



This T&C is effective on 1st November, 2025

RULES & REGULATIONS

1. MEMBERSHIP REGISTRATION

All registered Independent Members of KWS Global Products (hereinafter referred as KWS). Applicants must be at least 18 years old and comply with KWS Membership Rules & Regulation and local government compliances.

- 1.1 To be a KWS Member, you must fill up the Membership Application Form and agree to abide by the code of ethics. Valid membership is required for participation in KWS Rewarding Programme.
- 1.2 KWS upholds our Members' privacy rights in accordance with Personal Data Protection Act (PDPA). The company may collect, use, and disclose your personal data in compliance with PDPA.
- 1.3 KWS is not responsible for any marketing and promotional content that is disseminated through unofficial KWS platforms. Members are deemed to have consented to receive the marketing and promotional contents within the community via mass communications channels on instant messaging group and group messaging. Members may opt out of receiving at any time by leaving the communication channels or groups.
- 1.4 Membership is valid for two (2) years from the date of activation. If the Member makes a purchase using their Member ID during the membership year, the validity will be automatically extended for another.
- 1.5 If a Member does not make any purchase within two years, the membership shall become inactive. To terminate the membership entirely, the Member must submit a written request. KWS reserves the right to accept or reject such requests, and its decision shall be final.
- 1.6 Members are not allowed to change your upline after your membership has been activated.
- 1.7 Member must ensure that the identification number provided in the Membership Application Form is valid. If the identification number is found to be invalid, the membership shall be deemed as invalid immediately.
- 1.8 If spouses are both member of KWS, they must join under the same membership or maintain a sponsor-downline relationship.
- 1.9 In cases where there are duplicate memberships, the Company will terminate the membership with later join date, regardless of rank or other relevant factors

2. Membership Termination and Suspension

- 2.1 A Member may voluntarily terminate their membership after two years by notifying both their Sponsor and KWS in writing, stating their full name, Member ID, and reason(s) for termination. KWS reserves the right to accept your re-registration and its decision is final.
- 2.2 Upon termination, whether voluntary or otherwise:
 - 2.2.1 The Member shall immediately cease to represent themselves as a Member of KWS.
 - 2.2.2 All rights to commissions, bonuses, and downline organizations shall be irrevocably forfeited. (Commissions already earned prior to termination remain payable, unless otherwise forfeited due to violations.)
 - 2.2.3 KWS shall have no liability to compensate the Member for loss of income, goodwill, or business opportunity.
- 2.3 KWS reserves the right, at its sole and absolute discretion, to suspend or terminate any membership at any time if the members are violated the Member Agreement, Rules and Regulation, rewarding program or applicable business laws. KWS may also pursue legal action to recover the any losses, including the cost of arbitration, court costs and legal fees.

3. Responsibilities of Member

- 3.1 Members must comply with all applicable laws and regulations, including but not limited to the Direct Sales and Anti-Pyramid Scheme Act 1993 (Malaysia).
- 3.2 Members must conduct themselves with honesty and integrity and shall not engage in any conduct that is fraudulent, deceptive, misleading, or harmful to the KWS business or reputation.
- 3.3 Usernames, passwords, and other access credentials are strictly personal and non-transferable. Members remain fully responsible for all activities conducted under their accounts.



4. Commissions and Bonuses

- 4.1 All commissions and bonuses are calculated strictly in accordance with the official Compensation Plan.
- 4.2 KWS reserves the right to withhold, suspend, or adjust commissions and bonuses in the event of suspected fraud, breach of this Agreement, policy violation, clerical error, or technical malfunction.
- 4.3 Members acknowledge and agree that all payments are subject to tax obligations, statutory deductions, and regulatory compliance.

5. Transfer of Membership and Inheritance

- 5.1 Membership is non-transferable by commercial or non-commercial transactions, except in the case of inheritance.
- 5.2 Members rights and benefits under the rewarding program can be inherited to a designated beneficiary.
- 5.3 KWS will hold the final decision regarding the heir and successor arrangement and membership rights.

6. Prohibited Activities

- 6.1 Member is strictly prohibited to sell KWS products directly to customers through mass communication channels, including websites, social media platform, blog, e-commerce platform or any other unauthorized sales channel.
- 6.2 Members shall not use the Company's name, logos, trademarks, service marks, or intellectual property without prior written consent.
- 6.3 Members are prohibited from:
 - 6.3.1 Disseminating false or misleading information;
 - 6.3.2 Engaging in spam, unsolicited communications, or unauthorized marketing;
 - 6.3.3 Making claims inconsistent with the Company's official literature.



7. General Provisions

- 7.1 Member must keep their personal information up to date in "Member Profile" to prevent discrepancies in communications or delivery.
- 7.2 KWS reserves the rights to make changes to the product prices and BV according to market conditions.
- 7.3 KWS reserves the rights to amend the Rules and Regulations at its sole discretion, without prior notice.
- 7.4 The right of final interpretation of the above terms belongs to KWS.



Terms & Condition of Use

1. Eligibility

By using the KWS website, you agree to comply with these Terms. If you are under 18 years old, you may only access our website with parental/guardian consent.

2. Rewarding Account

A Rewarding Account is created upon successful registration. Members are responsible for maintaining the confidentiality and accuracy of their accounts. KWS reserves the right to suspend access without prior notice.

3. Products and Packaging

Products and packaging may be improved from time to time. Images on the website are for illustration purposes only, and actual products may vary slightly.

4. Exchange and Refund Policy

Products may be returned within 10 business days if defective, incorrectly delivered, or for other valid reasons.

4.1.1 Returned products must be in original packaging with a valid tax invoice.

4.1.2 Refunds for non-defective returns will incur an administration fee of RM50 and 1.5% credit card processing charges, deducted from the refund.

4.1.3 Refund processing may take up to 3 weeks.

4.1.4 For defective or incorrect goods, no fee shall be imposed.

4.1.5 KWS reserves the right to withdraw bonuses or adjust ranks where necessary following refunds or cancellations.



5. Order Cancellation and Amendment

- 5.1.1 Orders may be cancelled or amended on the same day of purchase (by 23:59, GMT+8).
- 5.1.2 Delivery address may be changed once before shipment.
- 5.1.3 Cancellation fee: RM50.
- 5.1.4 KWS reserves the right to cancel, withdraw bonuses, or adjust Member rank following cancellations.

Personal Data Protection Policy

1. Collection and Use of Data

- 1.1 KWS may collect, use, and disclose personal data for purposes including:
- 1.2 Membership registration and account maintenance;
- 1.3 Product purchases, fulfilment, and delivery;
- 1.4 Calculation of commissions, rebates, and bonuses;
- 1.5 Communication of promotions and events;
- 1.6 Legal compliance, investigations, and regulatory obligations.

2. Retention

Personal data will be retained for the duration of active membership and up to seven (7) years thereafter, unless required longer by law (e.g., tax/accounting).

3. Security

- 3.1 KWS does not store credit card details.
- 3.2 Payments are processed by secure third-party processors (PCI-DSS compliant)
- 3.3 Members may request deletion or anonymization of personal data upon termination, subject to legal retention requirements.

4. Governing Version

In case of inconsistencies between the English and translated versions, the English version shall prevail.