

TERMS OF USE FOR CREATORS - PRESTOFANS

BY USING OUR WEBSITE AS A CREATOR YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. **Introduction:** These Terms of Use for Creators apply if you use our Product as a Creator (also referred to as "you" and "your" in these Terms of Use for Creators). These Terms of Use for Creators form part of your agreement with us. We may update this Agreement by posting a revised version on our website. By continuing to use our Services, you accept any revised Agreement.

2. **Interpretation:** In the Terms of Service:
 - a. we refer to our Product as "PrestoFans", developed and owned by us which help creators to take back control of their content and earn revenue from their Fans through PrestoFans website creation and marketing tools;
 - b. references to "we", "our", "us" are references to Presto Color Sdn Bhd, the operator of PrestoFans;
 - c. "Creator" means a User who has set up their PrestoFans Channel as a Creator Account to post Content on PrestoFans to be viewed by Fans;
 - d. "Person with Majority Control" means any individual who meets one or both of the following conditions in relation to a corporate entity:
 - i. the individual holds, directly or indirectly, more than 50% of the shares in the corporate entity;
 - ii. the individual holds, directly or indirectly, more than 50% of the voting rights in the corporate entity;
 - e. PrestoFans Channel means a personal branded site launched by the creator via PrestoFans, including when accessed via their own URL <creatoraccount>.prestocolor.online or via any web browser;
 - f. "Content" means any material uploaded to the PrestoFans Channel by any Creator, including any photos, videos, audio (for example music and other sounds), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever;
 - g. "Fan" means a User who follows a Creator and is able to view the Creator's Content;
 - h. "User Generated Content" means any material uploaded to the PrestoFans Channel by any Fans, including any photos, videos, audio (for example music and other sounds), livestream material, data, text (such as

comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever;

- i. "Fan Transaction" means any and all payments made by a Fan to a Creator, including payments for access to a Creator's Content, for interaction with the Creator, to procure new Content from the Creator, to subscribe to the Creator's account, to use the fan interaction function on the Creator's account, and any tips paid by a Fan to the Creator;
- j. "Standard Contract between Fan and Creator" means the terms which govern each transaction between a Fan and a Creator on PrestoFans;
- k. "Subscription" means a Fan's monthly subscription to a Creator's account;
- l. "Tax" shall include all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable;
- m. "SST" means Malaysia value added tax (VAT). In Malaysia, VAT is also known as sales and service tax (SST). SST is a consumption tax on goods and services. The main concept of VAT in Malaysia is that only the value added to goods or services is going to be taxed.

3. "Terms of Service" (also called "your agreement with us") means the **legally binding agreement between you and us** which consists of:

- a. **Terms of Use for Creators** - which contain additional terms which apply if you use PrestoFans as a Creator;
- b. **Standard Contract between Fan and Creator** – which does not form part of your agreement with us but sets out the agreement between you and your Fans for each transaction between you and them
- c. **Privacy Policy** - which tells you how we use your personal data and other information we collect about you
- d. **Acceptable Use Policy** - which tells you what you can and can't do on PrestoFans;

4. Other terms which will apply to your use of PrestoColor: The following terms will also apply to your use of PrestoColor, and you agree to them:

- a. if you are also a Fans, the **Terms of Use for Fans** will apply to your use of PrestoFans as a Fan;

5. How we may change the Terms of Service: We may change any part of the Terms of Service without telling you beforehand in the following circumstances:

- a. to reflect changes in laws and regulatory requirements which apply to PrestoFans and the services, features and programs of PrestoFans where such changes require PrestoFans to change its Terms of Service in a manner which does not allow us to give reasonable notice to you; and
- b. to address an unforeseen and imminent danger related to defending PrestoFans or Creators from fraud, malware, spam, data breaches or other cybersecurity risks.
- c. We may also make other changes to any part of the Terms of Service, and we will give you reasonable notice of such changes by email or through WhatsApp, you may contact us to end your agreement with us before the changes take effect. Once any updated Terms of Service are in effect, you will be bound by them if you continue to use PrestoFans

6. Registering a Creator Account with PrestoColor: To use PrestoFans you must first register and create a Creator account on PrestoFans. You must provide a valid email address, a valid phone number and a password. Your password should be unique (meaning that it is different to those you use for other websites) and must comply with the technical requirements of the PrestoFans site for the composition of passwords.

To register as a Creator and use PrestoFans, you warrant that:

- a. you must be at least 18 years old, and you will be required to confirm this;
- b. if the laws of the country or state/province where you live provide that you can only be legally bound by a contract with us at an age which is higher than 18 years old, then you must be old enough to be legally bound by a contract with us under the laws of the country or State/province where you live; and
- c. you must not be barred from accessing PrestoFans under any laws which apply to you.
- d. you consent to receiving communications from us electronically, including by emails and messages posted to your creator account, and to the processing of your personal data as more fully detailed in our [Privacy Policy](#);
- e. if you previously had an account with PrestoFans, you confirm that your old account was not terminated or suspended by us because you violated any of our terms or policies.
- f. you will make sure that all information which you submit to us is truthful, accurate and complete.
- g. you will update promptly any of your information you have submitted to us as and when it changes.

- h. you will keep your account/login details confidential and secure, including your user details, passwords and any other piece of information that forms part of our security procedures, and you will not disclose these to anyone else. You will contact coloursupport@prestouniverse.com promptly if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security. You also agree to ensure that you log out of your account at the end of each session, and to be particularly careful when accessing your account from a public or shared computer so that others are not able to access, view or record your password or other personal information.
- i. you are responsible for all activity on your account even if, contrary to the Terms of Service, someone else uses your account.
- j. you will comply in full of these [Terms of Use for Creators](#), our [Acceptable Use Policy](#) and all other parts of the Terms of Service which apply to your use of PrestoFans.

If you do not meet the above requirements, you must not access or use PrestoFans Creator Account.

7. How to set up your account as a Creator Account?

To set up your account as a Creator Account:

- a. you will need to visit our official website and fill in your personal details at Contact Us, our consultant will set up Creator Account for you.
- b. you will need to add bank account details of the bank account belongs to you in the Creator Account – Account Settings and select the currency you want to accept your revenue.
- c. once you have set up your Creator Account, if you want to charge your Fans a monthly subscription fee you will need to set your subscription price for your Fans at minimum MYR 1.
- d. when you start adding Content to your Creator Account, Fans will be able to subscribe to your account to view your content.
- e. if you lose access to your account, you can reset your password, but you will need to know the email address used to set up the account to do so. If you do not recall the email address used to set up the account, we may require you to provide identification documents and photos and any additional evidence we may reasonably require proving your identity.

8. How to delete your account?

To delete your Creator Account, you must send an email to us at colorsupport@prestouniverse.com which include your registered email address, contact person name, contact person phone number and the reason to delete your account. The deletion of your account will:

- a. remain open until the last day of your Fans' paid subscription period, following which you will receive your final payment from us, and your account will be deleted.
- b. if you are both a Fan and a Creator, then your account will be deleted in two stages (Fan first and then Creator).
- c. once your account has been deleted you won't be charged any further amounts or have access to your former PrestoFans account or its Content, and any subscriptions will be deleted and cannot be subsequently renewed. You will receive an email confirmation upon the successful deletion of your account. Once your account has been deleted, we may deal with your Content in any appropriate manner in accordance with our [Privacy Policy](#) (including by deleting it) and you will no longer be entitled to access your Content. There is no technical facility on PrestoFans for you to be able to access your Content following termination of your account.

9. Rights we have, including to **suspend or terminate** your **account**:

- a. we can but we are not obligated to moderate or review any of your Content to verify compliance with the Terms of Service (including, in particular, our [Acceptable Use Policy](#)) and/or any applicable law.
- b. it is our policy to suspend access to any Content you post on PrestoFans which we become aware may not comply with the Terms of Service (including, in particular, our [Acceptable Use Policy](#)) and/or any applicable law whilst we investigate the suspected non-compliance or unlawfulness of such Content. If we suspend access to any of your Content, you may request a review of our decision to suspend access to the relevant Content by contacting us at colorsupport@prestouniverse.com. Following our investigation of the suspected non-compliance or unlawfulness of the relevant Content, we may take any action we consider appropriate, including to reinstate access to the Content or to permanently remove or disable access to the relevant Content without needing to obtain any consent from you and without giving you prior notice. You agree that you will at your own cost promptly provide to us all reasonable assistance (including by providing us with copies of any information which we request) in our investigation. We will not be responsible for any loss suffered by you arising from the suspension of access to your Content or any other steps which we take in good faith to investigate any suspected non-compliance or unlawfulness of your Content under this section.
- c. if we suspend access to or delete any of your Content, we will notify you via email or electronic message to your PrestoFans Creator Account, but we are not obligated to give you prior notice of such removal.

- d. we reserve the right in our sole discretion to terminate your agreement with us and your access to PrestoFans Creator Account for any reason by giving you 30 days' notice by email or electronic message to your PrestoFans Creator Account. We can also terminate your agreement with us and your access to PrestoFans Creator Account or suspend access to your PrestoFans Fans account if you is a Fans immediately and without prior notice:
 - i. if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service (including in particular our **Acceptable Use Policy**), or if you attempt or threaten to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User; or
 - ii. if you take any action that in our opinion has caused or is reasonably likely to cause us to suffer a loss or that otherwise harms the reputation of PrestoFans.
 - iii. If we suspend access to your Creator Account or terminate your agreement with us and your access to PrestoFans we will let you know. During any period when access to your Creator or Fans Account are suspended, any Fan Transactions which would otherwise have fallen due during the period of suspension will be suspended, and we may withhold all or any part of the Creator Earnings due to you but not yet paid out in accordance with section 19.
- e. upon termination of your account, we may deal with your Content in any appropriate manner in accordance with our **Privacy Policy** (Including by deleting it) and you will no longer be entitled to access your Content. There is no technical facility on PrestoFans for you to be able to access your Content following termination of your account.
- f. we can investigate any suspected or alleged misuse, abuse, or unlawful use of PrestoFans and cooperate with law enforcement agencies in such investigation.
- g. we can disclose any information or records in our possession or control about your use of PrestoFans to law enforcement agencies in connection with any law enforcement investigation of any suspected or alleged illegal activity, or in response to a court order.
- h. other than Content (which is owned by or licensed to Creators), all rights in and to PrestoFans and its entire contents, features, databases, source code and functionality, are owned by us and/or our licensors. Such material is protected by copyright, and may be protected by trademark, trade secret, and other intellectual property laws.
- i. we are the sole and exclusive owners of any and all anonymised data relating to your use of PrestoFans, and such anonymised data can be used by us for any purpose, including for commercial, development and research purposes.

10. What we are not responsible for: We will use reasonable care and skill in providing PrestoFans to you, but there are certain things which we are not responsible for, as follows:

- a. we do not authorize or approve Content on PrestoFans, and views expressed by Creators or Fans on PrestoFans do not necessarily represent our views.
- b. we do not grant you any rights in relation to Content. Any such rights may only be granted to you by Creators.
- c. your Content may be viewed by individuals that recognise your identity. We will not in any way be responsible to you if you are identified from your Content. While we may, from time to time and in our sole discretion, offer certain geofencing or geolocation technology on PrestoFans, you understand and agree that we do not guarantee the accuracy or effectiveness of such technology, and you will have no claim against us arising from your use of or reliance upon any geofencing or geolocation technology on PrestoFans.
- d. all Content is created, selected and provided by you and not by us. We are not responsible for reviewing or moderating Content, and we do not select or modify the Content that is stored or transmitted via PrestoFans. We are under no obligation to monitor Content or to detect breaches of the Terms of Service (including the [Acceptable Use Policy](#)).
- e. you agree that you have no obligation to follow any suggestions, comments, reviews or instructions received from another Creator of PrestoFans or your Fans and that if you choose to do so, you do so entirely at your own risk.
- f. we do not promise that PrestoFans is compatible with all devices and operating systems. You are responsible for configuring your information technology, device, and computer programs to access PrestoFans. You should use your own virus protection software.
- g. we are not responsible for the availability of the internet, or any errors in your connections, device or other equipment, or software that may occur in relation to your use of PrestoFans.
- h. we are not responsible for any lost, stolen, or compromised Creators' accounts, passwords, email accounts, or any resulting unauthorized activities or resulting unauthorized withdrawals of funds.
- i. you acknowledge that once your Content is posted on PrestoFans, we cannot control and will not be responsible to you for the use which other Creators or third-parties make of such Content. You can delete your account at any time, but you acknowledge that deleting your account will not of itself prevent the circulation of any of your Content which may have been recorded by other Users in breach of the Terms of Service or by third-parties prior to the deletion of your account.

- 11. Agencies cannot be Creators:** Every Creator is the owner of their own account and must have access to their account at all times. If you have an agent or agency which assists you with the operation of your Creator Account (or operates it on your behalf), this does not affect your personal legal responsibility. Our relationship is with you, and not your agent or agency, and you will be legally responsible for ensuring that all Content posted, and all use of your account complies with the Terms of Service.
- 12. Creators who use Corporate Entities:** If you set up a corporate entity to receive your Creator Earnings, you must let our consultant know that you are the Person with Majority Control of that corporate entity during open account. We will only pay your Creator Earnings into a bank account not held in your name where the bank account is held in the name of the corporate entity and you are the Person with Majority Control of that corporate entity. You agree that if you use a corporate entity to receive Creator Earnings you will comply with all laws (including Tax laws) which are applicable to corporate entities in the place where the corporate entity is established.
- 13. General:** You agree that:
- a. if any aspect of your agreement with us is unenforceable, the rest will remain in effect.
 - b. if we fail to enforce any aspect of your agreement with us, it will not be a waiver;
 - c. we reserve all rights not expressly granted to you;
 - d. you cannot transfer your rights or obligations under your agreement with us without our prior written consent;
 - e. the Terms of Service form the entire agreement between us and you regarding your access to and use of PrestoFans and supersede any and all prior oral or written understandings or agreements between us and you.
- 14. Subscriptions and Purchases by Fans:** This section describes the terms which apply to transactions and interactions between Fans and Creators:
- a. All transactions and interactions facilitated by PrestoColor are contracts between Fans and Creators on the terms of the **Standard Contract between Fan and Creator**. Although we facilitate transactions and interactions between Fans and Creators by providing the Presto Color Sdn Bhd, storing Content, and acting as a payment intermediary, we are not a party to the **Standard Contract between Fan and Creator** or any other contract which may exist between a Fan and Creator, and are not responsible for any transactions or interactions between Fans and Creators.
 - b. Fan Transaction are exclusive of Tax, which shall be added at the current rate as applicable to Fan Transactions.

- c. When a Fan has made the required payment for access to your Content, for the provision of customised Content or for use of the fan interaction function on your account, you must allow the Fan to view the Content paid for and/or provide the customised Content and/or allow the Fan to use the fan interaction function paid for (as applicable). You agree that you will indemnify us for any breach by you of this obligation (which means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of you failing to comply with this obligation).

15. Content – General Terms: In addition to the terms set out elsewhere in the Terms of Service (in particular in our [Acceptable Use Policy](#)), the following terms apply to the Content posted, displayed, uploaded or published by you as a Creator on PrestoFans:

- a. Your Content is not confidential, and you authorize your Fans to access and view your Content on PrestoFans for their own lawful and personal use, and in accordance with any licenses that you grant to your Fans.
- b. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on PrestoFans:
 - i. the Content complies in full of the Terms of Service (and in particular our [Acceptable Use Policy](#));
 - ii. you hold all rights necessary to license and deal in your Content on PrestoFans, including in each territory where you have Fans and in Malaysia;
 - iii. you either own your Content (and all intellectual property rights in it) or have a valid license to offer and supply your Content to your Fans;
 - iv. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on PrestoFans; and
 - v. the Content is:
 1. of satisfactory quality, taking account of any description of the Content, the price, and all other relevant circumstances including any statement or representation which you make about the nature of the Content on your account or in any advertising.
 2. reasonably suitable for any purpose which the Fan has made known to you is the purpose for which the Fan is using the Content; and
 3. as described by you.
- c. You agree that you will be liable to us and indemnify us if any of the warranties at Section 15(b) is untrue. This means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of any of the warranties being untrue.
- d. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of PrestoColor. We do not have any obligation

to monitor any Content and have no direct control over what your Content may comprise.

- e. You also agree to act as custodian of records for the Content that you upload to PrestoColor.

16. Co-authored Content:

- a. If you upload Content to your Creator Account which shows anyone else other than or in addition to you (even if that person cannot be identified from the Content) ("Co-Authored Content"), you warrant (which means you make a legally enforceable promise) that each individual shown in any Co-Authored Content uploaded to your account:
 - i. has given his or her express, prior and fully informed consent to his or her appearance in the Co-Authored Content; and
 - ii. has consented to the Co-Authored Content in which he or she appears being posted on PrestoFans.
- b. If any Co-Authored Content is a work of joint authorship, you are solely responsible for obtaining any required licenses or consents from any other joint authors of the Content which are sufficient to permit such Content to be uploaded to and made available on PrestoFans.
- c. You agree that we will only pay out Creator Earnings to the account of the Creator to which the Co-Authored Content is uploaded. The Creator who uploaded the Co-Authored Content is solely responsible for dividing and distributing any revenue generated from the Co-Authored Content between the Creators shown in such Co-Authored Content. Any such revenue-sharing agreement shall be an independent, private agreement between Creators, and we are not responsible for providing or enforcing any such agreements. You understand and agree that you are not entitled to any Creator Earnings earned on any Co-Authored Content in which you appear, but which is posted on another Creator's account. If you post Co-Authored Content on your account, we may require you to provide valid and complete legal information for all individuals which appear in the Co-Authored Content. If you fail to provide any information requested by us upon our request, we may delete the Co-Authored Content, restrict your rights and permissions to post as a Creator, terminate your account, and/or withhold all or any portion of Creator Earnings earned but not yet paid out to you.
- d. You agree to release us from and not to make any claims against us arising from Co-Authored Content. You agree that all claims arising from Co-Authored Content shall be made against the Creator(s) who posted Co-Authored Content or appeared in the Co-Authored Content (as applicable).

17. What are the fees that we charge Creators for the use of PrestoColor?

We charge a fee to you of twenty per cent (20%) of all Fan Transaction made to you (exclusive of any Tax of the Fan Transaction) (called Our Fee). The remaining eighty per cent (80%) of the Fan Transaction (exclusive of any Tax of the Fan Transaction) is payable to you (called "Creator Earnings"). Our Fee includes our costs of providing, maintaining and operating PrestoColor and storing your Content. Our Fee is deducted from the Fan Transaction, and Creator Earnings are paid to you in the way described in the section 18 below.

18. Payouts to Creators:

- a. In order to earn or receive payment of any revenues hereunder, Creator must at all times have an active Creator Account at PrestoFans. We do not owe Creator for any revenues that may be associated with Creator's Content during any period in which Creator do not have a valid method of payment.
- b. All Fan Transactions will be received by PrestoConnect, we will ensure that PrestoConnect, acting as our payment provider, will collect the Fan Transaction and pay Our Fee (refer to section 17) on the Fan Transaction to PrestoColor.
- c. PrestoColor will pay the Creator Earnings (refer to section 17) to your bank account or the bank account of a corporate entity in which you are a Person with Majority Control (see section 2(a)). We will only pay to the bank account number which match with the contact person name in the 'Account Settings' of the creator portal.
- d. We will calculate the Creator Earnings and pay to Creator with
 - i. Malaysia Bank Account every week, without minimum payout amount.
 - ii. Oversea Bank Account every month, with minimum payout amount RM400.Payment day will depend on the joined date of the Creator. Besides, Creator do not require to submit any withdrawal request to us.
- e. The amount that you see in your 'Revenue Report' in your creator account is your Creator Earnings at the relevant time. All Fan Transactions and Creator Earnings in the report or creator portal are shown in MYR only.
- f. If a Fan successfully seeks a refund or chargeback from their credit card provider in respect of a Fan Transaction, we may investigate and decide to deduct from your account an amount equal to the Creator Earnings earned by you on the charged-back or refunded amount.

19. Circumstances in which we may withhold Creator Earnings:

- a. We may withhold all or any part of the Creator Earnings due to you but not yet paid out:
 - i. if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service;
 - ii. if you attempt or threaten to breach any part of the Terms of Service in a way which we think has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
 - iii. if we suspect that all or any part of the Creator Earnings result from unlawful activity, either by you or by the Fan who made the Fan Transaction resulting in the Creator Earnings, for as long as is necessary to investigate the actual, threatened or suspected breach by you or the suspected unlawful activity (as applicable). If following our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted or threatened to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User), and/or (iii) the Creator Earnings result from unlawful activity, we may notify you that you have forfeited your Creator Earnings.
- b. We shall not have any responsibility to you if we withhold or forfeit any of your Creator Earnings where we have a right to do so under these Terms of Use for Creators.
- c. If we are withholding all or any part of the Creator Earnings due to you and we determine that part of the Creator Earnings withheld by us is unrelated to breaches by you of the Terms of Service or suspected unlawful activity, then we may pay to you the part of the Creator Earnings which we determine to be unrelated to breaches by you of the Terms of Service or suspected unlawful activity. However, you agree that if we consider that your breach(es) of the Terms of Service has or may cause us loss, we may withhold all Creator Earnings due to you but not yet paid and we may set off such amounts against any losses suffered by us.
- d. If once we have finished our investigation, we determine that Creator Earnings are forfeited, we will use our best efforts to return any Fan Transactions which resulted in forfeited Creator Earnings to the relevant Fans who paid such Fan Transactions.

20. Promoting Tax compliance:

- a. General:
 - i. We recommend that all Creators seek professional advice to ensure you are compliant with your local Tax and SST rules, based on your individual circumstances.
 - ii. By using PrestoFans as a Creator, you warrant (which means you make a legally enforceable promise) that you have reported and will report in the future the receipt of all payments made to you in connection with your use of PrestoColor to the relevant Tax authority in your jurisdiction, as required by law.
 - iii. By using PrestoFans as a Creator you warrant (which means you make a legally enforceable promise) that you will at all times comply with all laws and regulations relating to Tax which apply to you. If, at any point whilst you have an PrestoFans account, any Tax non-compliance occurs in relation to you (including a failure by you to report earnings or the imposition on you of any penalty or interest relating to Tax) or if any litigation, enquiry, or investigation is commenced against you that is in connection with, or which may lead to, any occurrence of Tax non-compliance, you agree that you will:
 1. notify us by email to coloursupport@prestouniverse.com in writing within 7 days of the occurrence of the Tax non-compliance or the commencement of the litigation, enquiry or investigation (as applicable); and
 2. promptly provide us by email to coloursupport@prestouniverse.com with:
 - a. details of the steps which you are taking to address the occurrence of the Tax non-compliance and to prevent the same from happening again, together with any mitigating factors that you consider relevant; and
 - b. such other information in relation to the occurrence of the Tax non-compliance as we may reasonably require.
 - iv. For the avoidance of doubt, you are responsible for your own Tax affairs and PrestoColor is not responsible or liable for any non-payment of Tax by Creators.
 - v. We reserve the right to close your PrestoColor account if we are notified of or become aware of any Tax non-compliance by you.
- b. Malaysia SST and Malaysia established Creators:
 - i. For the purposes of Malaysia SST only, Creators are treated as providing their services to PrestoColor, rather than to Fans directly.
 - ii. If you are a Creator registered for Malaysia SST: You will be treated, for SST purposes, as charging PrestoColor your Creator Earnings (80% of all and any Fan Transactions), together with Malaysia SST at the prevailing rate in force at the time of the Fan Transaction.

21. Promotion usage

PrestoColor may make promotional offers or competitions reward, which may include different features and different rates in its sole discretion, to any Creators (“Promotional Offers”). Promotional Offers and Competitions Reward are subject to these Terms of Use for Creators are only valid as indicated in the offer or reward. A Creator must have a valid Presto Account with a valid form of accepted payment on file to take advantage of a promotional offers or competitions reward. Only one Creator Account for each Creator can be used to participate per offer or competition.

- a. To participate in promotional offers or competitions reward, you agree that
 - i. may only be used by the intended Creators, for the intended purpose, and in a lawful manner;
 - ii. cannot be redeemed for cash or cash equivalent;
 - iii. may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by PrestoColor
 - iv. are subject to the specific terms that PrestoColor establishes for such promotional offer;
 - v. may only be applied if all qualifying conditions are met; and
 - vi. are not valid for use after the date indicated in the offer.
- b. For promotional offers or competitions reward available only to new Creators, Creators will not be entitled to receive the offer or reward if we have a record of their name, email, phone number or device having been used for a prior PrestoColor promotion, competition or being linked to an existing active or inactive PrestoColor account. Offers or Rewards cannot be applied retroactively for prior participation and cannot be combined unless otherwise indicated.
- c. You agree we may change the terms and conditions of a promotional offer or competition reward terminate. expire, withhold, deduct, limit, or modify an offer or reward at any time for any reason.
- d. We reserve the right to withhold or deduct credits, benefits or reward obtained through a promotion in the event or competition.
- e. If we determine or believes that the redemption of the promotion or competition of the credit, benefit or reward was in error, fraudulent, illegal, or in violation of the applicable promotion or competition terms or these Terms of Use for Creators. PrestoColor reserves the right to modify or cancel an offer or reward at any time. The offer or reward redeeming Creator is responsible for paying any applicable sales tax related to the use of an offer or reward.
- f. We shall not be liable for any financial loss arising out of the refusal, cancellation or withdrawal of any promotion or competition or any failure or inability of a Creator to take advantage of a promotion or competition for any reason.

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