

## Refunds and Return Policy

### 1. Application for Returns/Refunds

1.1. Subject to the terms and conditions in this Refunds and Return Policy and the Terms of Service, the Buyer may apply for the return of the purchased items ("Item") and/or refund before the expiry of the V world supermart sdn bhd Guarantee Period as stated in the [Terms of Service](#).

1.2. V world supermart sdn bhd Guarantee is a service provided by V world supermart sdn bhd, at the User's request, to assist Users in dealing with certain conflicts which may arise during the course of a transaction. Users may communicate with each other privately to resolve their differences or approach their relevant local authorities to assist them in overcoming any dispute before, during, or after using V world supermart sdn bhd Guarantee.

### 2. Application for the Return of an Item

2.1. Buyer may only apply for the refund and/or return of the Item in the following circumstances:

- The Item has not been received by Buyer;
- The Item was defective and/or damaged on delivery;
- The Item received is incomplete (missing quantity or accessories);
- Seller has delivered an Item that does not match the agreed specification (e.g. wrong size, color, etc.) to Buyer;
- The Item delivered to Buyer is materially different from the description provided by Seller in the listing of the Item;
- The Item received is a counterfeit item\*\*;
- The Item received has physical damage (e.g. dented, scratched, shattered);
- The Item received is faulty (e.g. malfunction, does not work as intended);
- By way of private agreement with Seller and Seller must send his/her confirmation to V world supermart sdn bhd confirming such agreement; or
- Change of mind\*

\*Change of Mind return policy is only applicable to certain categories and restricted to certain Sellers only.

\*\*Counterfeit item return policy applies to V world supermart sdn bhd Mall sellers only.

2.2. Buyer's application must be submitted via the V world supermart sdn bhd mobile app.

2.3. V world supermart sdn bhd will review each Buyer's application on a case-by-case basis and, at its sole discretion, determine whether Buyer's application is successful.

2.4. Please note that, if required by V world supermart sdn bhd, the Buyer must ship the Item to a location designated by V world supermart sdn bhd within ten (10) calendar days after the return request is raised.

2.5. The approval of your request for refund and return will be made by V world supermart sdn bhd at its sole discretion. Buyer acknowledges and agrees that V world supermart sdn bhd's decision is final, conclusive, and binding, and covenants and agrees that it will not bring a suit or otherwise assert any claim against V world supermart sdn bhd or its affiliates about such decision.

2.6. In the event where Buyer has commenced legal action against Seller, Buyer may provide the formal notification from the appropriate authority to V world supermart sdn bhd to request V world supermart sdn bhd to continue to hold the purchase monies until a formal determination is available. V world supermart sdn bhd will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

### **3. Rights of Preferred Seller**

3.1. If you are a Preferred Seller, you should have received a separate written notification from V world supermart sdn bhd informing you of your selection to participate in the V world supermart sdn bhd Preferred Seller Program. If you decide not to participate in the V world supermart sdn bhd Preferred Seller Program at any time, please inform V world supermart sdn bhd in writing; otherwise, you will be deemed to have elected to continue your participation in the V world supermart sdn bhd Preferred Seller Program and consented to the terms and conditions set out in this Refunds and Return Policy. V world supermart sdn bhd may, at any time and its sole discretion, suspend or remove any Preferred Seller from the V world supermart sdn bhd Preferred Seller Program.

3.2. V world supermart sdn bhd's determination to approve a refund or return of an Item under Section 2 above is binding on the relevant Preferred Seller. Preferred Sellers agree to comply and do all such things as necessary to give effect to a Buyer's request for a refund or return approved by V world supermart sdn bhd.

3.3. For any refund or return request approved by V world supermart sdn bhd, V world supermart sdn bhd will notify the Preferred Seller by email ("Email Notification") and organize the delivery of the relevant returned Item to the address provided by the relevant Preferred Seller to V world supermart sdn bhd in writing for the completion of the refund and return process, so long as such address is in the country in which the relevant Item was listed for sale on the Site (a "Local Address"). If Preferred Seller fails to provide a Local Address for return of the returned Item or otherwise fails to accept delivery of the returned Item within a reasonable period (as determined by V world supermart sdn bhd), V world supermart sdn bhd reserves the right to dispose of such Item in any manner it sees fit and Preferred Seller shall be deemed to have forfeited all rights to such Item. Preferred Seller must notify V world supermart sdn bhd within seven (7) days of receiving the Email Notification ("Notification Period") if Preferred Seller does not receive the returned Item. Failure to notify V world supermart sdn bhd within the Notification Period shall be conclusive evidence of, and result in the Preferred Seller having accepted that the delivery of the Item has occurred, and Preferred Seller agrees not to make any claims or raise any disputes regarding any such Item.

3.4. Notwithstanding the above, V world supermart sdn bhd may determine at its sole and absolute discretion that an Item approved for refund or return shall not be returned to Preferred Seller, and Preferred Seller shall be deemed to have forfeited all rights to such Item.

3.5. For any refund or return rejected by V world supermart sdn bhd where the relevant Item was received by V world supermart sdn bhd, V world supermart sdn bhd will organize the delivery of such Item to the relevant Buyer's address under Section 2 above.

3.6. Where V world supermart sdn bhd approves any refund or return request, Preferred Seller may appeal such decision by contacting V world supermart sdn bhd and providing evidence in support of the such appeal. If V world supermart sdn bhd upholds Preferred Seller's appeal, it will disburse all or part of the purchase monies to Preferred Seller. Preferred Seller acknowledges and agrees that V world supermart sdn bhd's decision is final, conclusive, and binding, and covenants and agrees that it will not bring a suit or otherwise assert any claim against V world supermart sdn bhd or its affiliates about such decision.

#### **4. Rights of Ordinary Sellers**

4.1. For this Refund and Return Policy, Ordinary Sellers are Sellers that are not Mall Sellers or Preferred Sellers.

4.2. When V world supermart sdn bhd receives an application from the Buyer for the return of the Item and/or refund, V world supermart sdn bhd will notify the Seller in writing. Seller may respond to Buyer's application according to the steps provided by V world supermart sdn bhd in the written notification. The seller must respond within the time frame stipulated in the written notification (the "Stipulated Period"). Should V world supermart sdn bhd not hear from Seller within the Stipulated Period, V world supermart sdn bhd will assume that Seller has no response to Buyer's application and will proceed to assess Buyer's application without further notice to Seller. V world supermart sdn bhd will review each Seller's response on a case-by-case basis and, at its sole discretion, determine whether Buyer's application may be successful against the circumstances stated by the Seller.

#### **5. Condition of Returning Item**

5.1. To enjoy a hassle-free experience when returning the Item, the Buyer should ensure that the Item, including any complimentary items such as accessories that come with the Item, must be returned to the Seller in the condition received by the Buyer on delivery. We will recommend Buyer to take a photo of the Item upon receipt.

#### **6. Liability of Return Shipping Fee**

(a) In the scenario of an unforeseen error from the seller's end (i.e. - damaged, faulty or wrong Item delivered to the buyer), the seller will bear the buyer's return shipping fee.

(b) In the scenario of the buyer's change of mind, the buyer shall get the seller's consent before the return request and the buyer will bear the return shipping fee.

(c) In the scenario where both seller-buyer dispute the party liable for the return shipping fee, V world supermart sdn bhd at its sole discretion will determine the party liable for the return shipping fee.

## **7. Refunds**

7.1. Buyer will only be refunded after V world supermart sdn bhd has received the confirmation from Seller that Seller has received the returned Item. If V world supermart sdn bhd does not hear from Seller within a specified time, V world supermart sdn bhd will be at liberty to refund the applicable sum to Buyer without further notice to Seller. The refund will be made to the Buyer's credit/debit card or designated bank account, whichever is applicable.

## **8. Communication Between Buyer and Seller**

8.1. V world supermart sdn bhd encourages Users to communicate with each other if a problem arises in a transaction. As V world supermart sdn bhd is a platform for Users to conduct trading, the Buyer should contact the Seller directly for any issue relating to the Item purchased.