

15.2 The DOD represents and warrants to the Company that its payments to the Company shall not constitute the proceeds of crime in contravention of anti-money laundering laws.





15.3 The DOD shall indemnify, defend, and hold harmless the Company and its Related Parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of the DOD's representations in this Clause 15 being untrue or arising out of the DOD's breach of any of its warranties or undertakings in this Clause 15.

## **16. BREACH OF DOD CONTRACT**

16.1 In the event of a breach of the Rules or the DOD Contract by a DOD, the Company may take one or more of the following actions:

- (a) Terminate the DOD Contract pursuant to clause 17 below;
- (b) Require the DOD to attend training;
- (c) Remove the DOD as a Sponsor of any downline DOD (hereinafter referred to as "de-sponsoring") and/or restrict the DOD's authority to sponsor others;
- (d) Suspend some or all of the DOD's privileges under the independent business;
- (e) Suspend invitations to Company-sponsored seminars, trips, and events;
- (f) Require written acknowledgment of the breach(es) and an undertaking not to breach the DOD Contract in the future;
- (g) Hold or forfeit payment of bonuses;
- (h) Hold or forfeit any product redemption vouchers due to the DOD.

## **17. TERMINATION**

17.1 The Company may terminate the DOD Contract at any time by providing the DOD with written notice or without notice of termination.

17.2 Upon termination for any cause whatsoever, the DOD shall

- (a) Promptly return any and all Line of Sponsorship information to the Company upon resignation, non-renewal, or termination of his or her independent business and shall immediately discontinue any further use thereof;
- (b) Cease to identify himself/herself as an DOD.

17.3 References to "termination" of the DOD Contract include its expiry, where the context permits.

- (a) According to article 4.2 of the continuation of the contract.



## **18. RELATIONSHIP**

18.1 Nothing in the DOD Contract shall be deemed to constitute a partnership, agency, franchise or an employer/ employee relationship between the DOD and the Company.

18.2 For the avoidance of doubt, it is hereby expressly agreed that the DOD's staff are not the Company's staff. Accordingly, the DOD shall be solely responsible for compliance with taxation, social security contributions, labour rules, and regulations pertaining to its staff.

18.3 The DOD is responsible for the acts and omissions of his employees, agents, and contractors.

## **19. AUDIT RIGHTS AND RECORD KEEPING**

19.1 The DOD shall maintain adequate internal controls and procedures to assure compliance with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and the Direct Sales and Anti-Pyramid Scheme Act 1993 including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.2 For the purposes of documenting compliance with Laws, the DOD shall maintain, either physically, by electronic media or on microfilm, all records and information related to the DOD Contract for a period of five (5) years after the DOD Contract's end date. Such records and information shall include at a minimum all invoices for payment submitted by the DOD to the Company along with complete supporting documentation and all records and information related to the execution or performance of DOD Contract.

19.3 The Company shall have the right to audit all information, rates costs and expenses related to the DOD Contract at any time during and within five (5) years after termination of the DOD Contract. The Company or any person authorised by the Company may have access at all reasonable times to any place where the records are being maintained and the DOD shall afford every reasonable facility for this right of access. The Company shall have the right to reproduce and retain copies of any of the aforesaid records or information. The IBO shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with the Company.

## **20. GOVERNING LAW AND RESOLUTION OF DISPUTES**

20.1 The DOD Contract shall be interpreted and have effect in all respects in accordance with Laws of the Territory where the DOD is registered and subject to relevant Schedules incorporated under this Rules.



20.2 Any proceedings in connection with the DOD Contract shall be brought in the exclusive jurisdiction of the courts of the Territory where the DOD is registered to whose jurisdiction both parties hereby submit.

20.3 The DOD waive any right to assert any dispute as a class, collective or representative action, or to participate in any dispute asserted as such.

## **21. ALTERATIONS/ MODIFICATION**

The Company may, from time to time propose alterations or modifications to the Rules or any part thereof. In such event, the Company shall give the DODs notice in writing through publications and/or announcements via the Company's website concerning such alterations or modifications, and the DODs shall comply with such alterations/ modifications.

The Company may change, add, suspend, cancel, remove, or otherwise modify the terms and conditions at any time without prior notice.

## **22. GENERAL PROVISIONS**

22.1 Confidentiality: Subject to any requirements under the applicable law, the DOD shall not, during the term of the DOD Contract or after its expiry or termination, disclose or use other than for the purposes of carrying out its obligations under the DOD Contract, any Company's confidential and proprietary information, including but not limited to specific arrangement of sponsorship within the Company, DOD lists, the DODs or the Company's business information, manufacturing and product development, business plans, DOD's sales, earnings and other financial information.

22.2 Notice: Any notice or other communication to be given by one Party to the other under, or in connection with the DOD Contract shall be in writing and signed by or on behalf of the Party giving it. It shall be served by hand or delivered by registered mail. Any notice so served by hand or registered mail shall be deemed to have been duly given:

(a) In the case of delivery by hand, when delivered.

(b) In the case of fax, at the time of delivery.

22.3 Non-Waiver: No waiver by either party of any default by the other in carrying out its obligations under the DOD Contract shall operate or be construed as a waiver of any other or further default, whether of a like or different nature.

22.4 Severability: Any provision of the DOD Contract which is held to be void, illegal or unenforceable shall to the extent of such invalidity be deemed severable and the offending provisions excluded and the remaining provisions of the DOD Contract will be unaffected by such severance.

## Schedule 1 (MALAYSIA)

1. Order Form: A DOD who takes and/or delivers an order in person shall deliver to the customer at the time of sale a written and dated order or receipt which shall:
  - (a) Describe the product(s) sold;
  - (b) State the price charged
  - (c) Give the name, address, and telephone number of the selling DOD.
2. Sales Receipt: A DOD who takes and/or delivers an order in person shall deliver to the customer at the time of sale a written and dated order or receipt which shall:
  - (a) Describe the product(s) sold;
  - (b) State the price charged;
  - (c) Give the name, address, and telephone number of the selling DOD.
3. Cooling-Off Period: Where the sale of the Company's products is of a value of MYR300 or more, the DOD must allow the customer a 10-working day cooling off period. During this duration, no goods or services can be supplied or provided nor any deposit be taken by any party.
4. DSAM: All DODs shall adhere strictly to the local Direct Selling Association of Malaysia's ("DSAM") code of conduct from time to time. All IBOs are deemed to have read, understand, and agree to adhere to the code of conduct manual from time to time upon registration to be DOD.
5. Compliance: The DOD, represents and warrants that, in connection with the DOD Contract or the business resulting therefrom, it is knowledgeable about the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and the Direct Sales and Anti-Pyramid Scheme Act 1993 applicable to the performance of the DOD Contract and will comply with all such laws.
6. Retail Guarantee: In the event of any manufacturing or packaging defect affect the quality of the product, customers or DOD can return/exchange the product at the De Ocean Branches within 30 days from the date of purchase.

The customer or DOD must produce the following at the time of returning the products:

- (a) Product Return Form



- (b) Reason for return
- (c) Copy of Customer Order Receipt/Official Sales Invoice
- (d) Products to be returned

7. Buy Back Policy: In the event of any dissatisfaction of product, DOD can return/exchange the product within 30 days from the date of distribute, with the original Tax Invoice issued by the Company. DOD shall ensure:

- (a) All items must be received by De-Ocean for the company to perform a refund or exchange.
- (b) The product(s) to be returned or exchanged MUST be in good condition, useable, resalable, re-stockable, unopened or sealed, unaltered, and the shelf-life of the product(s) MUST be more than or equivalent to 8 months.
- (c) If the product(s) is returned by post or courier services, it must use proper shipping carton(s) and packaging materials to return the product to De-Ocean.
- (d) De-Ocean reserves the right to perform the refund or exchange after confirming the recipient and the condition of the product(s) returned. In the event that an item is returned to us in an unacceptable condition, De-Ocean reserves the right not to accept the returns and send the product back to you. In this case, the postage or courier charges will be charged to you.