

A. TERMS AND CONDITIONS OF USE

1. Introduction and Acceptance

These Terms and Conditions ("**Terms**") govern your access to and use of this website, any services made available through it, and any purchase of products from Luka Marketing Sdn Bhd (Registration No.: 202601006845) ("**the Company**", "**we**", "**us**" or "**our**").

By accessing, browsing or using this website, creating an account, or placing any order, you confirm that you have read, understood and agreed to be legally bound by these Terms. If you do not agree with any part of these Terms, you must immediately discontinue use of the website and refrain from making any purchases. These Terms constitute a legally binding agreement between you and the Company.

2. Amendments to Terms

The Company reserves the right, at its sole discretion, to amend, vary, update or replace these Terms at any time without prior notice. Any such amendments shall take effect immediately upon being published on the website.

Your continued use of the website after any amendment shall constitute your irrevocable acceptance of the amended Terms. It is your responsibility to review these Terms periodically.

3. Eligibility and Minors

You represent and warrant that you are at least eighteen (18) years of age and have full legal capacity to enter into a binding contract. If you are under eighteen (18) years of age, you may only use this website with the consent and supervision of your parent or legal guardian, and such consent shall be deemed given by your continued use of the website. The Company reserves the right to restrict, limit, suspend or refuse access to the website or services to any user, including minors, at its absolute discretion.

4. Account Registration and Use

Where account registration is made available, registration is permitted for individuals only. You agree to provide true, accurate, current and complete information when creating an account and to promptly update such information if there are any changes.

Each individual may register and maintain only one account unless expressly permitted by the Company. You are solely responsible for maintaining the confidentiality of your login credentials and for all activities carried out under your account, whether authorised or unauthorised.

The Company reserves the right to suspend or terminate any account where it determines that false, misleading or incomplete information has been provided, or where the account holder has breached these Terms or applicable laws.

Without limitation, users of the platform are strictly prohibited from creating, operating, controlling or benefitting from multiple accounts, whether directly or indirectly, for the purpose of obtaining, accumulating, redeeming or exploiting any promotional benefits, free draws, gifts, rewards, Gems, referral benefits or any other perks made available on the platform or by the Company.

The Company reserves the right to investigate and determine whether multiple accounts are operated or controlled by the same individual or group of individuals, and its determination shall be final and binding unless otherwise proven by the user. Any such conduct shall constitute a breach of these Terms and shall entitle the Company to exercise its rights under Clause 20 below.

5. Products and Availability

All products displayed on this website, including but not limited to Pokémon trading cards, sealed products, booster packs, mystery boxes and related merchandise, are offered subject to availability.

The Company makes no representation or warranty that any product will be available at any particular time and reserves the right to discontinue, substitute, restrict quantities, or modify any product without prior notice. Product descriptions, images and specifications are provided for general reference only and actual products may differ in packaging, edition, print run, condition or appearance.

6. Pricing and Orders

All prices are stated in the applicable currency displayed on the platform at the time of purchase (which may include Ringgit Malaysia or such other currencies as may be supported from time to time) and are exclusive of shipping fees, taxes, duties or other charges unless expressly stated otherwise.

The Company reserves the right to change prices, currency display, exchange rates and promotional offers at any time. An order placed by you constitutes an offer to purchase and shall not be binding on the Company until the order has been accepted and payment successfully processed.

The Company reserves the right to reject, cancel or limit any order in whole or in part for any reason, including but not limited to suspected fraud, stock unavailability, pricing or system errors, currency conversion discrepancies, or payment issues.

7. Checkout Confirmation and Binding Agreement

By clicking “Place Order”, “Pay Now” or any similar button at checkout, you confirm that you have read, understood and agreed to be bound by these Terms and Conditions, the Privacy Policy, the Return & Refund Policy, the Randomisation Agreement, and all other applicable policies displayed or incorporated by reference on this website.

You acknowledge and agree that your order becomes final, binding and non-cancellable once payment has been successfully processed. You further authorise the Company to charge the full amount displayed to your selected payment method and acknowledge that no changes, cancellations or refunds shall be permitted except as expressly provided in the applicable policies.

8. Payment and Charges

You agree to pay all charges incurred in connection with your purchases and use of the website. Any communication costs, bank charges, currency conversion fees, payment gateway fees or third-party processing fees shall be borne solely by you.

Failure to complete payment or any attempt to reverse or dispute payment without valid grounds may result in cancellation of your order, suspension of your account, or further action as permitted by law.

9. Delivery, Risk and Title

Delivery times provided are estimates only and are not guaranteed. The Company shall not be liable for any delay caused by courier services, customs clearance, force majeure events, supply chain disruptions or circumstances beyond its reasonable control.

Risk in the products shall pass to you upon delivery to the address provided by you. Title to the products shall pass only upon receipt of full payment by the Company.

10. Returns and Refunds

All returns and refunds are governed strictly by the Company’s **Return & Refund Policy**, which forms an integral part of these Terms. Due to the nature of collectible and randomised products, all sales are generally final and certain products are non-returnable and non-refundable. You acknowledge that once sealed or randomised products leave the Company’s control, their integrity and randomness cannot be verified.

11. Use of Website and Prohibited Conduct

You agree to use the website solely for lawful purposes and in a manner that does not disrupt, damage or interfere with the website, its security, or the Company’s business operations.

You shall not engage in any conduct that is unlawful, abusive, misleading, defamatory, harassing, fraudulent, commercially exploitative without authorisation, or that infringes the

rights, privacy or reputation of the Company or any third party, including but not limited to cheating, scamming, account farming, account hijacking, circumvention of platform restrictions, the creation, operation or use of multiple accounts, abuse of promotional campaigns or referral programmes, or any conduct intended to improperly obtain, accumulate, redeem, exploit or attempt to exploit any free gifts, rewards, draws, Gems or other benefits made available on the Platform or by the Company.

The Company has no obligation to monitor user activity but reserves the right to take any action it deems necessary.

12. Suspension and Termination

The Company reserves the right, at its sole discretion and without prior notice, to suspend, restrict or terminate access to the website, any services or any account where it determines that these Terms have been breached, that continued access poses a risk, or that such action is necessary to protect the Company or other users.

The Company may also suspend or discontinue the website or any part thereof for maintenance, operational or technical reasons without liability.

13. Third-Party Links

The website may contain links to third-party websites, platforms or resources. The Company does not endorse, control or assume responsibility for the content, availability or practices of such third-party sites. Accessing such third-party resources is done entirely at your own risk.

14. Intellectual Property

All content on this website, including but not limited to text, images, graphics, videos, designs and layout, is owned by or licensed to the Company.

Pokémon, Pokémon character names, logos, images and trademarks are the property of its owners. Nothing on this website shall be construed as granting any licence, endorsement or right in respect of such intellectual property.

15. Non-Affiliation

This website and the Company is an independent retailer and are not affiliated, associated, randomized, endorsed by or in any way officially connected with Nintendo, Game Freak, Creatures Inc., The Pokémon Company or any of their subsidiaries or affiliates. All Pokémon names, logos, images, characters and trademarks are the property of their respective owners and are used strictly for identification and descriptive purposes.

16. Disclaimer and Limitation of Liability

The website, its content and services are provided on an “as is” and “as available” basis. The Company makes no warranties, express or implied, regarding availability, accuracy, reliability or suitability for any purpose.

The Company shall not be liable for any indirect, incidental, consequential or special loss, including loss of profit, business interruption or reputational damage. In all circumstances, the Company’s total liability shall be limited to the amount paid by you for the relevant order.

17. Indemnity

You agree to indemnify and hold harmless the Company, its directors, officers, employees and agents from and against all claims, losses, damages, liabilities, costs and expenses arising from your breach of these Terms, misuse of the website, or violation of any applicable laws or third-party rights.

18. Data Protection and Privacy

The Company’s collection, use and processing of personal data are governed by its **Privacy Policy**, which forms part of these Terms. Upon termination or suspension of an account, personal data may be retained or deleted in accordance with applicable laws and the Company’s data retention practices.

19. Non-Transferability

You may not transfer, assign, sublicense or otherwise dispose of your account, access rights or any rights or obligations under these Terms without the prior written consent of the Company.

20. Abuse, Misuse and Enforcement Rights

You agree to use this website, its services and the Company’s policies honestly, lawfully and in good faith. You shall not misuse, abuse or attempt to exploit any aspect of the website, including but not limited to the Return & Refund Policy, Authenticity Statement, Randomisation Policy, payment systems or dispute mechanisms.

Without limitation, you agree not to:

- (i) make or publish any false, misleading, defamatory or malicious statements about the Company, its business, directors, employees, representatives or products;
- (ii) make unsubstantiated or bad-faith allegations of fraud, scams, counterfeit goods or dishonesty;
- (iii) initiate chargebacks, payment disputes or reversals in circumstances where an order has been properly fulfilled, or for reasons such as dissatisfaction with

- randomised outcomes, buyer's remorse, or failure to read product descriptions;
or
- (iv) misuse Company policies or threaten reputational harm for the purpose of coercing refunds, benefits or concessions.

The Company reserves the right, at its sole discretion, to take any action it deems appropriate in response to such conduct, including but not limited to suspending, terminating or banning accounts, refusing future transactions, disputing chargebacks, reporting the matter to payment processors or relevant authorities, and commencing legal proceedings.

Where a user of the platform has engaged in fraud, cheating, scamming, account hijacking, operation of multiple accounts, exploitation or attempted exploitation of free gifts, rewards, draws, Gems or other platform benefits, or any other violation of these Terms or the platform rules, the Company shall be entitled, at its sole discretion:

- (a) where the Company reasonably suspects such conduct, to suspend the relevant account(s) and freeze, suspend or withhold any Gems, rewards, credits, promotional benefits or other platform entitlements associated with such account(s) pending investigation;
- (b) following investigation by the Company, where the Company determines that the user has engaged in such conduct, to terminate or ban the relevant account(s) and forfeit any Gems, rewards, credits, promotional benefits or other platform entitlements associated with such account(s);
- (c) affected users may submit an appeal to the Company, following which the Company may conduct such further investigations as it deems appropriate within one (1) month from the date the appeal was submitted;
- (d) upon completion of any investigation or appeal process, to refund to the user, at its sole discretion, an amount equivalent to the monetary value of any forfeited Gems after deducting or setting off any profits, gains, benefits or amount derived by or attributable to the user's breach of these Terms, unlawful activities or violation of the platform rules; and
- (e) to treat its decision following any investigation and appeal as final and binding.

You agree to indemnify and hold harmless the Company against all losses, damages, costs and expenses (including legal fees) arising from any breach of this section or any misuse of the website or its policies.

21. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Malaysia, and the courts of Malaysia shall have exclusive jurisdiction.

22. Severability

If any provision of these Terms is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.