

User Agreement

Grab Buyer Protection Program

This user agreement will be effective for all users eligible for the Grab Buyer Protection Program as of June 9, 2021.

Important – please read these terms carefully. By using the Service (as defined below), you agree that you have read, understood, accepted and agreed with the terms of this User Agreement. You further agree to the representations made by yourself below.

The User Agreement stated herein (collectively, the “User Agreement” or this “Agreement”) constitute a legal agreement between you (the “User”) and GPAY NETWORK (S) PTE. LTD. (“GrabPay”).

The Grab Buyer Protection program is a limited-time campaign that is applicable only to eligible purchases between June 9, 2021 to August 4, 2021 from participating merchants (the “Merchant”) via GrabPay credits and Grab PayLater in the online merchant checkout flow.

If you are directly notified by us on Buyer Protection, you are automatically enrolled in this program. Under the Buyer Protection Program, when you make purchases from any one of the participating merchants, you may be eligible for a reimbursement for the full purchase price of the item plus the original shipping costs you paid, if any. The purchase is eligible for reimbursement should you encounter the following:

1. You did not receive your item from the Merchant (referred to as an "Item Not Received" claim), or
2. You received an item, but the item isn't what you ordered (referred to as a "Significantly Not as Described" claim).

The Grab Buyer Protection Program also extends to cover exceptional cases of unauthorized transactions which occur as a result of a platform-wide security breach, as identified by GrabPay in its sole discretion.

Your Grab account must be in good standing and determination of your account standing is at the sole discretion of GrabPay. GrabPay shall determine, in its sole discretion, whether your claim qualifies for the Buyer Protection program. GrabPay's determination is considered final, and any appeals relating to GrabPay's decision shall not be entertained after the outcome of your claim is communicated to you by GrabPay.

Grab reserves the sole and absolute right to alter or terminate this Program, without giving prior notice, or compensation in cash or in kind.

Item Not Received Claims

If your purchased item is not received within the confirmed delivery timeline provided by the Merchant, and should the complaint not be resolved by the Merchant in accordance with the Merchant's dispute resolution policy, you can make an Item Not Received claim with GrabPay within 14 days after your last correspondence with the Merchant. You are required to produce all documentary proof to GrabPay on the agreed delivery timeline, and the relevant correspondence with the Merchant after you notify the Merchant regarding the non-delivery.

Your claim will not qualify for a refund under the Grab Buyer Protection program for an Item Not Received claim if:

1. You collect the item in person, or arrange for it to be collected on your behalf, or
2. The Merchant has provided proof of shipment or proof of delivery; or
3. For any other reason that GrabPay deems inappropriate as to qualifying under an Item Not Received Claim.

If the Merchant presents evidence that they delivered the goods to your address, GrabPay may find in favor of the Merchant for an Item Not Received claim even if you claim you did not receive the goods.

Significantly Not As Described Claims

Should the complaint not be resolved by the Merchant in accordance with the Merchant's dispute resolution policy, you are required to submit a claim for your purchase within 14 days after your last correspondence with the Merchant for a Significantly Not As Described claim. An item may be considered Significantly Not As Described if:

1. You receive a completely different item from what you ordered
2. The item is materially different from what was advertised at the point of purchase
3. The item was advertised as authentic, but is not authentic (i.e. counterfeit)
4. The item was materially damaged during shipment
5. The item had missing major parts or components and those facts were not disclosed in the description of the item at the point of purchase
6. You purchased a certain number of items but didn't receive them all.

An item is not considered to be "significantly not as described" if:

1. The item was reasonably and prominently as described at the point of purchase
2. The item was properly described, but did not meet your expectations
3. You had a change of mind, for example the items as properly described but you didn't want it after you received it, or

4. For any other reason that GrabPay deems inappropriate as to qualifying under a Significantly Not as Described item.

All items Significantly Not As Described claims are subjected to the Merchant's refund / dispute policy. For example, if at the point of purchase, the Merchant states that a strictly no-refund policy is applicable, and you sighted and acknowledged the policy by completing the purchase, your claim would not be valid.

Limitations

The Grab Buyer Protection program will not cover transactions claimed under "Items Not Received" or "Significantly Not As Described" for the following scenarios:

- The disputed transaction was completed via other payment method that is not GrabPay credits or PayLater
- More than one claim has been made and approved (i.e you have received a refund) for the single disputed transaction with any party, including GrabPay and the Merchant
- The disputed transaction is for GrabPay wallet funding or purchase of in-app digital goods
- You have not attempted to resolve the dispute directly with the Merchant
- Your purchased item is found on the list of Ineligible Items and Transactions under the Grab Buyer Protection program, or
- Any other scenario that GrabPay deems reasonable and appropriate from time to time.

Ineligible Items and Transactions

Payments for the following are not eligible for reimbursement under "Items Not Received" or "Significantly Not As Described":

- Real estate, including residential property.
- Financial products or investments of any kind.
- Businesses (when you buy or invest in all or part of a business).
- Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats.
- Significantly Not as Described claims for wholly or partly custom-made items or items picked up in person.
- Donations including payments on crowdfunding platforms.
- Items prohibited by the GrabPay Terms of Service.
- For Item Not Received claims, items which you collect in person or arrange to be collected on your behalf, including items bought in a merchant's store location.
- Industrial machinery used in manufacturing.
- Anything purchased from, or an amount paid to, a government agency.
- Stored value items such as gift cards and prepaid cards.
- Gambling, gaming and/or any other activity with an entry fee and a prize.
- Personal payments.

- Payments sent using GrabPay to any bill payment service.
- Items intended for resale, including single item transactions or transactions that include multiple items.
- Any item purchased via a merchant not listed as a participating Merchant of the Buyer Protection program.
- Any other scenario that GrabPay deems reasonable and appropriate from time to time.

Eligibility

To be eligible for Grab Buyer Protection you must meet all of the following requirements:

- Have a Grab account in good standing.
- For “Items Not Received” and “Significantly Not As Described”, purchase the item from an online Merchant onboarded directly by GrabPay (gateway sub merchants are not included), and listed as a participating merchant using GrabPay Credits in the Merchant checkout flow
- Attempt to contact the Merchant to resolve your issue directly before filing a claim under Grab Buyer Protection.
- Respond to GrabPay’s request for documentation and other information within the time requested.
- Not have received a recovery or agreed to an alternative resolution related to your purchase from another source. You will not be eligible for the Grab Buyer Protection program if you have an ongoing chargeback or service-level dispute with GrabPay or the merchant.

Dispute Resolution Process

For claims under “Items Not Received” and “Significantly Not As Described”, if you are unable to resolve a transaction-related issue directly with a Merchant, you must follow our dispute resolution process through our Grab App Help Centre to pursue a claim under our Buyer Protection program. You may also file a claim (Step 2 below) by calling us and speaking to an agent. The steps you must follow are described below, and if you do not follow these steps your claim may be denied:

Step 1: Attempt to resolve directly with the Merchant based on the Merchant’s own dispute / refund policy. GrabPay does not hold any liability over the Merchant’s own dispute and refund policies. Should the resolution be unsatisfactory, you must contact GrabPay within 14 days after the last correspondence from the Merchant.

Step 2: Respond to GrabPay’s requests for documentation or other information, based on the type of claim you are escalating to GrabPay. GrabPay may require you to provide receipts, third party evaluations, written correspondences with the Merchant or other documents that GrabPay specifies. You must respond to these requests in a timely manner as requested in our correspondence with you.

Step 3: Comply with GrabPay’s shipping requests in a timely manner, if you’re filing a Significantly Not as Described claim. GrabPay may require you, at your expense, to ship the item back to the Merchant, to GrabPay or to a third party (which will be specified by GrabPay) and to provide proof of delivery.

Step 4: GrabPay will make a final decision (including automatically closing any dispute or claim), in its sole discretion, based on the coverage and eligibility requirements set forth above, any additional information provided during the online claim resolution process or any other information GrabPay deems relevant and appropriate under the circumstances.

In the event that GrabPay makes a final decision in favour of you or the Merchant, each party must comply with GrabPay's decision.

If GrabPay finds in favour of you, GrabPay will reimburse you for the full purchase price of the item and original shipping costs (if applicable).