

## **Buyer TnCs**

THE BUYER AGREES THAT USE OF THIS WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW AND AS UPDATED FROM TIME TO TIME. WEBSITE OWNER ONLY GRANTS ACCESS TO THE SERVICES ON THE WEBSITE OWNED BY THE WEBSITE OWNER OR PART THEREOF IF THE BUYER AGREES TO THE APPLICABLE TERMS AND CONDITIONS. BY USING AND CONTINUING TO USE THIS WEBSITE THE BUYER HAS AGREED TO OBSERVE ALL TERMS AND CONDITIONS OF USE FOR THE WEBSITE. BY USING THIS WEBSITE AND ENTERING INTO THIS AGREEMENT YOU ARE WARRANTING THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY. THE WEBSITE OWNER RESERVES ITS SOLE RIGHT AND DISCRETION TO DECIDE WHETHER YOU MAY BECOME AND CONTINUE TO BE A BUYER AT THIS WEBSITE.

THESE TERMS AND CONDITIONS APPLY TO BUYERS ONLY. SELLERS ARE BOUND BY SELLER'S TERMS AND CONDITIONS.

### **DEFINITION**

*'AGREEMENT'* means these terms and conditions for the WEBSITE made available on this WEBSITE as amended from time to time and shall include all addendums, appendixes, annexures, codes, guidelines and policies referred to herein;

*'BUYER'* means any buyer registering/subscribing (with or without payment), as required by WEBSITE OWNER, to the SERVICES available on this WEBSITE who is subject to this AGREEMENT and 'You' or 'Your' wherever found in this AGREEMENT shall also mean the BUYER;

*'CREDIT'* means the credits described in this AGREEMENT and as set out in Appendix 2;

*'DATA PROCESSING AGREEMENT'* means the Data Processing Agreement incorporated into this AGREEMENT at [Appendix 5](#);

**'FEE'** means WEBSITE SALES LEAD FEE, FLAT RATE FPX SERVICE CHARGES, PAYMENT GATEWAY SERVICES CHARGES, HAT FEE and other payments due and payable for each TRANSACTION under the respective SERVICES offered by WEBSITE OWNER to BUYERS and/or SELLERS and all of the fees cumulatively, (which are over and above the SUBSCRIPTION CHARGES) as set out in [Appendix 2](#) and as amended from time to time;

**'MARKET PLACE'** means the online service made available on this WEBSITE for listing and promoting services and products made available by SELLERS

**'MATERIAL'** means the information, content or advertisements contained on, distributed through, or linked, downloaded or accessed from or through the SERVICES provided by BUYERS, SELLERS and/or third parties (other than the WEBSITE OWNER'S proprietary information);

**'PAYMENT GATEWAY SERVICES'** or **'PGS'** means the online payment gateway services provided by an approved third party service providers and made available on the WEBSITE that facilitates WEBSITE OWNER to process TRANSACTIONS between BUYERS and SELLERS or between the parties and us, in Malaysia Ringgit currency (MYR) in large extent and securely and/or such other equivalent payment services made available on the WEBSITE as described in Appendix 2;

**'PAYMENT GATEWAY SERVICES AGREEMENT'** or **'PGS AGREEMENT'** means the agreement entered into between the WEBSITE OWNER and the PAYMENT GATEWAY SERVICES PROVIDER for the purposes of regulating the PAYMENT GATEWAY SERVICES;

**'PAYMENT GATEWAY SERVICES CHARGES'** or **'PGS CHARGES'** means the fee payable to the PAYMENT GATEWAY SERVICES PROVIDER for PAYMENT GATEWAY SERVICES per TRANSACTION as defined in Appendix 2;

**‘PAYMENT GATEWAY SERVICES PROVIDER’** or **‘PGS PROVIDER’** means the approved third party providing the PAYMENT GATEWAY SERVICES for the WEBSITE and to the WEBSITE OWNER for each TRANSACTION;

**‘PRODUCTS’** shall include products, services, information, advertisement or other material offered, sold, provided, uploaded, downloaded, requested, purchased or obtained by You or other parties through the SERVICE on the WEBSITE;

**‘SELLER’** means any user who carries on business as a supplier of PRODUCTS in Malaysia and registering/subscribing (with or without payment), as required by WEBSITE OWNER, to the SERVICES made available on this WEBSITE who is subject to this AGREEMENT;

**‘SERVICE’** means any online service made available by the WEBSITE OWNER on the WEBSITE as listed in Appendix 1 from time to time, that BUYERS, SELLERS and/or third parties may use according to the requirements set out in this AGREEMENT;

**‘SUBSCRIPTION CHARGES’** means the fee chargeable by WEBSITE OWNER for BUYER’s and SELLER’s registration/subscription to the WEBSITE as set out in Appendix 2;

**‘TRANSACTION’** means the individual exercises entered into in respect of the PRODUCTS, between BUYER and SELLER or each of them with the WEBSITE OWNER, using the SERVICES on the WEBSITE;

**‘TRANSACTION PRICE’** means the aggregate of the listed price of the PRODUCT procured by the BUYER and payable by the BUYER to the SELLER or the parties to us;

**‘WEBSITE’** means website known as LAPASAR found at [www.lapasar.com](http://www.lapasar.com) and all subpages thereof excluding links to external sites;

**'WEBSITE OWNER'** means **TENDERIN SDN BHD** (1198228-D) a company registered in Malaysia under Companies Act 2016 with registered address at No18-3, Jalan PJU 8/5C, Damansara Perdana, 47820 Petaling Jaya, Selangor and business address at No. 27, 3<sup>rd</sup> Floor, Jalan LGSB 1/2, Pusat Komersial LGSB, Off Jalan Hospital Sg.Buloh, 47000 Sg.Buloh, Selangor and "we", "our" or "us" in this AGREEMENT shall mean 'WEBSITE OWNER' as well;

**'Your DATA'** means information relating to You limited to that the BUYER, the SELLER or a trading partner, or other data sources, provide or send on or to the WEBSITE or WEBSITE OWNER, in the course of using the SERVICES including TRANSACTION details, exchanges, customer and supplier information, PERSONAL DATA, marketing, technical, PRODUCT, sales, profile information and other related information.

## **INTERPRETATION**

- a) The titles and headings of the sections in this AGREEMENT are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this AGREEMENT;
- b) A reference to legislation or a provision of legislation includes amendment or re-enactment of the legislation, provisions substituted for, statutory instruments and regulations issued under the legislation;
- c) 'Person' wherever used in this terms and conditions shall refer to a corporate or in the context an authorised person of the corporate who shall be a person of legal age and sound mind;
- d) Reference to "party" shall mean BUYER or SELLER as the case maybe and reference to 'parties " shall mean all of the above persons;
- e) Reference to a time and date concerning the performance of any obligation by a party is a reference to the time and date in Malaysia;
- f) Reference to 'day' shall mean a day in the Gregorian calendar and reference to 'working day' shall mean a day not being Saturday or Sunday or a public holiday when banks are open for business in Kuala Lumpur; and
- g) Where used herein, the singular number shall include the plural and vice versa.

## **GENERAL TERMS**

1. WEBSITE OWNER reserves the right to amend these terms and conditions and this AGREEMENT at any time with or without notice. Unless stated otherwise the amended terms and conditions will be effective immediately upon posting. The BUYER remains at all times responsible for ensuring that it is aware of the current terms and conditions of use. Continued use of the WEBSITE constitutes the BUYER's acceptance of the amended terms and conditions and this AGREEMENT. If You do not agree with the terms and conditions herein, then do not use this WEBSITE.
2. Use of the WEBSITE and the SERVICES occurs, not limited to, when You access any page to register/subscribe as an BUYER on the WEBSITE, transact on the SERVICES provided by WEBSITE OWNER, placing an order through the MARKET PLACE or submit any content to promote Your company or a request for reference, access any advertisement or when You exchange, store or access any information on the WEBSITE and use and/or participate in any TRANSACTIONS including but not limited to that of MARKET PLACE for the PRODUCTS, setting workflows, using the MATERIAL or other information contained in this WEBSITE.
3. BUYER accepts full responsibility for its use of and/or participation in the WEBSITE, the SERVICES and any TRANSACTIONS.
4. You may access the SERVICES only for Your personal non-commercial use. You may not access the SERVICES for the purpose of bringing an intellectual property infringement claim against WEBSITE OWNER or for the purpose of creating a product or service competitive with the SERVICES. You hereby agree to implement necessary internal controls to comply with the terms and conditions of this WEBSITE.
5. WEBSITE OWNER shall not be considered as a party to any TRANSACTION and does not represent SELLER or BUYER in any TRANSACTION.

## GENERAL SUBSCRIPTION

6. Each BUYER intending to use the SERVICES shall register/subscribe (with or without payment) on the WEBSITE and to the SERVICES as required by us.
7. Unless otherwise stated in Appendix 2, any subscription to the WEBSITE shall constitute one user licence only entitling access by one designated representative only. BUYER shall select and we shall assign a unique username and password for each subscription. Using the username and password, BUYER is then allowed to access the WEBSITE and the SERVICES. We may at our sole discretion limit, deny or create different level of access to and the use of any SERVICES (or any features within) by a BUYER or SELLER. No warranty or representation is given that the same type and extent of SERVICES, benefits, features and functions will be available to all registered subscribers.
8. Where relevant, SUBSCRIPTION CHARGES applicable currently shall be published here in [Appendix 2](#) and shall be payable in advance in the manner set out in Appendix 2. SUBSCRIPTION CHARGES may change from time to time and will be published before the changes are effective.
9. For the avoidance of doubt, the SUBSCRIPTION CHARGES are not refundable in any event and under any circumstances whatsoever.
10. The SUBSCRIPTION CHARGES due and payable under this AGREEMENT shall be made within fifteen (15) days (or such other period notified in writing by WEBSITE OWNER) of issuance of notice to pay by us to BUYER or as specified in Appendix 2.
11. All late payments shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less).
12. As provided in these terms and conditions, in the event of default in payment we reserve the right to terminate this AGREEMENT in whole or part and thereafter at any time, cancel any registration/subscription without notice. We shall not be liable for any

loss or damages as result of such termination cancellation or suspension even if such losses or damages are brought to our attention.

## **SERVICES**

13. From time to time we may make available SERVICES (as listed in [Appendix 1](#)) to BUYERS which shall be subject to separate terms and conditions in addition to the terms herein including additional restrictions, limitations and prohibitions as well as penalties for any violations.
14. The parties shall be responsible to refer to the current applicable terms and conditions imposed for every TRANSACTION and each PRODUCT on the WEBSITE by the BUYER, SELLER or the WEBSITE OWNER respectively as the case maybe.
15. The TRANSACTION PRICE for every TRANSACTION shall be stated on the WEBSITE and shall be payable in full by the procuring party. We reserve the right to amend the TRANSACTION PRICE listed at any time without giving any reason or prior notice.
16. You acknowledge that the WEBSITE may also contain advertisements from us, BUYERS, SELLERS and other third parties. The BUYER will be bound additionally by the advertiser's terms and conditions.
17. The SERVICES are only available to parties upon registration/subscription to the WEBSITE. If Your subscription expires or is early terminated for any reason, You are not eligible to use the SERVICES. In the event that You have a valid ongoing TRANSACTION under this AGREEMENT whilst subscription is terminated, We shall have the full discretion and authority to unwind the TRANSACTION as it is considers appropriate.
18. Each of the BUYER and SELLER has final responsibility for all decisions regarding the management of its subscription to the WEBSITE and operation of each individual TRANSACTIONS in the course of procuring, participating or accessing the WEBSITE and the SERVICES and there shall be no recourse to the WEBSITE OWNER for any loss or damage suffered as a result of such decisions.

19. Parties can only cancel any transaction according to our [CANCELLATION POLICY](#).  
Please click on this hyperlink to access our cancelation policy.

## **FEES AND CHARGES**

20. Over and above SUBSCRIPTION CHARGES, the BUYER and SELLER maybe subjected to pay the relevant FEE to the WEBSITE OWNER for using the SERVICES and for each individual TRANSACTION.

21. The FEE applicable currently shall be published here in [Appendix 2](#) and shall be payable in the manner set out in Appendix 2. FEES may change from time to time and will be published before the changes are effective.

22. The FEES charged by us do not include any charges for any service or product that You may acquire or purchase in connection with the TRANSACTION. It shall be Your responsibility to settle the fees with such third party vendors if any.

23. Payment of any FEE due and payable under this AGREEMENT shall be made within period subscribed in Appendix 2 and in any event no later than fifteen (15) days (or such other period notified in writing by WEBSITE ONWER) of issuance of notice to pay by us to BUYER or SELLER as the case maybe, or as specified in Appendix 2. The WEBSITE OWNER shall have the right to set off or deduct from the FEE paid, any indebtedness owing to WEBSITE OWNER (including for outstanding FEES), without liability to BUYER or SELLER.

24. Late payments shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less).

25. For the avoidance of doubt, the FEES are not refundable in any event and under any circumstances whatsoever.



## WHEN USING THE SERVICES

26. You agree to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use of the SERVICES and/or access to the WEBSITE, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and You are deemed to be aware of and bound by any changes to the foregoing upon their publication on the WEBSITE. The BUYER remains at all times responsible for ensuring that it is aware of the current guidelines, notices, operating rules, policies and instructions.
27. We shall endeavour to take all reasonable steps to protect the BUYER, SELLER, WEBSITE OWNER, WEBSITE and/or SERVICES and we reserve our rights to refuse any request to use, remove any access to, disapprove and block any use or attempt to use the SERVICES if it may result in any potential confidentiality, security, legal risk or other risks.
28. Without limiting the above, You agree and undertake to
- a. not misuse the SERVICES, the WEBSITE or the property of the WEBSITE OWNER;
  - b. not interfere with the SERVICES or try to access them using a method other than the interface and the instructions that we provide;
  - c. not engage in any unethical behaviour during participation in any SERVICES including misusing the vendor rating powers, requesting quotation for inappropriate items or services or non-serious purchase interests on MARKET PLACE;
  - d. use the SERVICES only as permitted by law and regulations and not attempt to publish, distribute or prepare derivative works, copy or reverse engineer the SERVICES;
  - e. not upload, post, email, transmit or otherwise or make available any MATERIAL that
    - i. is obscene libellous fraudulent unlawful harassing;
    - ii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- iii. is unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose or upload, post, email, or transmit the same message, URL, or post multiple times or take any action that imposes an unreasonable disproportionately large load on the SERVICES; or
  - iv. contains software viruses , bugs, cancel bot, worm, Trojan horses or any other computer code, files or programs designed to interrupt, maliciously interfere, destroy or limit the functionality of any computer software or hardware, systems or telecommunications equipment;
- f. not use the WEBSITE or SERVICES for MATERIAL or PRODUCTS including the following:
- i. Any form of drugs that require prescription or mood altering substances that can put consumers at risk;
  - ii. Tobacco or cigarette related products inclusive of e-cigarettes and its components;
  - iii. That which encourages political or racial elements and hate provoking elements;
  - iv. Goods that are stolen or does not belong to the SELLERS;
  - v. Weaponry which includes firearms and all categories of products that are considered weapons illegal to be owned by general civilians or repugnant to civil society;
  - vi. That which is infringing a third party's rights, pornographic or obscene materials, products or services; or
  - vii. Other products or materials not permitted by law and regulation in Malaysia or not ordinarily used on such online services; and
- g. not use or cause the SERVICES to be used in connection with any structure similar to a pyramid schemes, multilevel marketing or get rich quick schemes, any currency exchange or any international forex activities or involves any bribery, corruption, fraud, dishonesty, anti-competitive or other similar activities

and in any such event You agree and acknowledge that we may terminate, suspend or cancel the Your account, the SERVICES or any part thereof at any time without prior notification and will not liable whether to BUYER, SELLERS or any third parties for any losses or damages even if such loss and damages are brought to our attention.

29. You agree and undertake that You shall be responsible for the safekeeping of the username and password provided, which shall not be shared with anyone other than the designated representative(s) identified by the BUYER during registration or as set out in Appendix 2.
30. You shall report immediately to the WEBSITE OWNER's designated representative, if You are aware of any breach of security or unauthorised access to the WEBSITE or witness practices that are inconsistent with the fair operation of the SERVICES.
31. Your account may have "hard" and "soft" usage limits, as may be notified to You from time to time. We do not permit You to exceed the hard usage limits and we reserve the right to enforce soft usage limits in our sole discretion, which may result in You receiving a "quota exceeded" notice via the SERVICES. Repeated exceeding of the hard or soft usage limits may lead to termination of Your account.
32. You acknowledge that we are unable to ensure or warrant that the WEBSITE or the MATERIAL on the WEBSITE which is largely received from You, SELLERS and third parties or information which is sent to You by SELLERS and third parties, is not free from (not limited to) software viruses , bugs, cancel bot, worm, Trojan horses or any other computer code, files or programs designed to interrupt, maliciously interfere, destroy or limit the functionality of any computer software or hardware, systems or telecommunications equipment or unsolicited unauthorised advertisements, junk or spam mail. We undertake that we shall not knowingly forward such MATERIAL to You. We shall endeavour to ensure that the integrity of our systems shall comply with standards set out in our internal policies. If You experience any difficulty or error during use of a SERVICE, You must notify us immediately, or else You waive any objection or claim relating to such difficulty or error.
33. You agree to not perform, without our advance consent, any load testing on the SERVICES, even if it is performed using test accounts.
34. Additionally we may launch, change, upgrade, impose conditions to, suspend or stop any SERVICES (or any features within the SERVICES) without prior notice and shall not be liable if any such upgrade, modification, suspension or removal prevents You from accessing the WEBSITE or any part of the SERVICES.

35. We shall have the right, but not obligation, to

- a) Monitor, screen or otherwise control any activity, content or MATERIAL on the WEBSITE and/or through the SERVICES. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action it deems appropriate;
- b) Prevent or restrict access of any BUYER or SELLER to the WEBSITE and/or the SERVICES;
- c) Report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
- d) Request any information and data from You in connection with Your use of the SERVICES and/or access to the WEBSITE at any time and to exercise our right under this paragraph if You refuse to divulge such information and/or data or if You provide or if it has reasonable grounds to suspect that You have provided inaccurate, misleading or fraudulent information and/or data.

#### **TRANSACTIONS BETWEEN BUYER SELLER AND WEBSITE OWNER**

36. Parties are hereby made aware that there may be risks of dealing with people acting under false pretences. We use several techniques to verify the accuracy of certain information a paying party provides the WEBSITE OWNER when subscribing on the WEBSITE. However, because user verification on the internet is difficult, we cannot and do not confirm each party's purported identity (including, without limitation, paying subscribers). We encourage You to use various means, as well as common sense, to evaluate the party You are dealing with.

37. Each party acknowledges that it is fully assuming the risks of conducting any TRANSACTIONS and in connection with using the WEBSITES or SERVICES, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to PRODUCTS that are the subject of the TRANSACTIONS using the WEBSITE.

38. Such risks shall include, but are not limited to, misrepresentation of PRODUCTS, fraudulent schemes, unsatisfactory quality and failure to meet specifications, defective or dangerous PRODUCTS, unlawful PRODUCTS, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents, the risks that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of PRODUCTS offered or displayed on the WEBSITES may violate or may be asserted to violate third party rights, and the risk that a party may incur costs of defence or other costs in connection with third parties' assertion of third party rights, or in connection with any claims by any party that they are entitled to defence or indemnification in relation to assertions of rights, demands or claims by third party rights claimants.

Additionally such risks also include the risks that consumers, other purchasers, end-users of PRODUCTS or others may claim to have suffered injuries or harm arising from their use of PRODUCTS or in connection with using the WEBSITES.

All of the foregoing risks are hereafter referred to as "TRANSACTION RISKS".

39. Each party agrees to provide all information and materials as may be reasonably required by us in connection with Your TRANSACTIONS conducted on, through or as a result of use of the WEBSITES or SERVICES. We have the right to suspend or terminate any party's account if the party fails to provide the required information and materials.

## **PAYMENT METHODS**

40. WEBSITE OWNER shall provide payment related services for receiving payment of funds including SUBSCRIPTION CHARGES, FEES and such other payments, if applicable, in accordance with this AGREEMENT and as set out in [Appendix 2](#).

41. The payment methods available on the WEBSITE are listed at [Appendix 2](#) and may be provided by us directly or through approved third parties including the PGS PROVIDER.

42. For each TRANSACTION, the procuring party agrees to pay the full TRANSACTION PRICE listed for the TRANSACTION to the SELLER or us as the case maybe, through the payment methods provided for by us. Parties also agree to pay the full SUBSCRIPTION CHARGES, FEES and such other payments through the payment methods provided for by us.
43. When using the PGS to submit a payment for a TRANSACTION, the payments are processed through accounts owned by PGS PROVIDER or one of its affiliates and/or a registered third party service provider acting on PGS PROVIDER's behalf. Where payments are otherwise made through the WEBSITE, such payments are processed through accounts owned by us or one of our affiliates and/or a registered third party service provider acting on our behalf. The funds are received for the SELLER or the WEBSITE OWNER, as the case maybe, in accordance with this AGREEMENT. PGS PROVIDER shall not dispose of any such fund except in accordance with our terms as agreed by SELLER and/or BUYER which are set out in this AGREEMENT and the PGS AGREEMENT.
44. The BUYER and SELLER agree that the paying party's payment obligation is fully satisfied only upon receipt of full TRANSACTION PRICE in available funds into our account. If there is any chargeback or reversal of any payment requested by a PGS PROVIDER, BUYER and SELLER agree that we have the right to refund the money so requested by the PGS PROVIDER without liability to BUYER or SELLER. In case where the parties make payments through the WEBSITE directly, and if there are any indebtedness owing to WEBSITE OWNER (including for outstanding FEES), BUYER and SELLER agree that we have the right to set off and/or deduct the indebtedness from the TRANSACTION PRICE without liability to BUYER or SELLER.
45. By using the PGS, You acknowledge and agree that PGS PROVIDER is not a bank and the PGS should in no way be construed as the provision of banking services. PGS PROVIDER is not acting as a trustee, fiduciary or escrow with respect to subscriber's funds and it does not have control of, nor liability for, the PRODUCTS that are paid for through the PGS. PGS PROVIDER does not guarantee the identity of any subscriber or ensure that a SELLER or BUYER will complete a TRANSACTION on the WEBSITE.
46. You further agree that neither SELLER nor BUYER will receive interest or other profits in relation to the PGS.

47. We will use reasonable efforts to assist You in participating in the dispute resolution process of the relevant PGS PROVIDER or the SELLOR as the case maybe. However, if the participation in the dispute resolution process is subject to additional fees, this will be at your own cost only.

## INFORMATION AND CONFIDENTIALITY

48. The WEBSITE is set up to provide a service to BUYERS and SELLERS, to extend their network, expand their business as well increase BUYERS profitability. Any information (other than Your DATA) about the processing capabilities of the WEBSITE or the SERVICES, the technology or interface features of the SERVICES, and the notices and updates sent to You by us is proprietary and confidential to us and/or other third parties who it originated from. You undertake not to use or disclose such confidential information to third parties for any purpose other than strictly for the use of the SERVICES. You agree to abide by our Data Policy and Privacy Statement (provide a link here) at all times.

49. You acknowledge that we agree not to disclose but protect, maintain and/or to use Your DATA to provide the SERVICES herein in accordance with this AGREEMENT and our Data Policy and Privacy Statement.

50. You acknowledge that Your DATA (other than sensitive data) submitted to the WEBSITE maybe publicised in certain circumstances e.g. If You are providing a business contact, that person's name, phone and email address will likely be visible to SELLERS and other BUYERS. If You are posting any information on the MARKET PLACE, You will ensure that Your DATA does not contain any sensitive information.

51. Any sensitive information that You provide to us will not be publicised. Such information may be shared with companies who work on our behalf, such as agents, service providers, licensors, data/server centres, payment processors, payment gateway agencies and/or credit agencies for the provision of the SERVICES on a need basis. Credit card, billing and payment information shall be used solely for the purposes of checking credit, effecting payment to us and servicing Your account. Such information will handled subject to legal requirements and Data Policy and Privacy

Statement ([Appendix 5](#)). You acknowledge that all BUYER's postings are not sensitive information and will be automatically forwarded to the selected SELLERS. Your response to posting will only be made available to the relevant BUYER or SELLER authoring the request or response as the case maybe. Any bids submitted by the selected SELLERS in response to Your request will be disclosed to You.

52. You agree that any personally identifiable information ([Appendix 5](#)) cannot be disclosed without the consent of the person. You warrant that You have the necessary permission and consents to forward Your DATA to the WEBSITE (e.g. proprietary information or PERSONAL DATA) and You are aware that we may share such information with third parties. You agree to cease the use of and expunge such information in Your possession in the event such permission and consent is withdrawn. You will not disclose PERSONAL DATA You receive to a third party.
53. You undertake to be solely responsible for complying with all applicable privacy, consumer and other laws and regulations in respect of Your use of the SERVICES including the provision use and disclosure of billing information, PERSONAL DATA not limited to transfer of data outside Malaysia as the case maybe.
54. You undertake that all information provided to us is accurate, complete and current and You undertake to maintain and update Your DATA on the WEBSITE from time to time. You also undertake to confirm the accuracy of any information You receive before relying on it.
55. We have secured the SELLER's consent to provide all relevant communications by SELLER to the BUYER where necessary. You hereby acknowledge and agree that we shall be permitted to provide all relevant communications by BUYER to SELLER or third parties. You acknowledge that we have secured the advertiser consent to provide all relevant communications by advertiser to the BUYER or SELLER where necessary.
56. You acknowledge that WEBSITE may have a feature that allows BUYERS to provide ratings, references about their experience dealing with each of the SELLERS or to delist a SELLER as set out in Appendix 2 and agree that we are not the author of the ratings, references or delisting. You hereby consent to us displaying Your ratings, references and any delisting of a SELLER (notwithstanding that we may choose to



remove postings at our sole discretion). Where You choose to post a reference, You undertake that it is not a reference about Yourself and it reflects Your honest opinion of a SELLER. We shall not be liable to the BUYER, SELLER or any third parties for any rating, reference provided or delisting.

57. By agreeing to these terms and conditions, You agree to allow us to include each of the BUYER's or SELLER's information respectively in our database and to use the information in our profile to present Your capabilities to a potential supplier.
58. Where You have access to information about BUYERS and/or SELLERS, You undertake not to disclose the information and/or to use the information for purposes other than to facilitate interaction with BUYERS and/or SELLERS or as provided herein. You may only use information from the WEBSITE that is not confidential to create any derivative works but subject always to the terms and conditions herein.
59. The restrictions in this section do not apply to information that is already public nature, through no fault attributable to a party or information already known to the other party prior to the party's disclosure or disclosed under operation of the law or is disclosed by a party with the written consent of the other party.
60. Any transaction, exchanges, information uploaded by You onto the WEBSITE whether or not in connection with any SERVICES are not our responsibility (except for our proprietary information) and are between BUYERS, SELLERS and/or third parties. Any links appearing on the WEBSITE to other websites are for the purpose of convenience only and the links and the contents of those websites are not in any way endorsed by us. We is also not responsible for loss of Your DATA and You shall ensure that the necessary steps are in place for data reconstruction if there is a loss.
61. Your DATA may be accessed from the WEBSITE for a limited period only as set out in WEBSITE OWNER's Data Retention Policy ([Appendix 5](#)). Any further request for retention shall be chargeable as a SERVICE.

## INTELLECTUAL PROPERTY AND INDEMNITY

62. Any information provided by us is subject to copyright trademark and other proprietary rights and shall not be reproduced, copied, disclosed, provided or resold in either its original form or in any form to any person (other than You). We grant You a non-exclusive, non-transferable license to print and download content on the SERVICES solely for Your non-commercial use to facilitate interaction between BUYERS and/or SELLERS provided You maintain the copyright notice and any other notices that appear on any such copies.
63. WEBSITE OWNER hereby agrees, to defend, indemnify, and hold You harmless from any third party claims against You that a SERVICE infringes any intellectual proprietary right of a third party ("IP Claim"), provided that You:
- a) You have used the SERVICES in accordance with its documentation and the terms and conditions of this WEBSITE;
  - b) You have promptly notify us in writing of any such IP Claim within fourteen (14) days of being aware of such a claim or potential claim; and
  - c) You agree to fully cooperate with us in the investigation of the IP Claim and allow us to control and direct, preparation, defence and settlement as it deems fit without any need for further consultation with You.
64. Following notice of an IP Claim or any facts which may give rise to such IP Claim, we may, in our sole discretion and at our option do the following but (SAVE AND EXCEPT such IP Claim would have been avoided by Your non combined or independent use of the SERVICES) (a) procure for You the right to continue to use the SERVICES, (b) replace the SERVICES, or (c) modify the SERVICES to make it non-infringing. If we determine that it is not commercially reasonable to perform any of these alternatives, we shall have the option to terminate this AGREEMENT and refund a pro-rata portion of the SUBSCRIPTION CHARGES based on the period of time remaining on Your subscription.
65. Subject to the above, WEBSITE OWNER shall pay any final award of damages assessed against You resulting from such IP Claim, including any awarded costs and solicitors' fees, or any settlement amount agreed to by us in writing save that we will

not be responsible for any settlement we do not approve in writing prior to such settlement.

66. Notwithstanding anything else herein to the contrary, the foregoing states the WEBSITE OWNER's entire liability and Your sole and exclusive remedy for infringement of intellectual property rights or allegations thereof.
67. You agree to only submit Your DATA and other information to a SERVICE if You have the right to reproduce, disclose, and distribute such information. You agree that we, in our sole discretion, may use Your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to Your website) for the purpose of advertising or publicizing Your use of the SERVICE.
68. You agree to defend, indemnify, and hold harmless the WEBSITE OWNER for any third party claim brought against WEBSITE OWNER alleging that Your DATA and the MATERIAL you submitted to the WEBSITE infringes the intellectual property laws or rights of others ("Improper Content Claim"). In the event of third party claim, we shall (i) promptly notify You in writing of any such Improper Content Claim; (ii) permit You to control and direct the investigation, preparation, defence and settlement of the claim; and (iii) provide reasonable assistance and cooperate with You in the defence of same, at Your expense.

## **TERMINATION AND CANCELLATION**

69. The subscription to the WEBSITE for the period stated shall continue unless terminated by the BUYER or the WEBSITE OWNER as the case maybe. Any notice to terminate must be in **writing** and received by us thirty (30) days prior to termination by BUYER.
70. You may terminate this AGREEMENT (along with Your use of the SERVICE) if You are dissatisfied with the SERVICE or with any term, condition, rule, policy, guideline or practice of the WEBSITE OWNER in operating the SERVICE. Your sole and exclusive remedy in case of such termination is to discontinue using the SERVICE. If You have paid us any SUBSCRIPTION CHARGES, FEES or other payments for

SERVICES, You will not receive any refund under any circumstances if You terminate this AGREEMENT.

71. In the event any payment due and payable under this AGREEMENT is not received by the due date, we shall, without prejudice to our rights, have the sole right and discretion to terminate this AGREEMENT or any part thereof, cancel the SERVICES or any part thereof and/or suspend the subscription in whole or part. In the event we choose to provide a notice to remedy the breach, BUYER may be given a period not exceeding fifteen (15) days to make the payment.
72. You acknowledge and agree that we reserve our rights to terminate, cancel or suspend Your subscription and /or the SERVICES in whole or part (not limited to) with or without notice where
- a. You are in breach or in potential breach of the terms and conditions herein, any regulatory requirements, guidelines or any applicable law;
  - b. upon Your insolvency, requests by law enforcement or other government agencies;
  - c. on Your request to discontinue use of the SERVICES;
  - d. it is reasonable to do so to protect the BUYER, SELLER, WEBSITE OWNER, WEBSITE and/or SERVICES as the case maybe from any potential confidentiality, security, legal risk or other risks;
  - e. we have any reasonable grounds to belief that the account should be terminated.
73. We also reserve the right to withdraw the SERVICES or any part thereof at any time without notice and we shall not be obliged to provide any explanation for the withdrawal.
74. In the event that Your account and /or the SERVICE is terminated whether in whole or part or a TRANSACTION is cancelled, then this AGREEMENT and these terms and conditions shall immediate cease in relation to the same, save that (not limited to) the policies and guidelines incorporated herein, the provisions relating to confidentiality copyright and intellectual property, indemnities, warranties, disclaimers, exclusion and limitations of liability, right to claim fees, loss and damages, right to terminate, cancel, suspend services and other such provisions in this AGREEMENT

that should by its nature survive, shall survive the termination and shall continue to apply.

75. Notwithstanding the termination of this AGREEMENT, we reserve our rights under common law to claim loss and damages for any antecedent breaches and to apply for any equitable relief such as injunction to prevent further damages. Any outstanding balance becomes immediately due and payable by You upon termination of this AGREEMENT or part thereof for any reason.

## **WARRANTIES, DISCLAIMERS, INDEMNITY & LIMITATIONS**

76. WEBSITE OWNER warrants that it has full power and authority to provide You the SERVICES and to grant You the rights granted herein and that the SERVICES will conform to the [Documentation \(Appendix 8\)](#) for the SERVICES. To make a claim that a SERVICE fails to comply with the warranty, You must identify the non-conformity in a written notice delivered to us within thirty (30) days of first use of the SERVICE. Your sole and exclusive remedy, and our entire liability for breach of this limited warranty, shall be correction of the warranted nonconformity in the SERVICE.

77. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) USE OF THE WEBSITE AND THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WEBSITE OWNER, ITS SUBSIDIARY AND RELATED COMPANIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IN CONNECTION WITH THE WEBSITE, ANY MATERIAL THEREIN, THE SERVICES AND IN RELATION TO ANY TRADING PARTNER YOU DEAL WITH.

- (b) YOU ACKNOWLEDGE THAT THE WEBSITE OWNER, ITS SUBSIDIARY AND RELATED COMPANIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, OTHER BUYERS AND SELLERS MAKE NO WARRANTY THAT
- (i) THE SERVICE WILL MEET YOUR REQUIREMENTS;
  - (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;
  - (iii) THE SERVICE WILL BE ACCESSIBLE AT ANY TIME OR AT ALL TIMES VIA THE CHANNEL SELECTED OR USED BY YOU,
  - (iv) THE MATERIALS OR THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE;
  - (v) TIMELINESS OF PAYMENT, THE DESCRIPTION, DELIVERY, FITNESS FOR PURPOSE OR THE QUALITY OF ANY PRODUCT OR THE PRICE PAYABLE OR ANY DISCRETIONARY CREDIT RECEIVED WILL MEET YOUR EXPECTATIONS;
  - (vi) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; OR
  - (vii) ANY TRADING PARTNER YOU ARE DEALING WITH HAS NO FINANCIAL, OPERATIONAL, LEGAL, REPUTATIONAL COMPLIANCE OR OTHER RISK; AND
  - (viii) THAT ANY TRANSACTION WILL BE COMPLETED.
- (c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR EQUIPMENT OR LOSS OR RECOVERY OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- (d) YOU UNDERSTAND AND ACCEPT THE TRANSACTION RISKS INVOLVED AND SHALL CARRY OUT DUE DILIGENCE TO MEET YOUR RISK APPETITE AND UNDERTAKE THE NECESSARY RISK MANAGEMENT STEPS BEFORE SUBSCRIBING TO THE SERVICES.

78. YOU AGREE THAT YOU WILL NOT HOLD THE WEBSITE OWNER OR OUR AFFILIATES AND AGENTS LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS, LIABILITIES, COSTS OR EXPENSES ARISING FROM ANY TRANSACTIONS, INCLUDING ANY BREACH, PARTIAL PERFORMANCE OR NON-PERFORMANCE OF THE TRANSACTION BY THE OTHER PARTY TO THE TRANSACTION OR ANY CANCELLATION OR WITHDRAWAL OF THE SERVICES, PRODUCTS OR TRANSACTION.
79. YOU AGREE TO INDEMNIFY WEBSITE OWNER AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS PARTNERS, SELLERS, OTHER BUYERS, CO-BRANDERS, ADVERTISERS, LICENSORS AND REPRESENTATIVES AND TO HOLD THEM HARMLESS, FROM ANY AND ALL LOSSES, DAMAGES, DEMANDS, ACTIONS INCLUDING THIRD PARTY CLAIMS, (INCLUDING LEGAL COSTS ON A FULL INDEMNITY BASIS) WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, FROM YOUR ACTION AND/OR INACTION INCLUDING YOUR ENTERING INTO THE TRANSACTION, YOUR USE OF THE SERVICES AND THE WEBSITE, YOUR BREACH OF THIS AGREEMENT, YOUR USING, POSTING, EXCHANGING, TRANSMITTING, UPLOADING OR MAKING AVAILABLE MATERIAL ON THE WEBSITE AND FOR ANY USE OF THE WEBSITE OWNERS PROPRIETARY INFORMATION, ANY BREACH OF CONFIDENTIALITY, ANY ADVERTISEMENT ON THE WEBSITE, FOR ANY UNETHICAL OR IMPROPER CONDUCT AND/OR FOR WEBSITE OWNERS COMPLIANCE WITH THESE TERMS AND CONDITIONS OR ANY LAWS AND REGULATIONS.
80. IN THE EVENT THAT A PARTY HAS A DISPUTE WITH ANY PARTY TO A TRANSACTION, EACH PARTY AGREES TO RELEASE AND INDEMNIFY WEBSITE OWNER (AND ITS AGENTS, AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES) FROM ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, COSTS, EXPENSES AND DAMAGES (INCLUDING WITHOUT LIMITATION ANY ACTUAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF OR IN CONNECTION WITH SUCH TRANSACTION.
81. WEBSITE OWNER RESERVES THE RIGHT, AT ITS OWN DISCRETION, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU

SHALL COOPERATE WITH WEBSITE OWNER IN ASSERTING ANY AVAILABLE DEFENSES.

82. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NOTWITHSTANDING ANYTHING ELSE STATED TO THE CONTRARY, WEBSITE OWNER, ITS SUBSIDIARY OR RELATED COMPANY, AFFILIATE, OFFICER, AGENT, EMPLOYEE, OTHER BUYERS AND SELLERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA, REPUTATION, BUSINESS DISRUPTIONS OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- (i) THE SERVICE, THE MATERIALS AND THE PRODUCTS;
- (ii) THE USE OR THE INABILITY TO USE THE SERVICE OR WEBSITE;
- (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;
- (iv) FRAUD, UNAUTHORIZED ACCESS TO, ALTERATION OR LOSS OF YOUR TRANSACTION TRANSMISSIONS DOCUMENTS OR DATA;
- (v) STATEMENTS MADE, REFERENCES OR RATINGS GIVEN, DELISTING, SUSPENSION OR CONDUCT OF ANY PARTY ON THE WEBSITE IN CONNECTION WITH THE SERVICE
- (vi) USE MADE BY ANY PARTY OF ANY MATERIAL TRANSMITTED OR MADE AVAILABLE THROUGH THE SERVICE;
- (vii) ANY GOODS OR SERVICES DISPOSED OFF OR MESSAGES SENT OR RECEIVED USING THE SERVICE;
- (viii) WEBSITE OWNER'S COMPLIANCE WITH THE TERMS AND CONDITIONS ON THE WEBSITE, REQUIREMENTS BY ANY THIRD PARTY OR ANY LEGAL REGULATORY OR OTHER APPLICABLE AUTHORITY; OR
- (ix) THE TRANSACTION RISKS AND ANY OTHER MATTER RELATING TO THE WEBSITE, WEBSITE OWNER, SERVICE, THE MATERIALS OR THE PRODUCTS.

NOTWITHSTANDING ANYTHING STATED TO THE CONTRARY IN THIS AGREEMENT, OUR TOTAL LIABILITY TO YOU AND/OR TO ANY THIRD PARTY



FOR WHATSOEVER REASON **SHALL NOT EXCEED THE VALUE OF THE SUBSCRIPTION CHARGES PAID BY YOU DURING PERIOD THE EVENT GIVING RISE TO LIABILITY OCCURRED.**

83. NOTHING IN THIS TERMS AND CONDITIONS SHALL LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

84. YOU ACKNOWLEDGE THAT THE DISCLAIMERS AND EXCLUSIONS OF LIABILITY HEREIN REPRESENT A FAIR AND REASONABLE ALLOCATION OF THE RISKS AND BENEFITS OF THE AGREEMENT BETWEEN YOU AND US, TAKING ALL RELEVANT FACTORS INTO CONSIDERATION, INCLUDING WITHOUT LIMITATION THE VALUE OF THE CONSIDERATION PROVIDED BY YOU TO US AND THE AVAILABILITY AND COSTS OF INSURANCE WITH RESPECT TO THE SAID RISKS. YOU FURTHER AGREE THAT THESE DISCLAIMERS AND LIMITATIONS SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

85. WEBSITE OWNER SHALL NOT BE LIABLE FOR FAILING OR DELAYING PERFORMANCE OF ITS OBLIGATIONS RESULTING FROM ANY CONDITION BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, GOVERNMENTAL ACTION ACTS OF TERRORISM EARTHQUAKE FIRE FLOOD OR OTHER ACTS OF GOD LABOUR CONDITIONS INTERNAL DISPUTES POWER FAILURES AND INTERNET DISTURBANCES. ON THE FIRST OCCURRENCE OF ANY SUCH EVENT, THE AFFECTED TRANSACTION AND THIS AGREEMENT SHALL BE IMMEDIATELY SUSPENDED AND IF DELAY IN PERFORMANCE OF THE AFFECTED TRANSACTION OR THIS AGREEMENT SHALL LAST LONGER THAN ONE HUNDRED AND EIGHTY (180) DAYS, THIS AGREEMENT SHALL BE TERMINATED.

86. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ALL CLAIMS RELATING TO DAMAGES UNLESS CLAIMED WITHIN THIRTY (30) DAYS AFTER THE EVENT/TRANSACTION GIVING RISE TO THE CLAIM (CLAIMS PERIOD).

## NOTICES

87. All notices sent to the other party must be in English language and be in writing
88. Any notices issued by us to You, shall be sent by email to You to the designated email address provided by You during the registration process and shall constitute proper notice under these terms and conditions. You agree to keep us updated on any changes to the designated email addresses. WEBSITE OWNER shall be under no obligation to verify email fax or telephone numbers provided by You or to confirm receipt of the notices. All legal notices shall be sent to Your latest registered business address.

89. Any notices to be sent to us shall be sent as follows:

- a. For legal notices by registered mail to our registered company address;
- b. For other notices by registered mail to the attention of designated officer as below:

*Attention: **Lakshman Das, Chief Operating Officer***

*No. 27, 3<sup>rd</sup> Floor,  
Jalan LGSB 1/2, Pusat Komersial LGSB,  
Off Jalan Hospital Sg.Buloh,  
47000 Sg.Buloh, Selangor  
Email: **lakshman@lapasar.com***

- c. For IP Claims, by registered mail to the attention of the designated office as below:

*Attention: **Thinesh Kumar, Chief Executive Officer***

*No. 27, 3<sup>rd</sup> Floor,  
Jalan LGSB 1/2, Pusat Komersial LGSB,  
Off Jalan Hospital Sg.Buloh,  
47000 Sg.Buloh, Selangor  
Email: **thinesh@lapasar.com***

with the following information:

1. The name and contact information of the complaining party,
2. Sufficient information to identify the intellectual property work or works,
3. The allegedly infringing material and its location on WEBSITE or SERVICE,
4. A statement by the rights holder that it has a good faith belief that there is no legal basis for the use of the materials complained of,
5. A statement of the accuracy of the notification and, under penalty of perjury, that the complaining party is authorized to act on behalf of the rights holder, and

6. The notification must be signed physically or using an electronic signature by the rights holder or person authorized to act on behalf of the holder of the exclusive right that is allegedly infringed.
- d. Any Notices sent by email shall not be binding unless acknowledged receipt by us

## **GENERAL PROVISIONS**

90. Entire Agreement. All terms and conditions incorporated by reference including addendums, appendixes, annexures, codes, guidelines and policies to these terms and conditions shall all form an integral part of this AGREEMENT herein and shall bind the BUYER and SELLER respectively as the case maybe. These terms and conditions constitutes the entire agreement between You and us and governs Your use of the SERVICES, superseding any prior understandings, statements, representations and agreements between us in relation to the SERVICE. In the event of any discrepancies between the terms and conditions and any specific provisions in the appendixes or addendums the specific terms shall override the general clauses.
91. Each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by this AGREEMENT.
92. Choice of Law and Forum. These SERVICES may only be accessed in Malaysia. These terms and conditions, the SERVICES and the relationship between You and WEBSITE OWNER shall be governed by the laws of Malaysia without regard to its conflict of law provisions. You agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.
93. Mediation. We shall at our sole discretion and without any liability decide to mediate any disputes arising between BUYER, SELLER and/or third parties and give effect to any decision arrived at by parties. In the event we agree to mediate the dispute, the parties shall bear any additional charges and costs imposed by us.
94. Alternative Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this AGREEMENT, or the breach, termination or invalidity thereof between

BUYER or SELLER as the case maybe, with us, shall be decided by arbitration in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration.

- (a) The appointing authority shall be the Kuala Lumpur Regional Centre for Arbitration.
- (b) The number of arbitrators shall be one (1).
- (c) The place of arbitration shall be Kuala Lumpur.
- (d) The language(s) to be used in the arbitration proceedings shall be English.
- (e) The law applicable to this contract shall be that of Malaysia.

Any disputes, controversy or claim arising out of or relating to this AGREEMENT, or the breach, termination or invalidity thereof, shall be settled by conciliation / mediation in accordance with the Rules for Conciliation of the Kuala Lumpur Regional Centre for Arbitration

95. WEBSITE OWNER's Records. In case of any dispute in connection with any TRANSACTION, the SERVICES, this AGREEMENT or the WEBSITE, the records of WEBSITE OWNER's shall take precedence and be conclusive.

96. Waiver and Severability of Terms. Our failure to exercise or enforce any right or provision of this AGREEMENT shall not constitute a waiver of such right or provision. If any provision herein is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and to construe these terms and conditions to the maximum extent permitted by law so as to render that provision valid and enforceable, and all other provisions herein remain in full force and effect.

97. No Right of Survivorship and Non-Transferability. You agree that Your account is non-transferable and any rights to Your username and password within Your account shall cease upon termination of this AGREEMENT. We may from time to time assign or delegate certain of our rights and responsibilities to independent contractors or third parties who will be bound by the same terms and conditions as herein stated.

98. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the SERVICES or these

terms and condition must be filed within one (1) year after such claim or cause of action arose or be forever barred.

100. Taxes and other obligations. Unless stated otherwise, all prices, fees, charges or such other payments due under this AGREEMENT are exclusive of cost of shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage. You are responsible for paying all such taxes, government charges and complying with such other obligations and all reasonable expenses and solicitor's fees we incur collecting late or defaulted amounts.

101. English version prevails. In the event that these terms and conditions are translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.

# **Appendix 1: Service Offerings**

## **INTRODUCTION OF SERVICE**

1.1 WEBSITE OWNER provides B2B e-sourcing website (“WEBSITE”) which allows web-based and secure business-to-business purchasing activities, negotiations and communications between the buyer company (“BUYER”) and the suppliers (“SELLER”).

1.2 The WEBSITE includes browsing through the common MARKET PLACE to assess, select and purchase

1.3 The BUYER and SELLER agree to be bound by the following additional terms.

## **PROVISIONS OF SERVICES FOR BUYERS**

1.1 The WEBSITE offers BUYERS with the following major SERVICES:

- (a) *MARKET PLACE access*
- (b) *Workflow Capabilities*
- (c) *Reports*
- (d) *User Role Configuration*
- (e) *Seller Database Management*
- (f) *Seller Rating Capabilities\**
- (g) *E-Negotiations\**

**Version 1.0** of WEBSITE will consist of MARKET PLACE access, Workflow Capabilities, Reports, Seller Database Management and User Role Configuration.

\* The remaining SERVICES are available on date to be advised.

1.2 MARKET PLACE access: This SERVICE focuses on providing BUYERS with a WEBSITE which portrays readily available PRODUCT listings with relevant descriptions posted by SELLERS. This page on the WEBSITE portrays a typical e-commerce environment where all SELLERS are viewable to any BUYER who accesses it. While we endeavour to provide an accurate description of the PRODUCTS, we do not warrant that such description is accurate, current or free from error and BUYERS are advised to carry out their own

independent TRANSACTION RISKS assessment. E-negotiations are also facilitated by this WEBSITE.

- 1.3 Workflow capabilities: This allows a BUYER in the WEBSITE to design a default workflow setting in accordance to a particular branch, project or department. The WEBSITE has simplified the procurement workflow into three key functions; Raiser, Reviewer & Approver. It is developed to be flexible where an unlimited number of users can be added into any one of functions mentioned subject to charges. Users listed under that particular workflow will only be able to proceed with purchasing processes in accordance to that pre-set flow.
- 1.4 Reports: The WEBSITE generates reports that is able to pinpoint crucial summaries on overall actions taken in the WEBSITE itself.
- 1.5 User role configuration: This feature allow BUYERS to input and manage their users in terms on limits of access throughout the BUYER dashboard.
- 1.6 Seller Database Management: To effectively manage overall Sellers in the WEBSITE. BUYER will maintain a database of SELLERS which will be differentiated in two ways; PREFERRED SELLERS (Pre-existing SELLERS to that BUYER) & MARKETPLACE SELLERS (taken from WEBSITE's SELLER database).
- 1.7 Seller Rating Capabilities: BUYERS are allowed to rate or delist SELLERS. All ratings are done by BUYERS and are not influenced by WEBSITE OWNER or its employees at any point. (Please refer to **Section 2: RATING, DELISTING & SUSPENSION** below).
- 1.8 E-Negotiations: This is a module specially catering to the needs of negotiating various important factors in a purchase decision between a BUYER and SELLER. The WEBSITE allows users to now digitally negotiate, in a flexible manner.
- 1.9 WEBSITE OWNER shall not be obliged to comply with any requests or instructions which change or supplement the substance or scope of the SERVICES described in this AGREEMENT ("Change Request"). If WEBSITE OWNER accept the Change Request and provides the SERVICES described in the Change Request, the WEBSITE OWNER may, subject to prior agreement, seek reimbursement for the cost of developing the bespoke

SERVICE pursuant to these terms. WEBSITE OWNER reserves its rights to any proprietary interest created in the course of effecting a Change Request. Additionally, the BUYER will pay FEE for use of the new SERVICES.

## **2. RATING, DELISTING & SUSPENSION**

### Rating

- 2.1 Rating a SELLER is made mandatory in this WEBSITE. A BUYER rates a SELLER based on three focus areas, which are:
- Product quality
  - Delivery
  - Company
- 2.2 Final ratings of a SELLER is calculated by WEBSITE algorithm which will average out the total ratings given by various BUYERS. The WEBSITE or WEBSITE OWNER is not responsible for any sort of ratings provided in the WEBSITE, as it is the sole discretion of a BUYER to rate a SELLER.
- 2.3 All ratings are only made by a BUYER upon receiving the goods/products from a SELLER

### Suspension

- 2.4 Only the WEBSITE OWNER has the rights to suspend a SELLER. A suspended SELLER will remain on the system, however they will not be able to make use of any functions available to them in their dashboards. Basically, all response mechanisms will be disabled unless they have settled payment of any FEES owed to WEBSITE OWNER. All pending FEES payable to WEBSITE OWNER should be settled within the number of days set, after the expiry of payment terms of BUYER and SELLER, or else they will be suspended. (Refer to BUYER Appendix 2).

### De-listing

- 2.5 There are two types of delisting in the WEBSITE:



#### A. WEBSITE OWNER DELISTING:

The WEBSITE OWNER can decide to delist a SELLER at any point without being obliged to provide justifications of action. When a WEBSITE OWNER delists a SELLER, it means that a SELLER has not paid WEBSITE OWNER its rightful FEE within the period totalling to fifteen (15) DAYS after the expiry of agreed payment terms between BUYER & SELLER. When WEBSITE OWNER delists a SELLER, it means that the SELLER is totally removed from the visibility of any BUYER in the WEBSITE.

#### B. BUYER DELISTING:

A BUYER is given the rights to delist a SELLER at any point without justifications to that SELLER. A BUYER'S decision to delist can be for any reason and is not limited to just one particular reason. A SELLER is then removed from the visibility of that specific BUYER only, which still makes a SELLER remaining available to other BUYERS on the WEBSITE.

A SELLER's delist status can be lifted by a BUYER temporarily in certain circumstances (for a particular transaction), from case to case basis. This is called re-listing action. A BUYER can also choose to permanently re-list a SELLER depending on the consideration of that BUYER.

### **SUPPORT**

1. Support will be given in the form of e-mail, live chat & phone by WEBSITE Support Team. This support will cover consultancy on the WEBSITE clarifications/technical support for the users.
2. BUYER and SELLERS users may always contact WEBSITE Support Team in settling technical infrastructure and WEBSITE server problems arising during use of the WEBSITE and may inform malfunctions. WEBSITE Support Team shall render

assistance service during working hours from 9.00am to 18.00pm at GMT+8 in case of any problems and errors.

3. Tutorials and guides will be provided to BUYER'S and SELLER'S users with respect to their service models and user roles.
4. BUYER and SELLER will be informed in case of scheduled maintenance and updates of the WEBSITE.
5. Resources and guides are available to download at no cost for any user who is signed up with **WEBSITE**. The resources are a recommended starting point for any user.
6. Further consultancy advice on the successful running of processes can be given during the course of an activity as long as this is deemed reasonable. WEBSITE OWNER reserves the right to ask for further payment for consultancy advice where this activity is deemed excessive. Any additional payment for consultancy advice shall not be incurred without a signed agreement from both parties.

\*Information on services available appearing on this APPENDIX 1 may change from time to time. BUYERS and SELLERS shall be responsible to ensure that they are aware of the current applicable list of services. Terms applicable to each SERVICE is set out separately and deemed accepted upon use of the SERVICES

## **Appendix 2: Payments**

### **1. DEFINITION**

**'ADMINISTRATIVE FEE'** means an amount due and payable by the SELLER to the WEBSITE OWNER for administering each TRANSACTION between the BUYER and SELLER via

- a. **Credit Card/Purchase Card:** PAYMENT GATEWAY SERVICES CHARGES for Credit Card/Purchase Card + HAT FEE / Website Sales Lead Fee
- b. **FPX:** PAYMENT GATEWAY SERVICES CHARGES for FPX+ HAT FEE / Website Sales Lead Fee
- c. **Bank transfer:** HAT FEE / Website Sales Lead Fee
- d. **Cheque:** HAT FEE / Website Sales Lead Fee; and
- e. **Cash on Delivery:** HAT FEE / Website Sales Lead Fee

At all times, a SELLER will be obliged to pay WEBSITE OWNER its rightful Website Sales Lead Fee + Payment Gateway Service Charges / FPX for administering each transaction. A SELLER will only pay WEBSITE OWNER EITHER HAT FEE or Website Sales Lead Fee + Payment Gateway Service Charges / FPX. Unless otherwise advised by WEBSITE OWNER, ALL SELLERS WILL ONLY BE REQUIRED TO PAY Website Sales Lead Fee + Payment Gateway Service Charges / FPX at all times.

**CREDIT'**- [Not applicable currently];

**'PAYMENT GATEWAY SERVICES CHARGES'** or **'PGS CHARGES'** means an amount deducted from the TRANSACTION PRICE and payable by BUYER or SELLER as the case maybe, to the PAYMENT GATEWAY SERVICES PROVIDER for PAYMENT GATEWAY SERVICES per TRANSACTION as follows:

- a. **Credit Card/Purchase Card:** an equivalent to two (3.2) % of the TRANSACTION PRICE;
- b. **FPX:** minimum RM2.50 flat rate (FLAT RATE FPX CHARGES)

**'HANDLING, ADMINISTRATIVE & TRANSACTION FEE'** or **'HAT FEE'** means amount equivalent to one (1)% of the TRANSACTION PRICE payable by BUYER or SELLER

as the case maybe, to the WEBSITE OWNER for the administrating each TRANSACTION;

**'WEBSITE SALES LEAD FEE'** means amount equivalent to percentage (...%) of the TRANSACTION PRICE payable by SELLERS that are brought on-board onto the WEBSITE. The percentage (...%) varies according to the category of product that is purchased by the BUYER. Click on [Rates Sheet \(Appendix 7\)](#) to view detailed charges in accordance to various categories

## **2. SUBSCRIPTION CHARGES**

- 2.1 BUYERS are currently not required to pay any SUBSCRIPTION CHARGES to use the WEBSITE. In the event that improvements, feature add-ons or service enhancements are made, SUBSCRIPTION CHARGES will apply on a date to be advised.
- 2.2 SUBSCRIPTION CHARGES, if applicable, may change anytime and from time to time subject to seven (7) days' notice to BUYERS. BUYERS shall be responsible to ensure that they are aware of the current applicable rates.
- 2.3 Any new services or features is not necessarily of unlimited usage to BUYERS. All BUYERS will be informed by WEBSITE OWNER at the point of launch if a BUYER is entitled to unlimited usage, or if not, BUYERS would be informed on the charges to use that feature.
- 2.4 SUBSCRIPTION CHARGES, if applicable, may only be paid through the WEBSITE via PAYMENT GATEWAY SERVICES using FPX and Credit Card/Purchase Card only.
- 2.5 Every payments of SUBSCRIPTION CHARGES, if applicable, that is made by the BUYER via the WEBSITE will be distributed to WEBSITE OWNER'S account less the PAYMENT GATEWAY SERVICES CHARGES where applicable. All payments are non-refundable.

2.6 All SUBSCRIPTION CHARGES, if applicable shall be due and payable in advance and in any event no later than seven (7) days after the expiry of the trial period, failing which the party's subscription shall be terminated. Parties are required to immediately notify the WEBSITE OWNER when the payment has made to avoid termination.

**3. SERVICES – FEATURES, PACKAGES AND FEE:**

<b>FEATURES/PACKAGE</b>	<b>RM 0.00/MTH</b>
<b>Marketplace Access</b>	√
<b>Workflow Capabilities</b>	√
<b>Reports</b>	√
<b>Seller Database Management</b>	√
<b>User Role Configuration</b>	√
<b>No.of Users</b>	<b>100          Users</b>

3.1 Features and package offered may vary from time to time and new SERVICES added in future versions will be stated in Appendix 1.

3.2 SELLERS will be charged Website Sales Lead Fee + Payment Gateway Service Charges / FPX and other applicable fees for every successful order placed by a BUYER via ONLINE methods. For every successful order placed by a BUYER via OFFLINE methods, SELLERS will only be charged Website Sales Lead Fee and other applicable fees, if present. BUYERS will be charged ALACARTE FEES for ALACARTE SERVICES.

**OR**

SELLERS will be charged HAT FEE + Payment Gateway Service Charges / FPX and other applicable fees for every successful order placed by a BUYER via ONLINE methods. For every successful order placed by a BUYER via OFFLINE methods, SELLERS will only be charged HAT FEE and other applicable fees, if present. BUYERS will be charged ALACARTE FEES for ALACARTE SERVICES.

\*\* At all times, a SELLER will be obliged to pay WEBSITE OWNER its rightful Website Sales Lead Fee + Payment Gateway Service Charges / FPX for administering every transaction, UNLESS advised otherwise by WEBSITE OWNER.

3.3 All FEES shall be due and payable immediately and in any event no later than fifteen (15) days after or, failing which BUYERS will be blocked from making any request for quotation or receiving response from SELLERS via the WEBSITE until and unless the outstanding FEE owed to WEBSITE OWNER is settled. A BUYER'S subscription shall be terminated and BUYER will be removed from the WEBSITE on the fifteen (15) working day from the time agreed for payment ends.

#### **4. ALACARTE FEATURES**

4.1 From time to time the WEBSITE OWNER may offer additional alacarte features to BUYERS subject to applicable terms and ALACARTE FEE.

4.2 As part of the alacarte features, every BUYER may opt to purchase extra user accounts in addition to the number of user accounts provided currently.

4.3 Any such changes to the alacarte options will be subject to reasonable notice prior to launch of the feature.

4.4 All ALACARTE FEE are only payable via PAYMENT GATEWAY SERVICES using FPX and Credit Card/Purchase Card only.

## **5. PAYMENT AND PAYMENT METHODS FOR FEES AND SUBSCRIPTION CHARGES**

- 5.1 Every payment of a TRANSACTION PRICE made by the BUYER via the WEBSITE will be distributed to SELLER'S account less the FEE owing to the WEBSITE OWNER (including the PAYMENT GATEWAY SERVICES CHARGES owing to PGS PROVIDER where applicable). Such FEE payments are non-refundable.
- 5.2 TRANSACTION PRICE shall be due and payable within two (2) working days or any other extended period as advised, after expiry of the payment terms agreed between BUYER and SELLER, failing which BUYERS will be blocked from making any request for purchase or receiving response from SELLERS via the WEBSITE until and unless the outstanding FEE owed to WEBSITE OWNER is settled. A BUYER'S subscription shall be terminated and BUYER will be removed from the WEBSITE on the fifteenth (15) day from the time agreed for payment ends.
- 5.3 Payments through the WEBSITE shall be carried out via PAYMENT GATEWAY SERVICES. This is an internal payment method integrated in the WEBSITE for BUYERS to proceed with immediate payment of TRANSACTION PRICE for a PRODUCTS, or as agreed upon in the terms of payment between BUYER & SELLER. Every payment made via the PAYMENT GATEWAY SERVICES is subject to PAYMENT GATEWAY SERVICES CHARGES; in which WEBSITE OWNER does not have any interest. PAYMENT GATEWAY SERVICES CHARGES are standard regardless of the volume of TRANSACTION made.
- 5.4 BUYER may choose or a certain PRODUCT terms may require BUYER to directly pay a SELLER using independent services that is not integrated in the WEBSITE; in which case the payment will not pass through the WEBSITE OWNER's account. In such a case the SELLER will be billed separately for the FEE which shall be payable within two (2) working days or any other extended period as advised, after expiry of the payment terms agreed between BUYER and SELLER; failing which SELLERS will be blocked from making any request for quotation or receiving response from SELLERS via the WEBSITE until and unless the outstanding FEE owed to WEBSITE OWNER is settled. A SELLER'S subscription shall be terminated and SELLER will be

removed from the WEBSITE on the fifteenth (15) day from the time agreed for payment ends.

5.5 There are 5 methods of making a payment towards FEES and SUBSCRIPTION CHARGES. This includes:

(A) Credit Card/Purchasing Cards (via PAYMENT GATEWAY SERVICES on the WEBSITE):

Every Credit Card/Purchasing Card payment made via WEBSITE is subject to an ADMINISTRATIVE FEE for every TRANSACTION.

All Credit Card/Purchasing Card payments made via PAYMENT GATEWAY SERVICES will be distributed to SELLERS less the ADMINISTRATIVE FEE for Credit Card/Purchasing Card, within ten (10) working days unless advised otherwise.

(B) FPX (via PAYMENT GATEWAY SERVICES on the WEBSITE):

This is a service that is provided by the PAYMENT SERVICES PROVIDER acting as a medium to perform bank-to-bank transfer from a BUYER'S account directly into a SELLER'S account.

All FPX payments made via PAYMENT GATEWAY SERVICES will be distributed to SELLERS less the ADMINISTRATIVE FEE for FPX within ten (10) working days unless advised otherwise.

(C) Bank Transfer (independent of the WEBSITE)

In case of payment by bank transfer, BUYER's obligation to pay is only satisfied when the funds are ready and available to SELLER in the SELLER'S account.



The ADMINISTRATIVE FEE for bank transfers are billed to SELLER according to this AGREEMENT.

(D) Cheque (independent of the WEBSITE)

In case of payment by cheque, BUYER's obligation to pay is only satisfied when the funds are ready and available to SELLER in the SELLER'S account.

The ADMINISTRATIVE FEE for cheques are billed to SELLER according to this AGREEMENT.

(E) Cash on Delivery (independent of the WEBSITE)

In case of Cash On Delivery the payment is made directly to SELLERS, usually upon arrival and acceptance of PRODUCTS purchased.

The ADMINISTRATIVE FEE for COD are billed to SELLER according to this AGREEMENT.

6.7 BUYERS or SELLERS who make any payments via Bank Transfer, Cheque or Cash are required to notify WEBSITE OWNER on the WEBSITE and provide the relevant proof of payment; failing which there shall be no acknowledgment that the TRANSACTION has concluded successfully or that the subscription has been renewed and thereafter future TRANSACTIONS will be suspended.

6.8 In the case of payment of SUBSCRIPTION CHARGES via PAYMENT GATEWAY SERVICES, the SUBSCRIPTION CHARGES made via PAYMENT GATEWAY SERVICES will be distributed to WEBSITE OWNER less the via PAYMENT GATEWAY SERVICES CHARGES within ten (10) working days unless advised otherwise.

6.9 Failure to pay by BUYER: Unless agreed otherwise, if the BUYER fails to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to SELLER, SELLER shall be entitled to cancel the

TRANSACTION or suspend delivery of the PRODUCTS until payment is made in full.

6.10 Failure to pay by SELLER: Unless agreed otherwise, if the SELLER fails to make any payment of FEES or SUBSCRIPTION CHARGES pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to WEBSITE OWNER, WEBSITE OWNER shall be entitled to cancel the TRANSACTION, suspend the SUBSCRIPTION until payment is made in full or terminate the SELLER.

## **6. GENERAL**

The terms on appearing on this APPENDIX 2 may change from time to time. BUYERS and SELLERS shall be responsible to ensure that they are aware of the current applicable payment terms applicable to each SERVICE which are set out separately and deemed accepted upon use of the SERVICES.

## Appendix 3: Cancellation Policy

1. An order can only be cancelled both by the buyer and seller within 6 hours of Order Acceptance by the Seller.
2. Cancellation request can be made by emailing the Order Batch ID and Order ID to [wecare@lapasar.com](mailto:wecare@lapasar.com) by requesting the cancel.
3. For Cancellation requests made after 6 hours, the request will be executed with a penalty.
4. The Penalty charged for a cancellation is in accordance with the following formula:

$$\begin{array}{|c|} \hline \text{Total Order} \\ \hline \text{Value} \\ \hline \end{array} \times \begin{array}{|c|} \hline \text{Lapasar} \\ \hline \text{Commission} \\ \hline \end{array} \times \begin{array}{|c|} \hline 2.5 \\ \hline \end{array}$$

(Minimum of RM 20.00 and Maximum of RM 550.00)

5. The initial penalty is charged for cancellation made between the 6<sup>th</sup> hour and the 24<sup>th</sup> hour from order acceptance by seller.
6. Beyond the 24<sup>th</sup> hour, order cancellation made after that carries a 2.0% per day additional penalty based on the initial penalty.

E.g.:

Total Order Value: RM 100.00

Lapasar Commission on that category: 2%

Initial Penalty Charged for cancellation between 6 to 24 hours: RM 100 x 2% x 2.5  
= RM 5.00

Since Minimum is RM 20, therefore initial Penalty would be RM 20.00.

Let's just say cancelation is made 48 hours later = RM 20.00 + 2% (1-day delay)  
= RM 20.40

7. Only the initial cancelation penalty is capped at RM 550.00. For cancelations beyond the 24<sup>th</sup> hour, the additional penalty of 2% per day applies although it may exceed the RM 550.00 cap.
8. Whatever payables for Cancelation penalty must be paid to Lapasar's bank account within 5 working days from the day the Penalty takes effect.
9. Failure to pay the cancelation penalty within 5 working days will result in Suspension or Black listing from the platform.
10. Once payment is received by Lapasar, the money will be remitted into the Buyer's or Seller's account depending on who was cancelled in that case.
11. Payment will be made by Lapasar within 3 working days. Lapasar will charge an admin fee for the execution of Cancelation penalty based on the following formula:

$$\begin{array}{|c|} \hline \text{Lapasar} \\ \hline \text{Commission} \\ \hline \end{array} \times \begin{array}{|c|} \hline \text{Total Penalty} \\ \hline \text{Amount} \\ \hline \end{array} = \begin{array}{|c|} \hline \text{Admin Fee} \\ \hline \end{array}$$

12. Lapasar does not assure any parties that the cancelation fee will be paid by the party that canceled will pay the penalty however Lapasar will take action against those who don't pay the cancelation penalty by either suspending or blacklisting them upon our discretion.

## **Appendix 4: Delivery Policy**

### **Tracking Orders**

All buyers can track their orders via their Buyer Dashboard Page by logging in at <http://app.lapasar.com/buyers/> . The sellers are able to update their respective buyers on every order's shipping status by updating the buyer's with shipment tracking number, delivery company and date the order was fulfilled. It is the seller's responsibility to update this information. If you do not have a status updated on shipment 3 days from date of order, please drop an email at [wecare@lapasar.com](mailto:wecare@lapasar.com).

When a delivery status is updated by the seller and they have used a third party delivery company and you have used the third parties' page to track and information is not available, check again in 24 hours to see if it has been updated. Sometimes it can take up to 24 hours for information to be updated in delivery tracking sites.

### **Lapasar delivery services does not deliver the following items:**

Corrosives – acids, alkalis, wet cell batteries, mercury and apparatus containing mercury.

Compressed Gasses – flammable, non-flammable or poisonous such as camping gas, butane, propane, oxygen and aqualung cylinders.

Poisonous and Toxic Substances – arsenic, cyanides, insecticides and weed killers.

Explosives – munitions, fireworks and flares.

Miscellaneous – dry ice, heat producing articles and engines.

Infectious Substances – bacteria, virus and cultures.

Flammable Liquids – lighter and heating fuels, petrol and turpentine.

Organic Peroxides – bleaching powders and peroxides.

Radioactive Materials

Matches and Articles Easily Ignited – disposable lighters, refills and book matches.

Oxidizing Materials – pool chemicals, fiberglass and repair kits.

Other Dangerous Articles – magnetized material

## **Delivery Time**

All sellers are allowed to declare a specific lead time of shipment for all their listings on the marketplace. The sellers set those delivery terms according to availability of stock or how fast they could receive stock. For deliveries handled by the sellers themselves, it should be in accordance to the delivery lead time declared on the marketplace. If you have not received your shipment as per the lead time given, please drop an email at [wecare@lapasar.com](mailto:wecare@lapasar.com) and we shall launch an investigation as to why it has not been received.

As for deliveries arranged by Lapasar, we pick up items from the seller's place within 1-3 working days and deliver to the buyer's place within 1-3 working days. For all deliveries arranged by Lapasar, it could take 2-6 working days from the date we have picked up the goods from the seller's premises. Lapasar does not guarantee that the availability of stock declared by seller is true at all times. That being said, for sellers who declare false availability of stock, they will be subject to suspension or blacklisting.

For late deliveries and false stock availability declaration by the sellers, buyers are eligible to cancel order without a penalty. If payment had been made before delivery, buyer can proceed to refund request by emailing us at [wecare@lapasar.com](mailto:wecare@lapasar.com).

Lapasar's own delivery service is only available within peninsular Malaysia.

## **Appendix 5: Privacy & Data Policy**

We take our buyers and sellers personal information very seriously and will only use them in accordance to what is stated below.

We take our user's privacy very seriously as data protection is a matter of trust. In conjunction to that, your personal data will only be used for matters stated in this policy. We will only collect information where it is necessary for us to do so and we will only collect information if it is relevant to our dealings with you. You can always visit our landing page and marketplace while remaining completely anonymous. We can only track you if you are a registered user with an ID and a password.

If you have any comments or suggestions, contact us at our address or by emailing us at [wecare@lapasar.com](mailto:wecare@lapasar.com).

### **Collection of Personal Information**

Lapasar does not practice selling or sharing personal data with any unrelated third parties and rest assured the data collected on our website is only used for necessary activities carried out by us in terms of website operations and internal use only.

When you create a Lapasar account the personal information we collect may include your:

- Name
- Delivery Address
- Email Address
- Telephone Number
- Mobile Number

The personal information we collect from you will be used in some or all of the following ways:

- To arrange delivery for the products you have purchased on Lapasar
- To keep you updated on the delivery status of your products and for customer support purposes.
- To provide you with relevant product information
- To process your orders and to provide you with the services and information offered through our website and which you request.
- Further, we will utilize the data you give to oversee your record with us; confirm and complete money related exchanges in connection to instalments you influence on the

web; to review the downloading of information from our site; enhance the design as well as substance of the pages of our site and redo them for clients; recognize guests on our site; do examine on our clients' socioeconomics; send you data we figure you may discover helpful or which you have asked for from us, including data about our items and administrations, if you have demonstrated that you have not protested being reached for these reasons

We may pass your name and deliver on to an outsider keeping in mind the end goal to make conveyance of the item to you (for instance to our dispatch or dealer).

When you enrol as a client on Lapasar site, we will likewise utilize your own data to send you advertising as well as special materials every now and then. You can withdraw from promoting data whenever by utilizing the withdraw work inside the electronic advertising material.

Instalments that you make through the Site will be prepared by our operator. You should just submit to us or our Agent or the Site data which is precise and not deceiving and you should stay up with the latest and educate us of changes.

Your real request points of interest might be put away with us however for security reasons can't be recovered specifically by us. Be that as it may, you may get to this data by signing into your record on the Site. Here you can see the points of interest of your requests that have been finished, those which are open and those which are presently to be dispatched and manage your address subtle elements, and any bulletin to which you may have subscribed. You embrace to treat the individual access information privately and not make it accessible to unapproved outsiders. We can't expect any risk for abuse of passwords unless this abuse is our blame.

### **Refreshing Your Personal Information**

You can refresh your own data whenever by getting to your record on Lapasar site.

### **Security of Your Personal Information**

Lapasar guarantees that all data gathered will be securely and safely put away. We secure your own data by:

- Restricting access to individual data



- Maintaining innovation items to counteract unapproved PC get to
- Securely devastating your own data when it's never again required for our record maintenance purposes

### **Revelation of Personal Information**

We won't impart your data to some other associations other than related organizations and those outsiders straightforwardly identified with the conveyance of the items you have obtained from Lapasar site. In uncommon conditions Lapasar might be required to unveil individual data, for example, when there are grounds to trust that the revelation is important to keep a danger to life or wellbeing, or for law authorization purposes. Lapasar is focused on consenting to the Privacy Act and the National Privacy standards.

We may however utilize your contact data to send bulletins from us and from our related organizations.

On the off chance that you trust that your security has been broken by Lapasar please get in touch with us at [wecare@lapasar.com](mailto:wecare@lapasar.com) and we will resolve the issue.

### **Gathering of Computer Data**

When you visit Lapasar, our organization servers will naturally record data that your program sends at whatever point you visit a site. This information may include:

- Your PC's IP address
- Browser sort
- Webpage you were going by before you went to our website
- The pages with in Lapasar you visit
- The time spent on those pages, things and data scanned for on our site, get to times and dates, and different measurements.

This data is gathered for investigation and assessment with a specific end goal to enable us to enhance our site and the administrations and items we give. This information won't be utilized as a part of relationship with whatever other individual data.

### **Changes to the Privacy and Data Policy**

Lapasar claims all authority to adjust and change the Privacy and Data Policy whenever. Any progressions to this strategy will be distributed on our site.

### **Objections about breeches of security**

On the off chance that you are not happy with the route in which we handle your enquiry or objection, kindly don't delay to get in touch with us at [wecare@lapasar.com](mailto:wecare@lapasar.com).

## **Appendix 6: Return & Refund Policy**

Lapasar allows each seller on our platform to specify the number of days they accept returns for each of their product after delivery has been made. On the marketplace, each product will have the return information specified and the buyers should take note of this. If the “returns” is not specified, that particular product does not have returns and buyers may not request a return after delivery.

To be eligible for a return, the items purchased must be in the same condition that you received it. It must also be in the original packaging.

Several types of goods are exempt from being returned. Perishable goods such as food, flowers, newspapers or magazines cannot be returned. We also do not accept products that are intimate or sanitary goods, hazardous materials, or flammable liquids or gases.

Additional non-returnable items:

- \* Gift cards
- \* Downloadable software products
- \* Some health and personal care items

To complete your return, you would be required to email us at [wecare@lapasar.com](mailto:wecare@lapasar.com) with a proof of purchase and the reason you are requesting for the return of the purchased product. Lapasar will then get into discussions with the seller and advice the buyer on the outcome. However, Lapasar does not guarantee any desired outcome that the buyer or seller might want as the returns of every good is specified by the seller and is known to the buyer. Lapasar acts as a mediator to handle returns.

Please do not send your purchase back to the manufacturer.

The cost of shipping for the returns shall be Bourne by either the buyer or seller depending on the outcome of discussion held between the Seller, Buyer and Lapasar on a case to case return request. In whichever case, goods shall be shipped from the buyer to the seller's premises directly or a pick up may be arranged.

### **Refunds (if applicable)**

Once your return is received and inspected, Lapasar or the Seller will send you an email to notify you that we have received your returned item. There maybe two outcomes to every return:

- The seller decides to replace the returned items with a new one
- The seller decides to give a refund

Should the seller decide to replace the returned item with a new one, the seller will than arrange the delivery back to buyer and the cost of shipping shall be absorbed by the seller.

If the Seller decides to process a refund, the full amount paid by buyer shall be refunded by the seller directly to the buyer via whichever means which is agreed by the buyer and seller. Lapasar will have no direct decision making role in the refund decision and all responsibility will be held by the seller in this decision.

Lapasar will not refund the commission charges to the seller in the case of a refund to buyer. All payments made via credit card, debit card or FPX methods reaches Lapasar's account first before we disperse the payment to the seller. If the refund request is raised before the money reaches our account, we shall process the refund directly into the buyer's account less of our payment gateway charges and product commission. If the refund is requested after money has been dispersed to the seller's account, the seller shall reimburse full amount into buyer's account directly.

### **Late or missing refunds (if applicable)**

If you haven't received a refund yet, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted. If you've done all of this and you still have not received your refund yet, please contact us at [info@lapasar.com](mailto:info@lapasar.com).

### **Sale items (if applicable)**

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

## Appendix 7: Rates

### Website Sales Lead Fee:

Office Supplies	Commission (%)
Stapler & Puncher	2
Pens/Pencils/Lead/Eraser	2
Filing Products	2
PVC Filing Products	2
Computer Form	1
Cash Register/Paper Rolls	1
Stamp Pad & Refill Ink	1
Envelope	1
Paper products	1
Blinder Clips & Accessories	1
Book & Pad	1
Tape Product & Dispenser	2
Art & Craft	2
Sticker/Label/Sign	1
Holder Filing Products	1
Toner Cartridge	1
Document Filing Products	2
Magnet/Rubber Band	1
Correction Fluid	2
Glue & Ruler	2
Board System (Whiteboard)	2
Knife Cutter & Scissors	2
Office Automation	3
Binding Machine & Cover	3
Laminating Machine & Film	3
Time Clock/Punch Card	3
Ink Cartridge	1

Computer Printer Ribbon	1
Fax Ink Films	1
<b>Calculator</b>	<b>2</b>
Others	1

Category	Commission (%)
<u>Pantry Supplies:</u>	
Food & Beverage	2
Plastic/Packaging Products	1
Tissue Paper & Dispenser	1
Cleaning Tools & Others	1
Cleaning Products	1
Others	1
<u>Catering:</u>	
Food	2
Beverage	2
<u>Electrical:</u>	
Electrical Appliance	1
Electrical Accessories	1
Battery	1
<u>Office Furniture:</u>	
Chairs	3
Ladders	3
Drawers	3
Office Tables	3
Others	3
<u>Computers &amp; Laptops:</u>	
Laptops	1
Computer Accessories	1
Printers & Accessories	1
Network Components	1
Desktops Computers	1
Software	1
Storage	1
Projector Accessories	1
Scanners	1
Others	1
<u>Mobiles &amp; Tablets:</u>	
Accessories	1

Mobiles	1
Tablets	1
Landline Phones	1
Camera	1
Camera Accessories	2
Others	2
<u>PPEs:</u>	
Head Protection	3
Respiratory Protection	3
Hand Protection	3
Arm & Finger Protection	3
Fall Protection	3
Road Safety	3
Safety Flashlights	3
Foot Protection	3
Body Protection	3
Eye & Face Protection	3
Hearing Protection	3
Electrostatic Discharge	3
Fire Protection	3
Electrical Protection	3
Gas Detection	3
Portable Instruments	3
Medical Equipment	3
Ergonomics	3
Safety Cutters	3
PPE Accessories	3
Spill Control Products	3
Convex Mirror	3
Pipe Identification	3
Safety Railings	3
Material Handling	3
Pipe Identification	3
Lockout & Tag out	3
Emergency Eyewash	3
Safety Storage	3
Safety Training DVDs	3
Others	3

<u>Corporate Gifts:</u>	
Apparel	3
Bags	3
Customized Items & Packaging	3
Desktop Item	3
Diary & Calendar	3
Drinkware	3
Electronic Gadget	1
Household Items	3
Pen	2
Pen drive/Thumb drive	1
Reusable Bag	3
Stationaries	2
Travel Gifts	3
Crystal Trophies	3
Gift Set	3
Golf Series	3
Lanyard & Accessories	1
Mobile Accessories	1
PU Leather	3
Umbrella	3
Wool Felt Item	3
Badge & Buttons	3
Others	1
<u>Tools &amp; DIY:</u>	
Painting & Decorating	3
Fixtures & Plumbing	3
Hardware	3
Security	3
Fire Safety	3
Work Lights	3
Electrical	3
Hand Tools	3
Power Tools	3
Measuring & Levelling	3
Air / Pneumatic Tool	3
Air Compressor	3



Tool Storage & Shelving	3
Ladders & Workbenches	3
Others	3

## Delivery:

Lapasar offers delivery services by partnering up with our Logistic Partners. The delivery services are however only offered and charged to the sellers. It is the seller's choice whether to use the Lapasar Delivery Services or arrange their own delivery. For Lapasar's Delivery rates, refer to the below:

Peninsular Malaysia					
Logistic Charges Table (Zone 1)				Logistic Charges Table (Zone 2)	
Charges	Weight (KG)	Charges	Weight (KG)		
MYR 8.00	1	MYR 13.00	1		
MYR 10.60	2	MYR 16.60	2		
MYR 10.60	3	MYR 17.60	3		
MYR 13.50	4	MYR 18.60	4		
MYR 14.40	5	MYR 20.00	5		
MYR 15.90	6	MYR 21.50	6		
MYR 17.40	7	MYR 23.00	7		
MYR 18.90	8	MYR 24.50	8		
MYR 20.40	9	MYR 26.00	9		
MYR 21.90	10	MYR 27.50	10		
MYR 23.40	11	MYR 29.00	11		
MYR 24.90	12	MYR 30.50	12		
MYR 26.40	13	MYR 32.00	13		
MYR 27.90	14	MYR 33.50	14		
MYR 29.40	15	MYR 35.00	15		
MYR 30.90	16	MYR 36.50	16		
MYR 32.40	17	MYR 38.00	17		
MYR 33.90	18	MYR 39.50	18		
MYR 35.40	19	MYR 41.00	19		
MYR 36.90	20	MYR 42.50	20		
MYR 38.40	21	MYR 44.00	21		
MYR 39.90	22	MYR 45.50	22		
MYR 41.40	23	MYR 47.00	23		
MYR 42.90	24	MYR 48.50	24		
MYR 44.40	25	MYR 50.00	25		
MYR 45.90	26	MYR 51.50	26		
MYR 47.40	27	MYR 53.00	27		
MYR 48.90	28	MYR 54.50	28		
MYR 50.40	29	MYR 56.00	29		
MYR 51.90	30	MYR 57.50	30		
MYR 53.40	31	MYR 59.00	31		
MYR 54.90	32	MYR 60.50	32		
MYR 56.40	33	MYR 62.00	33		
MYR 57.90	34	MYR 63.50	34		
MYR 59.40	35	MYR 65.00	35		
MYR 60.90	36	MYR 66.50	36		
MYR 62.40	37	MYR 68.00	37		
MYR 63.90	38	MYR 69.50	38		
MYR 65.40	39	MYR 71.00	39		
MYR 66.90	40	MYR 72.50	40		
Return of DO	RM 2.00 Per Delivery				

<b>Odd Size Shipment Surcharge (OSS) (Large Items)</b>	
<b>Weight per piece</b>	<b>OSS Surcharge</b>
40 - 80 kg	15
81 - 120 kg	42
121 - 160 kg	100
161 - 200 kg	150
> 200 kg	RM 0.80 per kg

Applicable to shipment weighing 40 kg and above per piece (based on actual or volumetric weight).

Pick up & delivery point must have the necessary equipment to handle the OSS & delivery is to GROUND floor only.

OSS surcharge is an additional surcharge beside the current handling & fuel surcharges.

A minimum 24 hours notice prior to pick up is required.

## **Appendix 8: Documentation**

### **Landing Page**

1. Home tab would redirect to landing page
2. Features tab would display list of existing features and those that possibly be introduced soon
3. Contact us tab would open up form for user to fill up and submit enquiry with Lapasar's contact information and address displayed.
4. Social media icon's that redirects to respective lapasar's social media page
5. links to Lapasar's terms & condition
6. Sign up button that redirects to sign up page for both buyer and seller
7. Login button that redirects to login page for both buyer and seller

### **Seller's Account**

1. Dashboard to display general statistics of the activity in the system itself such as number of user, product, branches and etc.
2. Manage Product allows seller to add unlimited amount of product, manage inventory and disable a product
3. Manage Order allows sellers to view order, accept or reject order, update shipment status.
4. Manage Location allows seller to list out business headquarters' address and branch if any.
5. Manage User allows sellers to assign user role and user list
6. User Role allows users to assign a role and set page access limitation for each roles.
7. Users list allows users to add other users to the system and assign a user role for the respective new user.
8. Reports will display statistics and analytics based on the transaction that took place in the system through graph and charts.
9. Audit log allows traceability by displaying each and every activity that has taken place in the system.
10. Notification tab allows users to view their respective system notification
11. Marketplace icon will redirect user to the marketplace page
12. Account type will allow the user to set individual profile, system settings and logout
13. System Settings allows users to access promotion, advert, company profile, invoice & delivery order template and notification settings tab.

14. Promotion link will allow users to add their products for weekly or seasonal promotion sale if any.
15. Advert link allows seller rent available advertisement space at marketplace if any.
16. Invoice and delivery order template is where the sellers setups the invoice and delivery order format according to given template.
17. Notification settings tab is where user gets to select if the particular notification should be received on system, email or both.
18. Log out will successfully exit the user from the system.

### **Buyer's Account**

1. Dashboard to display general statistics of the activity in the system itself such as number of user, product, branches and etc.
2. Manage User allows buyers to assign user role and user list
3. Manage Location allows seller to list out business headquarters address and branch if any. Under each location, they can set a project (also known as department) and assign users under the respective project.
4. Manage workflow has two functions which is workflow definition and workflow settings.
5. Workflow definition is where the buyer gets to define how workflow should be for marketplace by relabelling the raise and review/approval function and adding the number of levels of approvals and choosing if the approval can be single approver( any individual listed) or multiple approver (all that is listed). They can also assign the workflow under a specific amount range so that if the order value is within the particular range that specific workflow will be used to execute the order.
6. Workflow settings is where buyers gets assign users for the specific roles in the workflow, for examples, who gets to raise and order, who gets to approve and manage order based on the specific project and amount range if any.
7. Manage Order allows buyers to view placed order, monitor order status, validate if the payment is going to be online or offline and if the option is online then proceed to pay through payment gateway.
8. Manage PO is where an approver gets to view an order and choose to approve or reject.

9. User Role allows users to assign a role and set page access limitation for each roles.
10. Users list allows users to add other users to the system and assign a user role for the respective new user.
11. Reports will display statistics and analytics based on the transaction that took place in the system through graph and charts.
12. Audit log allows traceability by displaying each and every activity that has taken place in the system.
13. Notification tab allows users to view their respective system notification
14. Marketplace icon will redirect user to the marketplace page
15. Account type will allow the user to set individual profile, system settings and logout
16. System Settings allows users to access, advert, company profile and notification settings tab.
17. Advert link allows seller rent available advertisement space at marketplace if any.
18. Notification settings tab is where user gets to select if the particular notification should be received on system, email or both.
19. Log out will successfully exit the user from the system.

#### Marketplace

1. Users can view all products listed under a category or subcategory
2. Users can use filters to sort search results
3. Search bar will search entire marketplace and display the results if any.
4. Banners will display paid advertisement
5. users can add multiple product from multiple vendor to cart and total cart value with tax if applicable will be displayed
6. users can increase or decrease product order quantity
7. Users can check out and define location and project for invoicing purpose also input delivery address.
8. When user check out direct the order will be sent out respective vendors or else if user check out with workflow then the order will appear under Manage Po for approval.

#### Transaction Flow

1. Buyer log's in to system
2. visits the marketplace
3. select items to be added to cart
4. adjust quantity
5. check out

6. select project and location
7. check out direct or with workflow
8. wait for order to be accepted or rejected by seller
9. if order accepted, then buyer can choose to select payment option.
10. Can proceed with payment based on the option selected.

#### Order Execution Flow

1. Receives order notification
2. view order under manage order
3. choose to accept or reject
4. if reject, add reason for rejecting and submit
5. if accepted then proceed to deliver item
6. Or update the shipment update column.