

# Terms & Conditions of Use

Global Patronage Sdn Bhd ("Company" or "we" or "us") welcomes you to our website, <http://www.ebiders.com> ("Website"). The Website provides an e-commerce platform that enables registered members to place, accept, conclude, manage and fulfil orders for the sale and purchase of products and/or services online via the Website.

Your use of the Website is governed by the following terms and conditions ("Terms and Conditions").

## Article 1 - Acceptance of Terms

### 1.1 Scope of Terms and Conditions

1.1.1 The terms and conditions set out below ("Terms and Conditions") are applicable to any and all access and use of the Website. You may view the Terms and Conditions via the link set out on the main page of the Website.

1.1.2 These Terms and Conditions are to be read together with the following documents:

- (a) Seller Agreement (in respect of a Seller);
- (b) Cancellation, Exchange, Returns and Refunds Policy; and
- (c) Privacy Policy; and
- (d) all other policies as published on the Website from time to time.

1.1.3 The terms of the Policies are part of these Terms and Conditions by reference, and collectively represent a legally binding agreement between the Members and the Company. For the avoidance of doubt, in the event of any inconsistency, the terms and conditions in this Terms and Conditions shall prevail.

1.1.4 For the avoidance of doubt, a general reference to "Terms and Conditions" herein shall where applicable include the terms and conditions in the Policies.

### 1.2 Use of Service and the Website

1.2.1 The Company provides e-commerce facilities and Services via the Website enabling the sale and purchase of Products between Members.

1.2.2 By accessing, browsing and/or using the Website, you are deemed to have irrevocably and unconditionally agreed to the Terms and Conditions.

1.2.3 You must not access and/or use our Services or the Website if you are not agreeable to any of the Terms and Conditions.

1.2.4 You agree to use the Website at your own risk. We do not take any responsibility or agree to indemnify you for losses you suffer arising from such use, and you irrevocably agree to hold us harmless and indemnify us from any losses that you may suffer therefrom.

### 1.3 Use of Members' Personal Data

1.3.1 For a complete description of how the Company uses and protects a Member's personal data, you may refer to the Privacy Policy.

1.3.2 By continuing to access the Website and using the Services, you are deemed to accept the terms of the Privacy Policy. Please do not use our Services or the Website if you object to your personal data being used in the ways described in the Privacy Policy.

### 1.4. Amendment of Terms and Conditions

1.4.1 The Company shall be entitled at any time and from time to time, to modify, amend or change the Terms and Conditions as appropriate and at our sole and absolute discretion. In such instance, the Company shall notify you of such amendments or changes (including the effective date for the same) via an announcement to be published on the main page of the Website, and you shall be bound by such modified Terms and Conditions. As such, it is your responsibility to regularly visit the Website, view the Terms and Conditions and Policies, and keep updated on any changes made to the Terms and Conditions.

1.4.2 Please cease to use the Website if you are not agreeable to any amendments or modifications of the Terms and Conditions. You agree to use the Website at your own risk, and your use of the Website following any amendment or modification of the Terms and Conditions constitutes your agreement and acceptance to be bound by the same.

1.4.3 We do not take any responsibility or agree to indemnify you for losses you suffer arising from the modified Terms and Conditions or your own failure to keep yourself updated on the modifications to the Terms and Conditions, and you irrevocably agree to hold us harmless or indemnify us from any losses that you may suffer therefrom.

## **Article 2 - Application and Registration as Member**

### 2.1 Registration as Member

2.1.1 In order to access or use certain services on the Website, you are required to register as a member ("Member"). Unless otherwise specified by the Company, registration as a Member is free.

2.1.2 The Company has the right to restrict, suspend or terminate your access to or use of the Website or the Services (or any part of the same) if in the Company's sole and absolute opinion, you are in breach of any of the Terms and Conditions.

### 2.2 Membership Categories

2.2.1 Membership of the Website can fall under any one or more of the following categories:

- (a) Buyer;
- (b) local business Seller (with business / company registration); and
- (c) Global Seller (with business / company registration).

### 2.3 Application Requirements

2.3.1 To become a Member, you must comply with the following requirements:

(b) if you are a company / registered business, you must be an incorporated legal entity or have a business registration number and are authorised under your constitution documents to conduct business with us in accordance with the laws of Malaysia;

(c) for Business Seller Members or Global Seller Members, you must also provide all such information and documents required to support the application, including but not limited to your company/business registration number, company incorporation documents and details of personnel handling the Member account.

2.3.2 You warrant that all information provided to the Company as part of the registration process is accurate, current and complete at all times and you will immediately let us know if there are any changes to the same. If we rely on the contents of your application and accept you as a Member, you irrevocably agree that you shall indemnify and keep us indemnified and hold us harmless for any expense, loss or damage that we may suffer arising from any inaccurate or false statement or misrepresentation of facts submitted to us by you.

2.3.3 We reserve the right to accept or reject your application to become a Member at our sole and absolute discretion in the following cases:

- (a) where we are not able to verify your identity with certainty;
- (b) where the data provided by you upon sign-up (for example, email address, telephone number, company/business registration number etc.) is identical to a membership account already registered with the Website;
- (c) where you have provided false or inaccurate information or omitted to provide necessary information during the application process;
- (d) where you have applied for membership within less than one (1) month from the date of termination or cancellation of an earlier membership on our Website;
- (e) where you have signed up as a Member under another account, which is either temporarily or permanently suspended at the time of application for a new Member account;
- (f) where you have breached any of the Terms and Conditions; and/or

(g) any other reason as may be determined by the Company.  
For the avoidance of doubt, our decision above cannot be contested.

#### 2.4 Completion of Registration

2.4.1 You will become a Member upon the successful completion of the registration process as determined by the Company. Our registration process may, where necessary, include identity verification by way of submission by you of certain documentary evidence and support materials as may be requested by us.

2.4.2 In order for us to identify you as our Member, you can submit for our review, a member identification name ("Member ID") which can be any letters, word, numbers or combination of the same. The Member ID shall be our method of identifying you as a Member on the Website. Please note that we reserve the right not to approve any Member ID names that we feel are unsuitable or are not in accordance with our Policies.

2.4.3 Where a Member:

(a) is a company / registered business, we can provide up to five (5) Member IDs; subject to such conditions and authentication process as we may impose.

2.4.4 Please note that you are not allowed to change your email address once your membership request is submitted and approved as your membership account is linked to the email address. If you would like to change your email address, you will need to terminate your membership and account, and sign up again using the new email address.

#### 2.5 Protection of Account Details

2.5.1 Each Member is responsible for maintaining the confidentiality of the Member's account information, including the account password, and for all activity that occurs under the Member's account. You agree to notify us immediately should there be any unauthorized use of your account or password or of any other breach of security. You may be held liable for losses incurred by the Company or by any other Member and/or Seller due to someone else using your password or account.

2.5.2 You may not use anyone else's password or Member account at any time. We have the right to disable any Member ID or password at any time in our sole and absolute discretion for any reason, including where you have breached any provision of these Terms and Conditions.

#### 2.6 Use of Services

2.6.1 Use of the Website and its services as a Buyer is free.

2.6.2 However, certain Services or functions on the Website which are provided for Sellers may require the payment of fees as further described in the Seller Agreement, Policies and/or other agreements as may be entered into between the Seller and the Company from time to time.

2.6.3 Any fees imposed shall be charged, settled and/or otherwise dealt with in accordance with the terms of the Seller Agreement, Policies and/or any other agreement a Seller may enter into with the Company in respect of the same.

#### 2.7 Suspension and Termination of Membership

2.7.1 Limitation of Access, Suspension or Termination by the Company. Subject to Article 2.8, the Company shall be entitled to restrict your access to the Services and/or temporarily or permanently suspend the Services and/or your account, terminate your account and and/or take any such measures or actions that the Company deems necessary without prior notice to you if:

(a) you commit any prohibited conduct in violation of Article 4.1.;

(b) where you have committed or are suspected to commit any wrongdoing/unlawful act or where you have committed or are suspected of breaching or are anticipated to breach any of these Terms and Conditions; and/or

(c) there are any other reasonable grounds as may be determined by the Company at its sole and absolute discretion.

2.7.2 Termination by Member. Subject to Article 2.8, you may terminate your membership at any time by writing to us at support@ebiders.com provided that all sale and purchase transactions of any Product that are currently in progress must be either be completed or cancelled.

2.7.3 Consequences of Termination of Membership. Termination of your membership, either in accordance with Article 2.7.1 or Article 2.7.2, will result in you losing:

- (a) all Credits (as defined herein) and Points (as defined herein) accumulated;
- (b) your shopping history; and
- (c) Buyer Grade (as defined herein).

For the avoidance of doubt, the Members agree that any and all consequences arising from such termination shall be borne by you.

## 2.8 Rights of Company upon Suspension/Termination of Membership

2.8.1 Where your membership is suspended or terminated by the Company for any reason whatsoever or where you voluntarily terminate your membership (as the case may be), we reserve the right to:

- (a) cancel and/or reverse any and all Transactions under your account, including cancelling the delivery of any Product purchased and refunding all payments made for the same (where applicable);
- (b) cancel, forfeit or deduct Points as may be available under your account on the date of termination;
- (c) cancel, forfeit or deduct other benefits which may be provided to you as a Member;
- (d) disallow or restrict the use of all or part of the Services and/or the Website;
- (e) deny or decline any new application for membership submitted by you within one (1) month from the date of termination;
- (f) disallow the use of your previous Member ID for any new Member account applied for by you, at our sole and absolute discretion; and/or
- (g) claim for compensation or damages pursuant to Article 2.9.

2.8.2 The Company shall provide you prior notice of the steps to be taken under Article 2.8.1 above by telephone or e-mail. Where you are not contactable or in the case of emergency circumstances, the steps set out above may be taken without prior notice, and we shall notify you as soon as practicable thereafter.

## 2.9 Compensation for Losses

Where, in using the Services and/or accessing the Website, any of your actions cause any losses to the Company, you shall be liable for and shall compensate the Company for all costs and expenses incurred or suffered. In the event of any inquiries, complaints or claims raised by third parties due to the said actions by you, you shall be solely responsible and liable to the said third parties to resolve such inquiries, complaints or claims at your own cost and shall indemnify and keep indemnified and hold the Company harmless at all times in respect thereof.

## 2.10 Reactivation of Account

In order for you to commence using the Services again, you will need to authenticate and verify your identity in accordance with such procedures as determined by the Company.

## **Article 3 – Relationship of Parties**

### 3.1 Role of Company

3.1.1 The Company primarily operates, manages and provides the Website for the purpose of enabling safe and reliable Transactions between Members, in their capacity as buyers (“Buyer”) and sellers (“Seller”).

3.1.2 For the avoidance of doubt, if you make a purchase on the Website, you are purchasing the Product from an independent Seller and not from the Company, unless we are specifically named as the seller on record.

## **Article 4 - Use of Website and Services**

### 4.1 Compliance

4.1.1 As a condition of your use of the Services and/or access to the Website, you agree that:

(a) Compliance with law. You shall comply with all applicable laws and regulations, and shall not conduct or take part in any illegal activities including but not limited to:

(i) committing fraud, for example by making purchases on the Website using another person’s identity, credit card or bank account;

(ii) distributing, sending or facilitating the sending of any unsolicited electronic commercial messages, or engage in any form of spamming activities; or

(iii) using the Services to promote and facilitate pyramid schemes;

(b) Compliance with Terms and Conditions. You shall comply with these Terms and Conditions and our Policies.

(c) Uploading and Use of Contents. You shall not upload, post, reproduce, encourage, promote or facilitate the use of any information, text, images, graphics, video clips, sound, directories, files, databases or listings made available via the Website and the Services (“Contents”):

(i) which are false, inaccurate, misleading, unlawful, defamatory, libellous, discriminatory, obscene, offensive, invasive of privacy, harassing, threatening or abusive; and/or

(ii) which infringe or misappropriate the Intellectual Property Rights of the Company or other third parties.

(d) Resale of Services and Contents. You shall not copy, reproduce, compile, modify, distribute or resell any Services or Contents, or otherwise exploit the same for commercial purposes.

(e) Use of Personal Data. You shall not collect or post personal information about other Members or other third parties, including email addresses, without their consent.

(f) Abusive Behaviour. You shall not use the Services, access the Website or manipulate the Website’s system and/or processes in a manner that is fraudulent or deceptive, dishonest, not authorised and/or not in conformance with the Terms and Conditions, which shall include but is not limited to:

(i) transferring your Member account and Member ID to another party and/or allowing access by a third party to your Member account and Member ID without our express written consent;

- (ii) directly entering into and completing any Transaction with another Member outside of the Website and/or without using the Payment Protection Services (as described in Article 6) provided by the Company on the Website (“direct dealing Transactions”);
- (iii) exploiting or attempting to exploit any benefits provided by the Company, (including but not limited to discounts and/or Coupons) by signing up for multiple accounts and/or purchasing a Product with no intention to complete the same;
- (iv) manipulating the price of any item or interfering with other Members’ listings; or
- (v) taking any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information from the Website or using it for purposes unrelated to the Website);
- (g) Disruption of Website and Services. You shall not engage or attempt to engage in any activities to interrupt, or that are likely to interrupt, the smooth processing of the Services or the Website or the Company’s operations and/or business, including but not limited to:
  - (i) distributing viruses or any other technologies that may harm the Website, or the interests or property of other Members;
  - (ii) undertaking any action to undermine the integrity of, or gain access to, the Website system, which includes the computer or communication systems, network, software application, or networks and computing devices used in connection with the Services (“System”);
  - (iii) monitoring data or traffic on the System or conducting crawling of the System without the Company’s permission;
  - (iv) engaging in any denial of service (DoS) attacks, distributed denial of service (DDoS) attacks, or any other forms of network attacks; or
  - (v) engaging in any behaviour that may interfere with the proper functioning of the System; including mail/news-bombing, broadcast attacks, flooding, and any other relevant network interference techniques;
- (h) Acting in Good Faith. You shall conduct yourself in accordance with good public order and morals, and shall refrain from:
  - (i) persistently raising complaints without any reasonable grounds or justification;
  - (ii) repeatedly cancelling or returning Products that are not particularly defective or unsatisfactory without reasonable grounds or justification; or
  - (iii) engaging in behaviour which violates public order or is destructive to generally accepted customs or norms.

4.1.2 The Company may, without notice, delete postings or restrict or prohibit you from posting or using specific Services on the Website, terminate your access to the Website and the Services or take any other measures it deems fit on the occurrence of a breach of any of the conditions specified under Article 4.1.1 above.

4.1.3 Please report to the Company should you be asked to enter into any direct dealing Transactions, as described in Article 4.1.1(f)(ii) above. The Company shall not be responsible for any problems or issues suffered by any Member arising in relation to such direct dealing Transaction.

#### 4.2 Liability for Third Party Websites

The Company shall have no liability whatsoever in the event the Company posts any information provided by its partners, or provides reference information or contents provided by a third party at the Website or links on the Website for your convenience, and you visit such third party sites at your own risk.

#### 4.3 Suspension of Services

4.3.1 The Company may restrict or temporarily suspend the provision of all or part of the Services to you in the event such Services are unable to be provided due to:

- (a) maintenance work on the Website;
- (b) the occurrence of power or communications outage;
- (c) technical problems on the part of our third party suppliers or partners;
- (d) the occurrence of a natural disaster, act of terrorism or other force majeure events; and/or

(e) any other reason(s) that the Company may deem necessary for such suspension.

Upon the suspension of the Services, the Company shall post a notification on the Website on the suspension of the Services as soon as reasonably practicable.

4.3.2 The Company shall not be liable for any damages or losses that you or any third party may suffer or sustain as a result of any restriction or temporary suspension of any Services in accordance with the terms of these Terms and Conditions.

## **Article 5 - Sale and Purchase of Products**

### 5.1 No Representation

5.1.1 The Company is not an agent for, and does not represent either a Buyer or a Seller, and has no authority to act on behalf of either party.

5.1.2 Whether in your capacity as a Member or a Seller (as the case may be), you shall be solely and directly responsible for all liabilities related to transactions entered into between you and other Members and in relation to any information provided by you to other Members and vice versa.

### 5.2 No Guarantee

5.2.1 The Company does not control the behaviour of Members or the information provided by Members that is made available on the Website. Consequently, we do not provide any guarantees with regard to the Transactions undertaken by Buyers and Sellers, and do not warrant:

- (a) the existence, quality, completeness, appropriateness, safety or legality of any Product;
- (b) the veracity of any intent to sell or purchase Product by a Buyer or Seller;
- (c) whether a Product infringes the rights of any other third party;
- (d) the truthfulness, accuracy or legality of any information posted by a Seller or a Buyer in respect of a Product; or
- (e) that all Transactions will be completed.

5.2.2 Any liabilities and risks relating to Transactions undertaken between a Buyer and a Seller shall be borne by the relevant parties. As such, before proceeding with any transaction on the Website, you must make your own independent assessment and determination regarding the statements, Product descriptions, the representations of the other party and the party's ability to pay for or deliver the Products offered and specific terms and conditions imposed by Sellers regarding refunds, exchanges and returns (if any).

5.2.3 A minor, being a person below the age of 18, cannot purchase any Products without the consent of his parents or legal guardian. Any transaction entered into without such consent may be cancelled by the Company or the parents or legal guardian, as the case may be.

### 5.3 Placing of Order

5.3.1 If you, in the capacity of a Buyer, place an Order to purchase a Product on the Website and the Order is accepted by the Seller, you are obligated to complete the Transaction with the Seller and to be bound by such additional terms and conditions specified by the Seller on the Seller Store on the Website, unless:

- (a) the Transaction is prohibited by law or these Terms and Conditions;
- (b) the Seller materially changes the Product's description or the Product does not conform to the Seller's description; or
- (c) a manifest error exists in the Product listing information which materially affects the terms of the sale.

5.3.2 An Order may be cancelled by a Buyer at any time before acceptance of the said Order by the Seller.

5.3.3 The Website shall notify a Seller of all Orders made, and upon the Seller's acceptance of an Order, the status for the Transaction shall be reflected as "Preparing for Shipment".

5.3.4 Where you have submitted an Order and made full payment for the same, if a Seller fails to confirm acceptance of the Order within such period of time as required under the Seller Agreement, you may request for the transaction to be cancelled and a refund issued pursuant to Article 8.

## 5.4 Offer and Acceptance

5.4.1 Invitation to Treat. For the avoidance of doubt, any and all information on this Website, including the prices and details, constitutes an invitation to treat (an invitation for a Buyer to make an offer to form a contract), and is not considered a binding offer.

5.4.2 Offer Made by Buyer. Where you place an Order and make payment for a Product on the Website, you are actually making an offer to purchase the Products from the Seller, based on the information and description of the Product applicable at the time of purchase.

5.4.3 Acceptance by Seller. While a Seller will make every effort to supply Products ordered, a Seller shall only be legally bound to do so when the Seller confirms acceptance of your offer via the Website. An Order is deemed accepted and a binding contract is in place only when the status of an Order on the Website is updated to "Preparing for Shipment".

5.4.4 Right to Cancel for Technical/Operational Errors. In the event of an electronic, computer, operational and/or technical error affecting details and pricing of a Product or any promotion on the Website, we reserve the absolute right to rectify such error and/or cancel any Transaction which has been entered into in reliance on the said error.

5.4.5 Compensation Limited to Refund of Price Paid. You agree and understand that your remedy as a Buyer in the event of any cancellation made pursuant to this Article 5.4 is the refund of the amount paid by you in respect of any such cancelled Transaction. Nothing in this Article shall entitle you to further or additional compensation, and you shall have no right to insist on the completion of the Transaction and/or delivery of the Products under the Order.

## 5.5 Payment for Products

5.5.1 Payment for Products purchased on the Website can be made via the following methods:

- (a) credit card;
- (b) Points;

5.5.2 Payment for any purchase of Products on the Website must be made within one (1) Business Day from the date the Order is submitted. If payment is not completed within such time period, the said Order shall be automatically cancelled by the Website system.

5.5.3 When making payment, you must only use payment methods that are legally available to you, and shall not fraudulently use any means of payment under another party's name. Pursuant to the same, we reserve the right to take all such actions to review any payment Transactions and where deemed necessary, to suspend the processing of such Transactions until our investigations are complete. As a Buyer, you agree to be responsible for all damages and losses suffered or sustained by the Company, the owner of such payment methods and the Seller, which arise out of any fraudulent actions discovered under this Article 5.5.3.

## Article 6 – Delivery of Products

### 6.1 Proper Delivery Address

6.1.1 Delivery of the Products shall be made to the address specified by you in your Order.

6.1.2 You agree to bear the risk for any Products wrongly delivered due to incorrect details provided by you.

### 6.2 Failure to Deliver by Seller

6.2.1 Where you have submitted an Order and made full payment for the same, but the Seller fails to deliver the Product within the period specified on the Product page without any proper, reasonable and acceptable justification, you may request for the Transaction to be cancelled.

6.2.2 In such instance, the Company shall refund any payment made by you in accordance with the Cancellation, Exchange, Return and Refunds Policy in force at such time.



## **Article 7 – Disputes between Buyer and Seller**

### 7.1 Discussions in Good Faith

In case of any disputes relating to the purchase and sale of the Products on the Website between you and another Member (collectively referred to as “Disputing Parties”), you shall first attempt to resolve the dispute with such Member (“Dispute”) in good faith.

### 7.2 Referral of Dispute to Company

7.2.1 Where the Disputing Parties cannot resolve their Dispute pursuant to Article 7.1 within any time periods prescribed in these Terms and Conditions and/or the Seller Agreement, either you or the other Member may submit such Dispute to the Company for a final determination and resolution.

7.2.2 You agree that the Company shall have the full power, authority and discretion to make a final decision for such Dispute.

### 7.3 Decision by Company

7.3.1 The Company shall review the evidence received from the Disputing Parties, and shall issue its final decision in respect of the Dispute (“Decision”), taking into consideration commonly accepted principles and practices in the relevant industries and the interests of the both parties.

7.3.2 You agree to abide by and be bound by the Decision and in furtherance of the same, and you expressly acknowledge and agree that the Company shall be entitled to, in relation to the Dispute and the Decision:

- (a) cancel any Transaction on the Website;
- (b) release any funds held under the Payment Protection Services to either of the Disputing Parties (as applicable);
- (c) temporarily or permanently suspend either or both of the Disputing Parties’ accounts on the Website;
- (d) temporarily or permanently remove listings of a particular Product from the Website;
- (e) require the removal of or the Company, of its own accord, may remove any unlawful content from a Seller store on the Website;
- (f) revise the rating for either or both of the Disputing Parties’ accounts on the Website;
- (g) carry out all such other actions deemed necessary to ensure the Decision is enforced fairly and reasonably.

7.3.3 Notwithstanding the aforementioned clauses, you acknowledge that the Company is not a judicial or arbitration institution and will make the determinations only as an ordinary non-professional person. The Company does not act as the agent of either of the Disputing Parties, but acts as facilitator for dispute resolution. Consequently, you agree not to hold the Company liable and shall waive any claim you may have against the Company in respect of the Decision and the Dispute.

## **Article 8 - Intellectual Property Rights**

### 8.1 Site Contents.

The Company is the sole owner or lawful licensee of all the rights and interests in the Website and its contents (“Site Contents”). All title, ownership and Intellectual Property Rights in the Website and Site Contents shall remain with the Company, our affiliates or licensors of the Site Contents, as the case may be. All rights not otherwise claimed under these Terms and Conditions or by the Company are hereby reserved.

8.2 Trademarks. "Ebiders", "MADNESS SALE", “FIND WHAT YOU LOVE” and related icons and logos are registered trademarks or trademarks or service marks owned or licensed by the Company and are protected under applicable copyright, trademark and other proprietary rights laws. You are strictly prohibited from undertaking any unauthorised copying, modification, use or publication of these marks.

8.3 Infringements. Any person may protect their rights by contacting the Company in the event their copyright or other intellectual property has been infringed or violated on the Website by any person. Pursuant to the same, the Company may at its sole and absolute discretion take down the Product listing, information, specification and/or photograph complained of and suspend sales of the corresponding Products until such time that the Company at its sole and absolute discretion deems that evidence provided is sufficient to prove that the complaints and/or that the alleged claims are invalid.

8.4 Compliance. You shall ensure that all content including without limitation listings, information, specifications, photographs, and products for sale as supplied or provided by you on the Website do not infringe or violate trade mark rights, patent rights, copyrights, trade names, domain names, portrait rights, design rights, utility models, trade secrets, know-how, confidential information, database rights, software rights, semiconductor and/or circuit layout rights and all various other Intellectual Property Rights. You shall also ensure that the use of such Intellectual Property Rights is with the prior, approval or consent of Intellectual Property Rights owner or intellectual Property Rights subsisting in any part of the world belonging to third parties.

8.5 Ownership of Photographs or Videos of Products Arranged by the Company. For the avoidance of doubt, the Intellectual Property Rights in any photographs or videos of Products which are arranged by and/or taken by the Company as part of any additional support under the Services shall vest in the Company.

8.6 Affiliates. In order to boost sales, information regarding Products displayed for sale by any Member on the Website may be disclosed to the Company's affiliated third parties, including websites and blogs owned by and / or affiliated to such third party, and any such disclosure shall be subject to the Seller Agreement and the Terms and Conditions.

8.7 Indemnity. You shall indemnify and hold harmless the Company and its directors and employees from all actions, claims and demands which may be instituted or made against you arising from your use of Intellectual Property Rights or violation of any applicable intellectual property laws.

8.8 Claims from a Third Party. Where you have received claims from a third party that your postings made on the Website infringe or violate the Intellectual Property Rights of any third party or the contents of such postings are open to any other form of attack whether related or unrelated to a legal action, you shall to the furthest extent possible exempt and not involve the Company, its directors and employees, and the Website from and in such claims.

8.9 Complaints. You shall notify the Company as soon as practicable of any complaints or alleged claims of infringement of Intellectual Property Rights by any third party. All losses and costs to the Company, its directors and employees and / or the Website arising from your use of any Intellectual Property Rights must shall be fully compensated by you.

8.10 Usage. If you post content or submit material to the Website, and unless the Company indicates otherwise, you are deemed to have granted the Company a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

## **Article 9 – Customs Regulations and Inspections**

9.1 If you are buying Products on the Website which are located in another country, kindly note that you shall be considered as the importer on record. As such, you must comply with all applicable importation laws and regulations when buying such Products, and you should ensure that the Product purchased can be lawfully imported into Malaysia before purchasing the same.

9.2 Purchases of Products from overseas may be subject to payment of import duties and taxes, which are levied once the Product reaches Malaysia. As a general principle, additional charges for customs clearance shall be borne by the Seller.

## **Article 10 - Liability**

10.1 In the event of a dispute between you and a Member in relation to Products purchased on the Website, you shall release the Company from all claims, demands and damages, actual and consequential, of every kind and nature, known and unknown arising out of or in any way connected with such dispute.

10.2 The Company does not guarantee the quality, safety or legality of the Products, the truth or accuracy of the content or listings of Sellers and other Members on the Website or that a Member will actually complete a particular Transaction.

10.3 The Company cannot and does not guarantee continuous or secured access to the Website and its services, and operation of the Website may be affected by numerous factors outside of the Company's control.

10.4 All materials, information, software, products, services and other content contained on the Website or from a linked site, is provided to you on "as is" basis and without warranty or conditions of any kind, express or whether implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.

10.5 The Company assumes no responsibility for any errors, inaccuracies or omissions whatsoever in the information on the Website and under no circumstances will the Company be liable for any loss or damage by your reliance on information obtained through the Website. It shall be your responsibility to evaluate the accuracy, completeness and usefulness of any information and provided, and use of the Website is solely at your own risk.

10.6 The Company shall not be liable to you either in tort, contract, negligence or otherwise for any loss, damage, injury or expense, howsoever arising, out of or in connection with the supply or use of the Products. Under no circumstances will the Company be liable for any loss of profits, loss of data or for any other special, indirect, incidental or consequential damages, whether foreseeable or unforeseeable, based on claims of a Member or whether in action for contract, breach of warranty, tort or otherwise.

10.7 THE COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THIS WEBSITE. SPECIFICALLY, YOU AGREE THAT THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. SPECIFICALLY, YOU ALSO AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING THE COMMUNICATION SERVICES AND / OR INCLUDED IN THIS SITE BY ANY THIRD PARTY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM: (1) RELIANCE ON THE MATERIALS PRESENTED, (2) COSTS OF REPLACEMENT PRODUCTS, (3) LOSS OF USE, DATA OR PROFITS, (4) DELAYS OR BUSINESS INTERRUPTIONS, (5) NEGLIGENCE, (6) AND ANY THEORY OF LIABILITY, OUT OF OR IN ARISING CONNECTION WITH THE USE OF, INABILITY OR TO USE THIS WEBSITE, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.8 Indemnity. You hereby indemnify and hold the Company, and our officers, directors, agents, subsidiaries, joint ventures and employees, harmless from any claim or demand or damages, including all attorneys' fees incurred or to be incurred, as a result of any claims, demands or proceedings, by any third party due to or arising out of your breach of this Terms and Conditions and/or the Seller Agreement (as the case may be), or your violation of any law or the rights of a third party.

## **Article 11 – No Warranties**

11.1 You will not hold the Company responsible for other Members' content, actions or inactions, or Products listed by Members, including content they post.

11.2 You understand and agree that Transactions between you and Members on the Website are deemed to be private contractual arrangements between you and such Members, and Ebiders is not a party to, and does not represent the Members or you in such transactions. The Company is only responsible for operating and managing the Website and making reasonable efforts in order to maintain efficient Services on the Website.

11.3 The Company and the Website have no control over and do not guarantee the quality, safety or legality of Products advertised, the truth or accuracy of Members' content or listings, the ability of any Member to sell or purchase Products or that any Transaction will be successfully completed.

11.4 The Company and the Website does not transfer legal ownership of Products from a Seller to a Buyer. Unless a Buyer and Seller agrees otherwise, Buyer will become the Product's lawful owner upon physical receipt of the Product from Seller.

11.5 The Company cannot guarantee continuous or secured access to the Services, and operation of the Website may be interfered with by numerous factors outside of the Company's control.

11.6 If a you have a dispute with one or more Members, you hereby release the Company, and our officers, directors, agents, subsidiaries, joint ventures and employees, from claims, demands and damages, actual and consequential, of every kind and nature , known and unknown, arising out of or in any way connected with such disputes.

11.7 Accordingly, to the extent that is legally permitted, the Company excludes all implied warranties, terms and conditions. The Company is not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Website and Services.

11.8 ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND OTHER CONTENT CONTAINED IN THE WEBSITE, OR FROM A LINKED SITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EXPRESS OR WHETHER IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. THE COMPANY HAS MADE REASONABLE EFFORTS TO POST CURRENT AND ACCURATE INFORMATION ON THIS WEBSITE; HOWEVER, THE COMPANY ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, INACCURACIES OR OMISSIONS WHATSOEVER IN THE INFORMATION PROVIDED IN THIS WEBSITE. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY LOSS OR DAMAGE TO THE MEMBERS CAUSED BY RELIANCE ON INFORMATION OBTAINED THROUGH THIS WEBSITE. IT IS THE MEMBERS' RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED AND USE OF THIS WEBSITE IS SOLELY AT YOUR OWN RISK.

## **Article 12 - Access and Interference**

12.1 The Website contains robot exclusion headers. Most of the information on the Website is updated on a real time basis and is proprietary or is licensed to the Company by Website's Members or third parties. You agree not to use any robot, spider, scraper or other automated means to access the Website for any purpose without the prior written permission from the Company.

12.2 Additionally, you agree that you will not:

- (a) take any action that imposes or may impose, in the Company's sole and absolute discretion, an unreasonable or disproportionately large load on the Website's infrastructure;
- (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content, except for your own information and reference, from the Website without the prior written permission of the Company;
- (c) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or

(d) bypass the Company robot exclusion headers or any other measures we may use to prevent or restrict access to the Website.

### **Article 13 - General**

13.1 Governing Law. These Terms and Conditions shall be governed by the laws of Malaysia. Any controversy, claim or dispute arising out of or relating to these Terms and Conditions and/or the Seller Agreement and/or the Policies will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Malaysia and governed by Malaysian laws. The arbitrator shall be a person who is legally trained and who has experience in the information technology and e-commerce industry in Malaysia and is independent of either party. Notwithstanding the foregoing, the Company reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

All notices to you shall be effective if either delivered personally, by courier, email or where applicable, on the Website. All agreements, notices and other communications that the Company sends to you electronically satisfies the legal requirement for communication to be in writing.

13.2 No Assignment. The Company shall have the right to assign and/or novate the Terms and Conditions or any part of the same to any person or entity, by providing written notice to you which shall be posted on the Website, and you hereby irrevocably agree and consent to any such assignment and/or novation. You may not assign, in whole or part, any of these Terms and Conditions to any person or entity.

13.3 Force Majeure. Neither party shall be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hindered or delayed by strikes, industrial disputes, fire, floods, acts of any government, riots, war, national emergency, Act of God, impediment by government laws, rules, regulations or orders or other events of force majeure and in such case its obligations shall be suspended for so long as such event continues.

13.4 Severability. If any provision of these Terms and Conditions and/or the Seller Agreement and/or the Policies is found to be illegal, void or unenforceable under the law, these Terms and Conditions shall continue in force save that such provision shall be deemed severed with effect from the date of such decision or such earlier date as Company may decide or the parties may agree, as the case may be.

13.5 Waiver. A failure by the Company to exercise or enforce any rights conferred upon it by these Terms and Conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times