



LAPASAR VENDOR'S TERMS AND CONDITIONS

The Vendor (as defined hereunder) agrees that by accessing and using the website (<https://lapasar.com/marketplace/>) owned and operated by Lapasar Sdn. Bhd. (Company Registration No. 201601027289 (1198228-D)) ("**Lapasar**") known as Lapasar Marketplace ("**Marketplace**"), hereby agrees and acknowledges that the Vendor (as defined hereunder) is bound by the following terms and conditions:

By continuing to use the Marketplace, the Vendor is deemed to have accepted and is bound by the updated terms and conditions, regardless of whether the Vendor has expressly acknowledged the same.

1. DEFINITIONS

'Automated Invoice' means the invoice required for Lapasar to make payment to the Vendor shall be automatically generated by the Marketplace system;

'Business Days' means a day on which commercial banks are open for business in Selangor for transactions during normal business hours excluding Saturdays, Sundays and Public Holidays;

'GR' means Goods Received;

'Lapasar's Client' means any legal entity registered in the Marketplace purchasing the Products (as defined hereunder) from Lapasar on the Marketplace;

'Listed Price' means the price listed by the Vendor (as defined hereunder) in the Marketplace;

'Order' means the request to purchase the Products from the Vendor (as defined hereunder) in the Marketplace;

'Parties' shall collectively mean Lapasar and the Vendor;

'Party' means either Lapasar or the Vendor;

'PDPA' means the Personal Data Protection Act 2010;

'Products' means the products, services or other material offered, sold, provided, or uploaded, by the Vendor (as defined hereunder) on the Marketplace;

'Service Fee' means the percentage of fee imposed by Lapasar for the usage of Lapasar's Service;

'Trademark' means the trademarks, trade names, and service marks of Lapasar;

'Transaction' means the purchase of the Products by Lapasar from the Vendor on the Marketplace in favour of Lapasar's Client;

'Transaction Fee' means the percentage of fee imposed by Lapasar for the use of the Marketplace by the Vendor (as defined hereunder);

'Transaction Price' means the value after deducting a percentage from the Listed Price as informed by Lapasar to the Vendor from time to time;

'Vendor' means any company or business entity supplying the Products on the Marketplace to be purchased by Lapasar in favour of Lapasar's Client;

'Vendors T&C' means these terms and conditions made available on the Marketplace including any amendments made from time to time, addendums, appendices, annexures, codes, guidelines and policies referred to herein and issued by Lapasar from time to time;

2. SERVICES OFFERED

- 2.1. Lapasar provides the Marketplace to allow the Vendor to offer, advertise, and make available the Products required to be browsed, purchased and sourced by Lapasar in favour of Lapasar's Client.
- 2.2. The Vendor shall register with Lapasar and provide sufficient details and documents as informed by Lapasar from time to time to enable Lapasar to set up an account in the Marketplace.
- 2.3. Upon completed and successful registration by the Vendor, Lapasar at all times, shall make available the following major features on the Marketplace to be utilised by the Vendor
 - 2.3.1. A dashboard;
 - 2.3.2. A feature to list and manage Products, Orders, locality of the purchase to be made by Lapasar, number of users for the Vendor and bulk pricing sourcing;
 - 2.3.3. A feature to approve Orders and/or Products if and when approval is necessary;
 - 2.3.4. A feature to resolve disputed Orders between the Vendor and Lapasar's Client concerning amongst others, delivery and quality of the Products delivered;
 - 2.3.5. A feature for product sourcing by Lapasar to increase and/or vary the Products offered, advertised and made available by the Vendor on the Marketplace;
 - 2.3.6. A feature to generate reports concerning the Transaction;

- 2.3.7. Access to the Marketplace;
 - 2.3.8. A feature for the Vendor's profile;
 - 2.3.9. A feature to update passwords;
 - 2.3.10. A feature for system settings;
 - 2.3.11. A feature for automated invoicing; and
 - 2.3.12. A feature to view audit logs
- 2.4. Pursuant to 2.3.2 above, any request for bulk pricing by Lapasar shall be in the following manner:
- 2.4.1. The Vendor shall provide a response to Lapasar's request for bulk pricing within 24 hours from the time the request is made in the Marketplace wherein Lapasar may or may not propose a bulk price for the intended bulk Orders;
 - 2.4.2. A notification on the bulk pricing request shall be made to the Vendor via email by Lapasar and in the event there is no response from the Vendor within the stipulated time, Lapasar shall contact the Vendor for feedback in respect of the bulk pricing request made;
 - 2.4.3. The Vendor may counter-propose the bulk price suggested by Lapasar for the bulk Order and once the bulk price is agreed by both parties, the Vendor shall accept the bulk Order submitted in the system and proceed with delivery in accordance with Clause 3 of Terms and Conditions;and
 - 2.4.4. In the event that the Vendor does not provide any feedback within 24 hours from the time of the contact made pursuant to 2.4.3, Lapasar reserves the right to cancel the request.
- 2.5. The Vendor shall be subjected to a rating system set by Lapasar on the Marketplace as follows:
- 2.5.1. The rating will be determined by the system upon completion and fulfilment of an Order submitted by Lapasar on the Marketplace and will be calculated based on product quality, delivery, turnaround time and Order fulfilment.
 - 2.5.2. The rating score shall be as follows:

Score	Rating
0	No rating and/or have not completed or fulfilled any Order
1	Extremely poor
2	Poor

3	Good
4-5	Excellent

- 2.6. Lapasar shall provide virtual support via email or live chat during Business Days from 9.00 a.m. to 6.00 p.m. for the following matters:
- 2.6.1. Clarifications on the use of the Marketplace;
 - 2.6.2. Technical guidance and/or support on the use of the Marketplace;
 - 2.6.3. Technical issues or difficulties in the Marketplace;
- 2.7. At the request of the Vendor, Lapasar may provide a further and extensive guide on the use of the Marketplace subject to a fee agreed between Parties and that fee shall be paid by the Vendor to Lapasar prior to the aforementioned guide;
- 2.8. Despite the above, Lapasar in its sole and absolute discretion, reserves the right to:
- 2.8.1. Monitor, screen or otherwise control any of the Vendor's activity and/or content in respect of the Products made available on the Marketplace by the Vendor;
 - 2.8.2. Prevent or restrict access of the Vendor to the Marketplace for any reasons whatsoever;
 - 2.8.3. Report any activity to the relevant authorities for any violation of applicable laws, statutes and/or regulations and to cooperate with any authorities in respect of such report;
 - 2.8.4. Request any information and/or data from the Vendor in relation to the Products offered on the Marketplace and/or the Vendor's access to the Marketplace and in the event the Vendor refuses to disclose such information and/or data requested by Lapasar and/or provide inaccurate, misleading or false information and/or data, Lapasar may exercise its rights to suspend and/or delist the Vendor in accordance with clause 10 below.
- 2.9. Lapasar strictly prohibits the Vendor from offering and/or advertising the Products in the Marketplace as listed in Appendix A of these terms and conditions.
- 2.10. Lapasar shall take all reasonable steps to ensure that the Marketplace operates in compliance with all the relevant laws and regulations in Malaysia and Lapasar reserves the right to refuse any request to utilise the Marketplace in any manner whatsoever in the event the Vendor attempts to use the Marketplace in a manner that may result in the leak of confidential information, attack on the Marketplace cybersecurity system, violation of laws and/or regulations and any other matter deemed as risks by Lapasar.

3. VENDOR'S FULFILMENT OF ORDER AND DELIVERY

- 3.1. The Vendor shall accept the Order submitted in the Marketplace within 1 Business Day from the date of the submission of the Order failing which Lapasar may cancel the Order within 5 Business Days from the date of the submission of the Order placed in the Marketplace.
- 3.2. All Orders accepted by the Vendor are final and binding and the Vendor shall prepare the Order for shipping within 2 days from the date of the acceptance of the Order.
- 3.3. If the Vendor is unable to accept the Order submitted in the Marketplace, the Vendor shall, within 3 Business Days from the day the Order is submitted in the Marketplace, inform Lapasar in writing together with the justification supported by documents for Lapasar's consideration.
- 3.4. The Vendor shall have the responsibility to ensure that the Order is packed and sent out for delivery to Lapasar's Clients within 4 - 5 Business Days from the date the Order is accepted by the Vendor.
- 3.5. In the event the Vendor fails to deliver the Order within 5 Business Days in a row for more than two times, Lapasar shall have full discretion to suspend the Vendor's account for 5 Business Days.
- 3.6. The Vendor shall be obliged to deliver the Products in accordance with the following schedule:

	Categories of Vendor	Estimated Delivery Period
Ready Stock	All Vendors	2 Days
Excluded from shipping time calculation	Vendor from Kedah, Kelantan, Terengganu and Johor	Friday & Saturday
	Vendors from other states	Saturday & Sunday
	All Sellers	Public Holiday

- 3.7. In the event the Vendor is unable to deliver the product within the timeline stipulated above, the Vendor shall, as soon as possible, provide to Lapasar a valid reason for Lapasar's consideration, in which, Lapasar shall have the sole liberty to cancel or to extend the delivery period.
- 3.8. Notwithstanding the time stipulated above, Parties may agree to extend or vary the time stipulated above in the event the Order submitted is bulk in nature.
- 3.9. The Vendor shall input the delivery details in the Marketplace by providing the following information:
 - 3.9.1. Date of Order fulfilment;
 - 3.9.2. Mode of delivery;
 - 3.9.3. Name of shipment carrier or delivery provider;

- 3.9.4. Tracking number (if by courier); and
 - 3.9.5. Estimated delivery date.
 - 3.10. The Vendor shall notify Lapasar of the Products which have been delivered in the Marketplace by entering and uploading the following details and/or documents:
 - 3.10.1. Date of Delivery; and
 - 3.10.2. A duly acknowledged and signed delivery order by Lapasar's Client.
- whereby a remark of GR shall be automatically generated in the system within 48 to 72 hours from the date of delivery.
- 3.11. In the event the Vendor does not have the signed delivery order after the Products have been delivered, Lapasar shall have the right to perform automatic GR on the 8th Business Days from the date of delivery.

4. CANCELLATION OF ORDER

- 4.1. Cancellation of Order by the Vendor is strictly prohibited. However, if cancellation is necessary, the Vendor shall submit the request for cancellation of the Order to Lapasar via email and/or live chat together with the following:
 - 4.1.1. in which Lapasar shall have the sole right to determine whether to allow the cancellation request or to allow an extension of time for the fulfilment of the Order.
- 4.2. Notwithstanding the above, the cancellation can be made due to the following reasons:
 - 4.2.1. The Order has been accepted in less than 6 hours;
 - 4.2.2. The Product is out of stock;
 - 4.2.3. The Product line has been discontinued; and
 - 4.2.4. Any other reasons or justifications deemed reasonable by Lapasar.
- 4.3. In the event the cancellation exceeds 3 times within the period of 3 months, Lapasar may exercise and/or impose the following to the Vendors:
 - 4.3.1. Lapasar may temporarily suspend the Vendor's account for a period of 30 days from the date of notification to the Vendor;
 - 4.3.2. Lapasar may instruct the Vendor to undergo a training and/or refresher course with Lapasar during the suspension period which may be subjected to a fee prescribed at Lapasar's discretion;
 - 4.3.3. Upon completing the training and/or refresher course pursuant to clause 4.3.2 above, Lapasar may re-activate the Vendor's account after the completion of the time stipulated in clause 4.3.1;

- 4.3.4. The Vendor's account shall be subjected to a monitoring performance by Lapasar for a period of 90 days from the date of the activation of the Vendor's account; and
- 4.3.5. Lapasar reserves the right to immediately terminate the Vendor's account in the event there is a without basis cancellation of Order by the Vendor during the monitoring period as stated in clause 4.3.4 above.
- 4.4. All Orders are placed with Lapasar, and not directly with the Vendor. The Vendor acknowledges that its contractual relationship exists solely with Lapasar, and any instructions or orders must come directly from Lapasar.
- 4.5. In the event the Order cancellation is made by Lapasar's Client, Lapasar shall have full discretion to cancel the purchase order that has been issued to the Vendor for the said Order.
- 4.6. The Vendor shall indemnify Lapasar at all material times for such instances. Lapasar shall not be responsible for any cancellation made by Lapasar's Client. However, Lapasar may offer mitigating factors to reach an amicable settlement between the Vendor and Lapasar's Client.

5. RETURN AND REPLACEMENT OF PRODUCTS

- 5.1. The Products purchased by Lapasar may be returned due to the following reasons:
 - 5.1.1. The Products were not ordered by Lapasar;
 - 5.1.2. The Products were damaged during delivery;
 - 5.1.3. The Products were counterfeit;
 - 5.1.4. The Products delivered by Lapasar has a shelf life (expiry date) of less than 3 months from the date of delivery; and/or
 - 5.1.5. There were manufacturing defects on the Products purchased from the Vendor.
- 5.2. There shall be no refunds on the return made by Lapasar but the Vendor shall provide a one-on-one replacement to Lapasar by delivering the Products to Lapasar's Client for replacement within 7 Business Days from the date of request for replacement is made.

6. CHARGES / FEES

- 6.1. A Transaction Fee prescribed by Lapasar shall be deducted from the Listed Price on the Marketplace;
- 6.2. The Transaction Fee shall be communicated to the Vendor and should there be any changes to the Transaction Fee, it shall be communicated to the Vendor at least 7 Business Days prior to the enforcement;
- 6.3. The Transaction Fee shall be final and non refundable in any event whatsoever

- 6.4. For selected vendors, a Service Fee described by Lapasar shall be deducted from the Listed Price on the Marketplace and such Service Fee shall be final and non refundable in any event whatsoever;

7. TERMS OF PAYMENT

- 7.1. Subject to Clause 6 above, Lapasar shall make payment of the Transaction Price to the Vendor within 30 to 60 days from the last day of the month in which the Orders have been GR.
- 7.2. Should there be more than one Order that has been GR in the same month, the Transaction Price shall be consolidated into one payment. The explanation of the timeline of the Payment to be made by Lapasar shall be as follows:

Order Date	Delivered Date (aka GR Date)	End of the GR-Month	Payment Month (30 to 60 days)
2-Feb-2021	3-Feb-2021	28-Feb-2021	April
26-Feb-2021	27-Feb-2021	28-Feb-2021	April
2-Mar-2021	3-Mar-2021	31-Mar-2021	May

- 7.3. Notwithstanding the above, the Vendor may request from Lapasar an early payment to be made to the Vendor subject to an early payment fee of 2.5% to be imposed on the total Transaction Price to be paid to the Vendor.
- 7.4. Notwithstanding the above, Lapasar reserves the rights to make partial or full payments at a later date, for Orders that went to clients of Lapasar that observe a longer payment cycle. Vendors will be informed of the same.
- 7.5. The Vendor shall not be required to issue an invoice to Lapasar for the Order made through the Marketplace and an Automated Invoice shall be generated. The Vendor hereby agrees and acknowledges that all payments shall be made based on the Automated Invoice.
- 7.6. Lapasar, may, without limiting any other rights or remedies Lapasar have at law and equity, withhold any payment to the Vendor under any of the following circumstances:
- 7.6.1. The Order is disputed;
- 7.6.2. Insufficient details, incorrect banking details and documentation provided by Vendor during auto invoicing registration;
- 7.7. Any enquiries in respect of payment may be submitted to Lapasar via Lapasar live chat or by email to finance@lapasar.com (cc welcome@lapasar.com). Any payment

follow-up regarding GR Order shall be accompanied by a duly signed and acknowledged delivery order and/or delivery order report.

8. WARRANTY AND INDEMNITY BY THE VENDOR

8.1. The Vendor hereby warrants that the Products sold through the Marketplace are, amongst others:

8.1.1. Free from defects in materials and workmanship;

8.1.2. Conform to the descriptions, specifications and images provided on the Marketplace;

8.1.3. New, authentic and not counterfeit or unauthorised replicas;

8.1.4. Legally available for sale and do not infringe upon any third-party rights.

8.2. In the event that the Products delivered are not in compliance with the warranty provided by the Vendor, the Vendor shall provide a one-on-one replacement within 7 Business Days from the date of the notification failing which, Lapasar may exercise its right pursuant to Clause 9 below.

8.3. The Vendor hereby agrees and understands that the use of the Marketplace and the services offered through the Marketplace by Lapasar will be utilised by the Vendor at its own risk on an “as is” and “as available” basis.

8.4. The Vendor further undertake and warrant the following:

8.4.1. The Vendor will keep updated, amongst others, the stocks and details of the Products including but not limited to price and product stock keeping unit;

8.4.2. The Vendor shall not misuse the Marketplace;

8.4.3. The Vendor shall not interfere with the services offered on the Marketplace;

8.4.4. The Vendor shall not attempt to access or interfere with the Marketplace by a method other than the interface and the instructions provided by Lapasar;

8.4.5. The Vendor shall only use the Marketplace as permitted by the relevant laws and regulations as well as the policy implemented by Lapasar;

8.4.6. The Vendor shall not upload, post, email, transmit or otherwise make available any material on the Marketplace that is:

8.4.6.1. Unlawful, obscene or fraudulent;

8.4.6.2. Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; and

8.4.6.3. contains software viruses, bugs, cancelbot, worms, 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.

- 8.5. As such, Lapasar makes no warranty of the following:
 - 8.5.1. The service on the Marketplace shall at all times meet the Vendor's requirement;
 - 8.5.2. The service on the Marketplace shall be uninterrupted, timely, secure and/or error-free;
 - 8.5.3. The service on the Marketplace shall be accessible at any time or at all times by the Vendor;
 - 8.5.4. The materials or the results obtained from the use of the service shall be accurate or reliable;
 - 8.5.5. Any errors in the software will be corrected; and
 - 8.5.6. All Transactions made on the Marketplace will be completed by Lapasar's Client.
- 8.6. The Vendor agree to defend, indemnify and hold Lapasar, its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs arising out of or in any way connected with:
 - 8.6.1. The Vendor's use of the Marketplace and its services therein;
 - 8.6.2. The Vendor's violation of these terms and conditions;
 - 8.6.3. The Vendor's violation of any third-party right, including without limitation any copyright, property or privacy rights;
 - 8.6.4. Any claim by Lapasar's Client in respect of the use of the Products delivered by the Vendor; and/or
 - 8.6.5. Any misrepresentation made by the Vendor.
- 8.7. Lapasar reserves the right, at its sole discretion, to assume the exclusive defence and/or remedies of any claim and/or allegation made against Lapasar by Lapasar's Client or any third party subject to the indemnification by the Vendor, in which event the Vendor shall cooperate with Lapasar in asserting any available defences and/or remedies.
- 8.8. Lapasar shall not be liable to the Vendor for any direct or indirect, incidental, consequential or special damages, exemplary damages or for any loss of profits, goodwill, use, data, reputation, business disruptions, or other intangible losses, regardless of whether it has been or have has not been advised of the possibility of such damages, resulting from:
 - 8.8.1. The use and/or the inability to use the Marketplace;

- 8.8.2. The cost of sourcing for substitute of the Products listed by the Vendor;
 - 8.8.3. Fraud, unauthorised access to the Marketplace, alteration or loss of the Vendor's Transaction transmission, documents or data;
 - 8.8.4. Statements made, references or ratings given on the Marketplace;
 - 8.8.5. Any suspension and/or cancellation from the Marketplace;
 - 8.8.6. Lapasar's compliance with the requirements by any third party of any applicable laws and regulations.
- 8.9. The indemnification clause shall survive the cancellation or termination of the Vendor's account at the Marketplace and/or the Vendor's use of the Marketplace.
- 8.10. The Vendor shall sell all their Products within a reasonable margin and price. In the event, Lapasar finds the price of a Product to be unreasonable, Lapasar shall have full rights to disable such Products from the Marketplace without prior informing the Vendor.

9. PENALTY

- 9.1. If the Vendor is found to have violated any of the terms and conditions stipulated herein, Lapasar may impose a penalty on the Vendor for each Order, at its sole discretion subject to any investigation made by Lapasar.
- 9.2. Vendors shall be given 7 days to provide justification before any penalty is enforced. A written appeal may be submitted within 3 days of penalty notification.
- 9.3. The Penalty imposed shall be calculated at 50% to 100% of the total value of the Order submitted by Lapasar's Clients accepted by the Vendor.

10. SUSPENSION/TERMINATION OF ACCOUNT

- 10.1. In the event the Vendor wishes to terminate the Vendor's account in the Marketplace, the Vendor may inform Lapasar in writing via email (welcome@lapasar.com) or via live chat and the termination shall take place on the 30th day from the date of notification subject to clearance of any pending Orders in the Marketplace. The payment term shall not be affected.
- 10.2. Lapasar shall have the right to suspend and/or terminate the Vendor's account in the Marketplace, whether in whole or in part, with or without making any further reference to the Vendor in the event of a breach of this terms and conditions, including but not limited to the following:
 - 10.2.1. The Vendor, if it's a registered business, the registered business has expired;
 - 10.2.2. The Vendor, if it's a company registered under the relevant laws, it has been winded up by an Order of the court;

- 10.2.3. There have been more than 3 occasions where the Vendor has failed, refused and/or neglected to fulfil an Order without providing reasonable justification to Lapasar in whatsoever manner; and/or
- 10.2.4. Any other reasons deemed reasonable by Lapasar.

11. DATA CONFIDENTIALITY AND PRIVACY

- 11.1. The Parties hereby acknowledge and agree that certain information provided by the Vendor is confidential and proprietary. Lapasar shall at all times treat all such information as strictly confidential and shall take reasonable measures to protect confidentiality.
- 11.2. Lapasar shall collect, process and use the personal data and confidential information in accordance with the Personal Data Protection Act 2010 (“**PDPA**”) and any other applicable data protection laws.
- 11.3. Lapasar shall implement appropriate technical, administrative and physical measures to safeguard and protect the personal data from any unauthorised access, disclosure, alteration or destruction and the measures shall be in compliance with the PDPA and any other applicable laws.
- 11.4. Lapasar may, as and when necessary, share the personal data provided with Lapasar's Client, trusted third-party service providers and partners for the purpose of providing and improving the services. The sharing of data pursuant to this clause shall be done in compliance with PDPA and any other applicable laws.
- 11.5. By using the Marketplace, the Vendor hereby agrees to provide explicit consent for Lapasar to collect, process and share the personal data shared with Lapasar.
- 11.6. Lapasar shall retain the personal data provided by the Vendor during the period of usage of the Marketplace by the Vendor and shall retain the data for an additional period of 2 years from the date of termination of the usage of the Marketplace by the Vendor. Upon expiration of the said period, the personal data provided shall be securely disposed of.
- 11.7. In the event of a data breach which may lead to a significant risk or impact to the Vendor, Lapasar shall notify the Personal Data Protection Commissioner and the Vendor as required under PDPA.
- 11.8. Lapasar shall have the right to transfer the Vendor's personal data to any other country for processing and shall ensure that appropriate safeguards are in place to protect the data provided during such transfers as required under the PDPA.
- 11.9. The Vendor acknowledges and agrees that for the purpose of utilising the Marketplace, the Vendor shall receive confidential information concerning Lapasar's client. As such, the Vendor undertakes not to use or disclose such confidential information to third parties for any purpose other than strictly for the use of the Marketplace.

- 11.10. Where the Vendor has access to information regarding Lapasar's client, the Vendor undertakes not to disclose such information and/or use the information for any purpose other than to facilitate the services provided in the Marketplace.
- 11.11. The terms contained in this clause shall not be applicable to publicly available information or information already known to the third party prior to the disclosure or have been disclosed under the operation of law or disclosed with the written consent of the other party.
- 11.12. Any information uploaded by the Vendor on the website whether it is related or not related to the use of the Marketplace is not within our responsibility except for proprietary information and Lapasar shall not be responsible for the loss of data.
- 11.13. The Vendor also understood and consented that by using the Marketplace our servers automatically collect the data of the Vendor's browser whenever the Vendor visited the Marketplace, including but not limited to, IP address, types of browser, the web page visited before visiting the Marketplace, the pages visited on the Marketplace and time spent on the Marketplace.

12. INTELLECTUAL PROPERTY

- 12.1. The Marketplace and all content made available on the Marketplace, including text, graphics, images, logos, icons, audio clips, digital downloads, and software, is the property of Lapasar and is protected by the intellectual property laws in Malaysia.
- 12.2. The trademarks, trade names, and service marks of Lapasar ("**Trademarks**") displayed on the Marketplace are registered and unregistered Trademarks of Lapasar and Lapasar's Client. Any use of these Trademarks without the prior written permission of the respective owner is strictly prohibited.
- 12.3. The Vendor agrees that by submitting, posting, and uploading texts, graphics, images, logos, icons, audio, clips, digital downloads and software on the Marketplace, the Vendor agrees to grant Lapasar a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content within the confines of Malaysian Law and the Marketplace.
- 12.4. The Vendor agrees that Lapasar, in its sole discretion, may use the Vendor's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings for the purpose of advertising or publicising the Vendor's brand.
- 12.5. The Vendor may display third-party content on the Marketplace, including links to third-party websites of which we do not claim any ownership of, endorse, or assume any responsibility for any third-party content in compliance with Malaysian Law and the Vendor hereby undertakes that it has obtained the necessary approval and consent from the relevant third party.
- 12.6. The Vendor agrees to defend, indemnify and hold harmless Lapasar for any third-party claims brought against Lapasar alleging that the material submitted by the Vendor on

the Marketplace infringes the intellectual property laws or rights of any third party of which in the event of a claim made by a third party, Lapasar shall promptly notify the Vendor in writing of any such claim by any third party and take any reasonable actions to mitigate the matter and the Vendor shall at all times give cooperation apart from indemnify Lapasar against the claim

13. NOTICES

- 13.1. Any notices sent by either party must be in writing and in the English language.
- 13.2. Any notices (inclusive of legal notices) sent by Lapasar shall be sent by email to the email address provided by the Vendor during registration and shall constitute a proper and valid notice. The notices shall be deemed to have been delivered and received by the Vendor at the time and date of the email.
- 13.3. Any notices to be sent to Lapasar shall be sent to Dannis Raj A/L David (dannis@lapasar.com) and shall be deemed delivered upon receiving the acknowledgement from the person in charge.

14. FORCE MAJUERE

- 14.1. Neither Lapasar nor the Vendor shall be liable or held responsible for any failure or delay in performing any of its obligations under these Terms and Conditions if such failure or delay is caused by or results from events beyond the reasonable control of the affected Party, subject to Clause 14.3 below, including but not limited to:
 - Natural disasters (such as floods, fires, or earthquakes),
 - War, riots, or civil unrest; and
 - Government restrictions or changes in law,
- 14.2. If such an event happens, the affected party must:-
 - 14.2.1. Inform the other party as soon as possible;
 - 14.2.2. Show evidence that they have mitigated the situation in a reasonable manner
- 14.3. Lapasar has the sole discretion to determine if the Vendor has mitigated the situation in a reasonable manner before confirming that the Vendor is not liable for the delay caused.

15. GENERAL TERM

- 15.1. Lapasar reserves the right to amend these terms and conditions and at any time with or without notice. Unless stated otherwise, the amended terms and conditions will be effective immediately upon notification to the Vendor. The Vendor at all times is responsible for ensuring that it will comply with Lapasar's most recent and updated terms and conditions.

- 15.2. Any addendums, appendices, annexures, codes, guidelines, or policies issued by Lapasar shall form an integral part of these terms and conditions and shall be read together with the terms and conditions contained herein.
- 15.3. In the event of any discrepancy between the terms and conditions stated herein and specific addendums, appendices, annexures, codes, guidelines, or policies issued by Lapasa, the specific provision shall prevail over any general clauses.
- 15.4. Any discrepancy or inconsistency of the terms and conditions set forth herein and the addendums, appendices, annexures, codes, guidelines, or policies issued by Lapasar shall not invalidate the terms and conditions herein.
- 15.5. Parties shall be and act as independent contractors and the relationship created herein is only limited to a supplier and purchaser relationship.
- 15.6. The terms and conditions herein are governed by the laws of Malaysia and in the event there are any discrepancies, issues and/or disputes between the Parties, the Parties shall submit to the jurisdiction of the Courts in Malaysia.
- 15.7. Lapasar's failure or refusal to exercise or enforce any rights or provisions in these terms and conditions shall not constitute a waiver of such rights or provisions.
- 15.8. The Vendor hereby agree that the account created is non-transferable and shall only be exclusive to the Vendor.
- 15.9. Unless stated otherwise, all prices, Transaction and Service Fees and any other payments arising from the Marketplace are exclusive of the delivery costs, insurance, taxes, and any other relevant statutory payment and the Vendor shall at all times be responsible for the payment towards the relevant statutory payment.
- 15.10. In the event Lapasar incurs solicitors' fees attributable to the Vendor's negligence, the Vendor shall be liable to reimburse Lapasar the solicitors' fees on a client-solicitor basis.

APPENDIX A

List of Prohibited Items in Clause 2.9 of the Lapasar Marketplace's terms and conditions*:

- a. Corrosive Products i.e. acids, alkalis, wet cell batteries, mercury and apparatus containing mercury.
- b. Compressed Gases i.e. flammable, non-flammable or poisonous such as camping gas, butane, propane, oxygen and aqualung cylinders.
- c. Poisonous and Toxic Substances i.e. arsenic, cyanides, insecticides and weed killers
- d. Explosives i.e. munitions, fireworks and flares.
- e. Dangerous Item and Articles i.e. 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.
- f. Infectious Substances i.e. Products containing bacteria, viruses and cultures.
- g. Flammable Liquids i.e. lighter and heating fuels, petrol and turpentine.
- h. Organic Peroxides i.e. bleaching powders and peroxides.
- i. Radioactive Materials
- j. Flammable Matches and Articles i.e. disposable lighters, refills and book matches.
- k. Oxidising Materials i.e. pool chemicals, fibreglass and repair kits.
- l. Alcoholic Beverages i.e. Alcoholic Beverages - Beer & Cider, Liquor & Spirits, Sake, Soju & Umeshu, Wine & Champagne and Others.
- m. Sexual Wellness i.e. Condoms, Lubricants, Performance Enhancement, Sex Toys and other related materials.
- n. Any form of drugs that require a prescription or mood-altering substances that may put consumers at risk.
- o. Tobacco-related Products including e-cigarettes and its components.

- p. Miscellaneous i.e. dry ice, heat-producing articles and engines.
- q. Products containing pornographic or obscene materials.
- r. Any Products not permitted by law and regulations of Malaysia and not ordinarily used in an online Transaction; and
- s. Any other Products deemed prohibited by Lapasar from time to time.

*This list is not exhaustive.