



Terms of Service
Revised: 31-03-2022

1. INTRODUCTION

1.1 Welcome to the My Pool Platform.

Please read the following Terms of Service carefully before using this Site or opening a My Pool account so that you are aware of your legal rights and obligations with respect to My Pool and its affiliate and subsidiaries (individually and collectively). Any new features added to or augmenting the Services are also subject to these Terms of Service.

These Terms of Service govern your use of Services provided by My Pool.

- 1.2 The Service include an online platform service that provides a place and opportunity for the (collectively “you” or “Users”). Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. My Pool is not involved in the transaction between Users or any otherwise. My Pool may or may not pre-screen Users or the Content or information provided by Users. My Pool cannot ensure that Users will complete a transaction.
- 1.3 Before becoming a User of the Site, you must read and accept all the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.
- 1.4 My Pool reserves the right to change, modify, suspend, or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. My Pool may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. My Pool may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.
- 1.5 My Pool reserves the right to refuse to provide your access to the Site or Services or to allow you to open an Account for any reason.
- 1.6 By Using My Pool Services Or Opening An Account, You Give Your Irrevocable Acceptance Of And Consent To The Terms Of This Agreement, Including Those Additional Terms And Conditions And Policies Referenced Herein And/or Linked Hereto.

If You Do Not Agree To These Terms, Please Do Not Use Our Services Or Access Pursuant To The Applicable Laws In Your Country (The “Legal Age”), You Must Get Permission From A Parent Or Legal Guardian To Open An Account And That Parent Or Legal Guardian Must Agree To The Terms Of This Agreement. If You Do Not Know Whether You Have Reached The Legal Age, Or Do Not Understand This Section, Please Do Not Create An Account Until You Have Asked Your Parent Or Legal Guardian For Help. If You Are The Parent Or Legal Guardian Of A Minor Who Is Creating An Account, You Must Accept The Terms Of This Agreement On The

Minor Behalf And You Will Be Responsible For All Use Of The Account Or Company Services Using Such Account, Whether Such Account Is Currently Open Or Create Later.

2. PRIVACY

2.1 Your privacy is very important to us at My Pool to better protect your rights we have provided the My Pool Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how My Pool collects and uses the information associated with your Account and/or your use of the Services (the “User Information”). By using the Services or providing information on the Site, you:

- (a) Consent to My Pool’s use, disclosure and/or processing of your Content, personal data, and User Information as described in the Privacy Policy;
- (b) Agree and acknowledge that the propriety rights of your User Information are jointly owned by you and MyWau;
- (c) Shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without MyWau’s prior written consent.

2.2 Users in possession of another User’s personal data through the use of the Services (the “Receiving Party”) hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party has collected (the “Disclosing Party”) to remove his or her data so collected from the Receiving Party’s database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

3. LIMITED LICENSE

3.1 My Pool grants you a limited and revocable license to access and use the Services to the subject to the terms and conditions of Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property (“Intellectual Property”) displayed in the Site. No right or license is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title, or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site, and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works or any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part of whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

- 3.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with My Pool. You acknowledge that My Pool may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

4. SOFTWARE

Any software provided by us to you as part of the Services is subject to the Provisions of these Terms of Service. My Pool reserves all rights to the software not expressly granted by My Pool hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by MyWau.

5. ACCOUNTS AND SECURITY

- 5.1 Some functions of our Services require registration for an Account by input unique identification (User ID) and password, and by providing certain personal information. If you input an Email that My Pool, in its sole discretion, finds offensive or inappropriate, My Pool has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites, or services to which we have enabled access or with which we have tied up or collaborated. My Pool has not reviewed, and assumes no responsibility for any third-party content, functionality, security, privacy policies, or other practices of those products, websites, or services. If you do so, the terms of service for those products, websites, or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites, or services.
- 5.2 You agree to (a) keep your password confidential and use only your Email / User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify My Pool of any unauthorized use of your Account, Email / User ID and/or password, and (d) ensure that your Account information is accurate and up to date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. My Pool will not be liable for any loss or damage arising from unauthorized use of your password or your failure to comply with this Section.
- 5.3 You agree that My Pool may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your user ID, remove or discard from the Site any Content associated with your Account and User ID, temporarily withhold any sale proceeds or refunds, and/or take any other actions that MyWau deems necessary. Grounds for such actions may include, but are not limited to, (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening, or abusive behavior (d) having multiple user accounts for illegitimate reasons, or (e) behavior that is harmful to other Users, third parties, or the business interest of MyWau. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening, or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal, dispute arises or law enforcement action is commenced relating

to your Account or your use of the Services for any reason, My Pool may terminate your Account immediately with or without notice.

5.4 Users may terminate their Account if they notify My Pool in writing (including via email at mywauapps@gmail.com) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment of the product, or the like, and Users must contact MyWau after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. My Pool shall have no liability and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by My Pool.

5.5 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

6. TERM OF USE

6.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, My Pool may affect such termination with or without notice to you.

6.2 You agree not to:

- (a) Upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another privacy, hateful, or racially, ethnically, or otherwise objectionable;
- (b) Violate any laws, including without limitation any laws and regulation in relation to export and import restrictions, third party rights or our Prohibited and Restricted Items policy;
- (c) Use the Services to harm minors in any way;
- (d) Use the Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (e) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- (f) Remove any proprietary notices from the Site;
- (g) Cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of My Pool;
- (h) Use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- (i) Use the Services for fraudulent purposes;

- (j) Attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by My Pool with respect to the Services and/or data transmitted, processed or stored by My Pool;
- (k) Harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- (l) Upload, email, post, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (m) Upload, email, post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letter, pyramid schemes, or any other unauthorized form of solicitation;
- (n) Upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity or any computer software or hardware or data or telecommunications equipment;
- (o) Disrupt the normal flow of dialogue, cause a screen to scroll faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other ability to engage in real time exchanges;
- (p) Interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- (q) Take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
- (r) Use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guidelines, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating anti-money laundering or counterterrorism;
- (s) Use the Services to violate the privacy of others or to stalk or otherwise harass another;
- (t) Use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above; and/or
- (u) List items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.

6.3 You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not My Pool, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site. You understand that by using the Site, you may be exposed to Content that you may consider to be offensive, indecent, or objectionable. To the maximum extent permitted by applicable law, under no circumstances will My Pool be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted, or otherwise made available on the Site.

6.4 You acknowledge that My Pool and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Site. Without limiting the foregoing, My Pool and its designees shall have the right to remove any Content (i) that violates these Terms of Service; (ii) if we receive a complaint from another User; (iii) if we receive a notice of intellectual property infringement or other legal instruction for removal; or (iv) if such Content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by My Pool or submitted to My Pool, including, without limitation, information in My Pool Forum send in all other parts of the Site.

6.5 You acknowledge, consent to and agree that My Pool may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over My Pool or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of My Pool, its Users and/or the public.

7. VIOLATION OF OUR TERMS OF SERVICE

7.1 Violations of this policy may result in a range of actions, including, without limitation any or all of the following:

- Limits placed on Account privileges
- Account suspension and subsequent termination
- Criminal charges
- Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

7.2 If you believe a User on our Site is violating these Terms of Service, please contact mywauapps@gmail.com

8. REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

8.1 The Users are independent individuals or businesses, and they are not associated with My Pool in any way. My Pool is neither the agent nor representative of the Users and does not hold and/or own any of the merchandises listed on the Site.

8.2 If you are intellectual property right owner (“IPR Owner”) or an agent duly authorized by an IPR Owner (“IPR Agent”) and you believe that your right or your principal’s right has been infringed, please notify us in writing by email to mywauapps@gmail.com and provide us the documents requested below to support your claim. Do allow us time to process the information provided. My Pool will respond to your complaint as soon as practicable.

8.3 Complaints under this Section 8 must be provided in the form prescribed by My Pool, which may be updated from time to time, must include at least the following: (a) a physical or electronic sign of an IPR Owner or IPR Agent (collectively, “Informant”); (b) a description of the type and nature of intellectual property right that is allegedly infringement; (d) sufficient information to allow My Pool to contact the Informant, such as Informant’s physical address, telephone number and e-mail address; (e) a statement by Informant that the complaint is filed on good faith belief and that the use of the intellectual property as identified by the Informant is not authorized by the IPR Owner or the law; (f) a statement by the Informant that the information in the notification is accurate, indemnify us for any damages we may suffer as a result of the information provided by and that the Informant has the appropriate right or is authorized to act on IPR Owner’s behalf to the complaint.

9. My Pool

9.1 Order must made by Buyer will be given within stipulated time set by the Seller. As the time showed out, if, the Buyers are insisted, informed beforehand as soon as possible. Otherwise, shall not be entertained.

9.2 Payment must be made for the Buyers after the creating order in the system provided. Such discount, or promotional price are given fully responsible by the Seller, if presented.

9.3 Payment failed will not be accepted after order has closed. Payment made after order closed, Seller shall not be liable if the order of Buyer is not included. Order must be must be made within the system.

9.4 Any delayed in shipment or receiving goods after the order shipped out, Buyer must contact local courier after related information given out.

9.5 Any damaged items upon received, within 7 days, report must be made to the Seller for investigation before refund is made, if necessary. After 7 days of received goods, shall not be entertained, assume the goods are in good condition.

9.6 Price of goods showed in the system, are fully liable upon Seller. Shipping charges and others must be clarified between Buyer and Seller.

9.7 Investigation upon loss of goods & damaged before refund, are to be made between two parties; Buyers and Seller. My Pool shall be help, if needed, and shall not liable for refund in any cases.

9.8 The goods must not be fitted in the category of prohibited, dangerous as well violates the rules and regulation within the country. If found, selling in this platform, My Pool will remove it without any notices to the Seller.

9.9 Changes of address shall not be entertained after the order made. Buyers are encouraged to update latest address from time to time.

10. PURCHASE AND PAYMENT

10.1 My Pool supports one or more of the following payment methods operates in:

(i) Credit Card:

Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in.

(ii) Cash on Delivery:

My Pool does not accept COD services.

(iii) Bank Transfer:

Buyer may make payments through an Automated Teller Machine or Internet Bank transfer ("Bank Transfer") to our designated My Pool Account. Buyer must provide MyWau with the transfer receipt or payment transaction reference for verification purposes through the "Upload Receipt" function found in My Pool's app as payment confirmation. If payment confirmation is not received by My Pool within three (3) days, Buyer's order will be cancelled.

10.2 Buyer may only change their preferred mode of payment for their purchase prior to making payment.

10.3 My Pool takes no responsibility and assume no liability for any loss or damages to Buyer arising from shipping information and/or payment information entered by Buyer or wrong remittance by Buyer in connection with the payment for the items purchased. We reserve the right to check whether Buyer is duly authorized to use certain payment method and may suspend the transaction until such authorization is confirmed or cancel the relevant transaction where such confirmation is not available.

10.4 At the moment, My Pool can made payment to Users via bank transfer and Online Banking. Hence, Users are required to provide MyWau with his/her banking details in order to receive payments i.e., from the sale of item or refund from My Pool.

10.5 Some of purchased goods may need license permit from government to import goods into Malaysia. Please check with our Customer Service before buying goods.

10.6 Payment made between Seller dan Buyer, My Pool shall not be liable in the process. Any dispute, shall be, discussed between two sides. My Pool, only help, if needed in the investigation.

11 DELIVERY

11.1 Delivery is made by third party. Third party deliveries are handled by local courier as set by the Seller.

11.2 Buyers will be given tracking number in the system after the goods has shipped from Seller.

11.3 Users understand that delivered party bears all risk attached to the delivery of the purchased items(s) and warrants that he/she has or will obtain adequate insurance coverage for the delivery of the purchased item(s). In the event where the purchased item(s) is damaged, lost or failure of delivery during the course of delivery, Users acknowledge and agree that My Pool will not be liable for any damage, expense, cost or fees resulted therefore and Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute.

11.4 For Cross-Border Transaction. Users understand that all cross-border import and export transactions are subject to local laws and regulations. Buyers should familiarize himself/herself with all import and export restrictions that apply to the designating country. User acknowledges that My Pool cannot provide any legal advice in this regard and agrees that delivery party will bear all risks and liabilities associated with import and export of any item to the designating country.

11.5 For certain out of delivery area (ODA), there will be an extra charge for delivery imposed by local courier due to some areas may be difficult to access and size of the parcels delivered greater than quantity of the parcels. Such areas including free tax area, remote areas, islands.

12 FEEDBACK

12.1 My Pool welcomes information and feedback from Users which will enable My Pool to improve the quality of service provided. Please refer to our feedback procedure below for further information:

- (i) Feedback maybe made in writing via email or using feedback form found on the App.
- (ii) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.
- (iii) Vague and defamatory feedback will not be entertained.

13 DISCLAIMERS

13.1 THE SERVICES ARE PROVIDED AS IS AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY MY POOL OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYWAU DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

13.2 YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13.3 MY POOL HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR: (A) THE FITNESS FOR PURPOSE, EXISTENCE, QUALITY, SAFETY OR LEGALITY OF ITEMS AVAILABLE VIA THE SERVICES; OR (B) THE ABILITY OF SELLERS TO SELL ITEMS OR OF BUYERS TO PAY FOR ITEMS. IF THERE IS A DISPUTE INVOLVING ONE OR MORE USERS, SUCH USERS AGREE TO RESOLVE SUCH DISPUTE BETWEEN THEMSELVES DIRECTLY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

14 EXCLUSIONS AND LIMITATIONS OF LIABILITY

14.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MY POOL BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR:

- (a) (A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR
- (b) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFORE, EVEN IF MYWAU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.1 YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND/OR DISCONTINUE ANY USE OF THE SERVICES.

14.2 IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, MYWAU IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF: (A) ANY AMOUNTS DUE AND PAYABLE TO YOU PURSUANT TO THE MYWAU; AND (B) RM100.00 (ONE HUNDRED RINGGIT MALAYSIA).

14.3 NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY MYWAU'S NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY ON THE PART OF MYWAU THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED.

15 LINKS TO THIRD PARTY SITES

15.1 Third party links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of MyWau in any manner whatsoever and you therefore access them at your own risk. MyWau is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. My Pool is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement, or sponsorship by My Pool of any linked site and/or any of its content therein.

16 YOUR CONTRIBUTIONS TO THE SERVICES

16.1 By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to My Pool. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any Content contribution. You hereby grant MyWau and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.

16.2 Any material, information, or idea you post on or through the Services, or otherwise transmit to My Pool by any means (each, a Submission), is not considered confidential by My Pool and may be disseminated or used by My Pool without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products.

17 THIRD PARTY CONTRIBUTIONS TO THE SERVICES AND EXTERNAL LINKS

17.1 Each contributor to the Services of data, text, images, sounds, video, software, and other Content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their Content contribution. As such, My Pool is not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of Content. You will not hold My Pool responsible for any actions or inactions, including, without limitation, things they post or otherwise make available via the Services.

17.2 In addition, the Services may contain links to third party products, websites, services and offers. These third-party links, products, websites, and services are not owned or controlled by My Pool. Rather, they are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. MyWau has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. By using the Services, you agree that My Pool shall not be liable in any manner due to your use of, or inability to use, any website or widget. You further acknowledge and agree that My Pool may disable your use of, or remove, any third-party links, or applications on the Services to the extent they violate these Terms of Service.

18 YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- (a) You possess the legal capacity (and in the case of a minor, valid parent, or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b) You will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules codes, directives, guidelines, policies and regulations.

19 INDEMNITY

You agree to indemnify, defend and hold harmless My Pool, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders, or other partners, and employees (collectively, the Indemnified Parties) from and against any and all claims, actions, proceedings, and suits, and all related liabilities, damages, settlements, penalties, fines, cost and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction (except where My Pool or its Affiliates is the Seller in the transaction that the dispute relates to), (b) the hosting, operation, management and/or administration of the Services by or on behalf of My Pool, (c) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (d) your use or misuse of the Services, or (e) your breach of any law or any rights of a third party.

20 SEVERABILITY

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

21 GENERAL PROVISIONS

21.1 My Pool reserves all rights not expressly granted herein.

21.2 My Pool may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

21.3 You may not assign, sublicense, or transfer any rights granted to you hereunder or subcontract any of your obligations.

21.4 Nothing in these Terms of Service shall constitute a partnership, joint venture, or principal-agent relationship between you and My Pool, nor does it authorize you to incur any costs or liabilities on My Pool's behalf.

21.5 The failure of My Pool at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

21.6 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for My Pool's affiliates and subsidiaries (and each of My Pool and its affiliates and subsidiaries respective successors and assigns).

21.7 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights, and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained, or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

21.8 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at: mywauapps@gmail.com

LEGAL NOTICES: Please send all legal notices to mywauapps@gmail.com

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY TICKING THE “SIGN UP”, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.

