

# Lapasar Sellers Terms & Conditions

The Seller agrees that the use of this Website is subject to the Terms and Conditions set out below and as updated from time to time. Lapasar only grants access to the services on the Website or part thereof if the Seller agrees to the applicable Terms and Conditions. By using and continuing to use the Website, the Seller has agreed to all Terms and Conditions of use for the Website. By using the Website, the Seller is warranting to have the authority to bind your company. Lapasar reserves its sole right and discretion to decide whether the Seller may become and continue to be a Seller on the Website.

## Definition of Terms

**'Agreement'** means these Terms and Conditions for the Website made available on the Website and 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 Lapasar, to the services available on the Website who is subject to this Agreement and 'you' or 'your' wherever found in this Agreement shall also mean the Buyer;

**'Data Processing Agreement'** means the data processing Agreement incorporated into this Agreement in Appendix 5;

**'Lapasar'** means the owner of the Website and LAPASAR SDN BHD, a company duly registered in Malaysia with the company number 1198228-D;

**'Marketplace'** means the online service made available on this Website for listing and promoting services and Products made available by Sellers;

**'Parties'** shall mean Sellers or Buyers on the Website;

**'Products'** shall mean 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 Lapasar, to the services made available on this Website who is subject to this Agreement;

**'Transaction'** means the individual exercises entered into in respect of the Products, between Buyer and Seller or each of them with Lapasar, using the services on the Website;

**'Transaction Charges'** means the commission that is charged to the Seller for the sale of a product 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 the Website known as Lapasar and found at [lapasar.com](http://lapasar.com) and all subpages thereof excluding links to external sites;

**'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 Lapasar, 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.

## **1. General Terms**

- 1.1. Lapasar 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 Seller 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.
- 1.2. Use of the Website and the services occurs, not limited to when you access any page to register/subscribe as a Buyer on the Website, transact on the services provided by Lapasar, placing an order through the marketplace or submit any content to promote your company or a request for reference.
- 1.3. The Seller accepts full responsibility for its use of and/or participation in the Website, the services and any Transactions.

## **2. General Subscription**

- 2.1. Each Seller intending to use the services shall register/subscribe (with or without payment) on the Website and to the services as required by Lapasar.
- 2.2. Where relevant, Transaction Charges applicable currently shall be published here in Appendix 2. Transaction Charges may change from time to time and will be published before the changes are effective.
- 2.3. For the avoidance of doubt, the Transaction Charges are not refundable in any event and under any circumstances whatsoever.
- 2.4. As provided in these Terms and Conditions, in the event of default in payment, Lapasar reserves the right to terminate this Agreement in whole or part and thereafter at any time, cancel any registration/subscription without notice. Lapasar shall not be liable for any loss or damages as a result of such termination, cancellation or suspension even if such losses or damages are brought to our attention.

## **3. Services**

- 3.1. From time to time Lapasar may make available services (as listed in Appendix 1) to Sellers 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.

- 3.2. The Parties shall be responsible to refer to the currently applicable Terms and Conditions imposed for every Transaction and each Product on the Website by the Buyer, Seller or Lapasar respectively as the case may be.
- 3.3. The Transaction Price for every Transaction shall be stated on the Website and shall be payable in full by the procuring party. Lapasar reserves the right to amend the Transaction Price listed at any time without giving any reason or prior notice.
- 3.4. Each of the Sellers has final responsibility for all decisions regarding the management of its subscription to the Website and operation of each individual.
- 3.5. Transactions in the course of procuring, participating or accessing the Website and the services and there shall be no recourse to Lapasar for any loss or damage suffered as a result of such decisions.

#### **4. Transaction Charges**

- 4.1. Sellers are subjected to pay the relevant Transaction Charges to Lapasar for using the Website and its services and for each individual Transaction happening on the Website.
- 4.2. The Transaction Charges applicable currently shall be published here in Appendix 2 and shall be payable in the manner set out in Appendix 2. Transaction Charges may change from time to time and will be published before the changes are effective.
- 4.3. For the avoidance of doubt, the Transaction Charges are not refundable in any event and under any circumstances whatsoever.

#### **5. Using the Services**

- 5.1. 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 Lapasar, from time to time. Lapasar reserves 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.
- 5.2. Lapasar shall endeavour to take all reasonable steps to protect the Buyer, Seller, Lapasar, Website and/or services and Lapasar reserves the right 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.
- 5.3. Without limiting the above, you agree and undertake to
  - 5.3.1. not misuse the services, the Website or the property of Lapasar;

- 5.3.2. not interfere with the services or try to access them using a method other than the interface and the instructions that we provide;
- 5.3.3. 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;
- 5.3.4. not upload, post, email, transmit or otherwise or make available any material that**
- is obscene, fraudulent, unlawful, or harassing;
  - infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - contains software viruses, bugs, cancelbot, 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;
- 5.3.5. not use the Website or services for material or Products including the following:**
- any form of drugs that require a prescription or mood-altering substances that can put consumers at risk;
  - tobacco or cigarette-related products inclusive of e-cigarettes and their components;
  - that which encourages political or racial elements and hate provoking elements;
  - goods that are stolen or do not belong to the Sellers;
  - 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;
  - that which is infringing a third party's rights, pornographic or obscene materials, products or services; or
  - other products or materials not permitted by law and regulation in Malaysia or not ordinarily used on such online services; and
  - not use or cause the services to be used in connection with any structure similar to pyramid schemes, multi-level 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 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.
- 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 Seller during registration or as set out in Appendix 2.
- you shall report immediately to Lapasar'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.
- you agree to not perform, without our advance consent, any load testing on the services, even if it is performed using test accounts.
- 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.

**5.3.6. Lapasar shall have the right, but not the obligation, to**

- 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;
- prevent or restrict access of any Buyer or Seller to the Website and/or the services;
- report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities; and/or
- 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.

## **6. Payment Methods**

- 6.1. The payment methods available on the Website are listed in Appendix 2 and may be provided by Lapasar directly or through approved third parties including the payment gateway provider.
- 6.2. For each Transaction, the procuring party agrees to pay the full Transaction Price listed for the Transaction to the Seller or Lapasar as the case may be, through the payment methods provided for by us.

## **7. Information and Confidentiality**

- 7.1. The Website is set up to provide a service to Buyers and Sellers, to extend their network, expand their business. 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 notice and updates sent to you by Lapasar is proprietary and confidential to Lapasar 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.
- 7.2. 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.
- 7.3. You acknowledge that Your Data (other than sensitive data) submitted to the Website may be published 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 marketplace, you will ensure that Your Data does not contain any sensitive information.
- 7.4. Any sensitive information that you provide to Lapasar will not be published. 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 Lapasar and servicing your account. such information will be handled subject to legal requirements and data policy and privacy statements. 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 may be. Any bids submitted by the selected Sellers in response to your request will be disclosed to you.

- 7.5. You agree that any personally identifiable information (personal data) 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 are withdrawn. You will not disclose personal data you receive to a third party.
- 7.6. 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 may be.
- 7.7. You undertake that all information provided to Lapasar 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 received before relying on it.
- 7.8. Lapasar has 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 the advertiser to the Buyer or Seller where necessary.
- 7.9. You acknowledge that the 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 Lapasar displaying your ratings, references and any delisting of a Seller (notwithstanding that we may choose to remove postings at our sole discretion). When 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. Lapasar shall not be liable to the Buyer, Seller or any third parties for any rating, reference provided or delisting.
- 7.10. By agreeing to these Terms and Conditions, you agree to allow Lapasar 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.
- 7.11. 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.
- 7.12. The restrictions in this section do not apply to information that is already public nature, through no fault attributable to a party or information that is already

known to the other party prior to the party's disclosure or disclosed under the operation of the law or is disclosed by a party with the written consent of the other party.

- 7.13. 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. Lapasar is also not responsible for the loss of Your Data and you shall ensure that the necessary steps are in place for data reconstruction if there is a loss.
- 7.14. Your Data may be accessed from the Website for a limited period only as set out in Lapasar's data retention policy. Any further request for retention shall be chargeable as a service.

## **8. Intellectual Property and Indemnity**

- 8.1. Any information provided by Lapasar 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). Lapasar grants 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 notice that appears on any such copies.
- 8.2. Lapasar hereby agrees to defend, indemnify, and hold you harmless from any third party claims against you that a service infringes any intellectual proprietary rights of a third party ("IP Claim"), provided that you:
- you have used the services in accordance with its documentation and the Terms and Conditions of this Website;
  - you have promptly notified Lapasar in writing of any such IP claim within fourteen (14) days of being aware of such a claim or potential claim; and
  - you agree to fully cooperate with Lapasar in the investigation of the IP claim and allow Lapasar to control and direct, preparation, defence and settlement as it deems fit without any need for further consultation with you.
- 8.3. Following notice of an IP claim or any facts which may give rise to such IP claim, Lapasar may, at its sole discretion and at its 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)
- procure for you the right to continue to use the services,
  - replace the services, or



- modify the services to make it non-infringing. If Lapasar determines that it is not commercially reasonable to perform any of these alternatives, Lapasar shall have the option to terminate this Agreement.
- 8.4. Subject to the above, Lapasar 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 Lapasar in writing save that Lapasar will not be responsible for any settlement that Lapasar does not approve in writing prior to such settlement.
- 8.5. Notwithstanding anything else herein to the contrary, the foregoing states Lapasar's entire liability and your sole and exclusive remedy for infringement of intellectual property rights or allegations thereof.
- 8.6. 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 Lapasar, in its 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 publicising your use of the service.
- 8.7. You agree to defend, indemnify, and hold harmless Lapasar for any third party claim brought against Lapasar 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, Lapasar shall
- promptly notify you in writing of any such improper content claim;
  - permit you to control and direct the investigation, preparation, defence and settlement of the claim; and
  - provide reasonable assistance and cooperate with you in the defence of the same, at your expense.

## **9. Termination and Cancellation**

- 9.1. The subscription to the Website for the period stated shall continue unless terminated by the Buyer or Lapasar as the case may be. Any notice to terminate must be in writing and received by Lapasar thirty (30) days prior to termination of Buyer.
- 9.2. 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 Lapasar in operating the service. Your sole and exclusive remedy in case of such termination is to discontinue using the service.
- 9.3. You acknowledge and agree that Lapasar reserves its rights to terminate, cancel or suspend your subscription and /or the services in whole or part (not limited to) with or without notice where

- 9.3.1. you are in breach or potential breach of the Terms and Conditions herein, any regulatory requirements, guidelines or any applicable law;
  - 9.3.2. upon your insolvency, requests by law enforcement or other government agencies;
  - 9.3.3. on your request to discontinue use of the services;
  - 9.3.4. It is reasonable to do so to protect the Buyer, Seller, Lapasar, Website and/or services as the case may be from any potential confidentiality, security, legal risk or other risks;
  - 9.3.5. Lapasar has any reasonable grounds to believe that the account should be terminated.
- 9.4. Lapasar also reserves 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.

## **10. Warranties, Disclaimers, Indemnity, and Limitations**

- 10.1. Lapasar warrants that it has full power and authority to provide you with the services and to grant you the rights granted herein. To make a claim that service fails to comply with the warranty, you must identify the non-conformity in a written notice delivered to Lapasar 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 the correction of the warranted nonconformity in the service.
- 10.2. You expressly understand and agree that: The use of the Website and the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Lapasar, its subsidiary and related companies, affiliates, officers, employees, agents, partners, licensors expressly disclaim all warranties of any kind, whether expressed 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.
- 10.3. You acknowledge that Lapasar, it's subsidiary and related companies, affiliates, officers, employees, agents, partners, licensors, other Buyers and Sellers make no warranty that
- the service will meet your requirements;
  - the service will be uninterrupted, timely, secure or error-free;
  - the service will be accessible at any time or at all times via the channel selected or used by you;

- the materials or the results that may be obtained from the use of the service will be accurate or reliable;
  - 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;
  - any errors in the software will be corrected; or
  - any trading partner you are dealing with has no financial, operational, legal, reputational compliance or another risk; and
  - that any Transaction will be completed.
- 10.4. 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.
- 10.5. 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.
- 10.6. You agree that you will not hold Lapasar 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.
- 10.7. You agree to indemnify Lapasar and its affiliates, employees, directors, officers, agents, partners, and Sellers against actual, special, incidental or consequential damages) arising out of or in connection with such Transaction.
- 10.8. Lapasar reserves the right, at its own discretion, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Lapasar in asserting any available defences.
- 10.9. You expressly understand and agree that notwithstanding anything else stated to the contrary, Lapasar, 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:
- the service, the materials and the Products;

- the use or the inability to use the service or Website;
  - 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;
  - fraud, unauthorised access to, alteration or loss of your Transaction transmissions documents or data;
  - statements made, references or ratings given, delisting, suspension or conduct of any party on the Website in connection with the service;
  - use made by any party of any material transmitted or made available through the service;
  - any goods or services disposed of or messages sent or received using the service;
  - Lapasar's compliance with the Terms and Conditions on the Website, requirements by any third party or any legal regulatory or other applicable authority; or
- 10.10. The Transaction risks and any other matter relating to the Website, Lapasar, service, the materials or the Products.
- 10.11. Nothing in these Terms and Conditions shall limit our liability for death or personal injury resulting from our gross negligence or willful misconduct.

## **11. Notices**

- 11.1. All notices sent to the other party must be in the English language and be in writing.
- 11.2. Any notices issued by Lapasar 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 Lapasar updated on any changes to the designated email addresses. Lapasar shall be under no obligation to verify email fax or telephone numbers provided by you or to confirm receipt of the notice. all legal notice shall be sent to your latest registered business address.
- 11.3. Any notices to be sent to Lapasar shall be sent as follows:
- for legal notices or for IP claims by registered mail to our registered company address and to the attention of designated officer as below:

Attention: Dannis Raj, Chief Operation Officer

No. 11A, Persiaran Selangor,  
Seksyen 15,  
40200 Shah Alam,  
Selangor.

Email: [dannis@lapasar.com](mailto:dannis@lapasar.com)

With the following information:

- the name and contact information of the complaining party,
- sufficient information to identify the intellectual property work or works
- the allegedly infringing material and its location on Website or service,
- 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,
- a statement of the accuracy of the notification and, under penalty of perjury, that the complaining party is authorised to act on behalf of the rights holder, and
- the notification must be signed physically or using an electronic signature by the rights holder or person authorised to act on behalf of the holder of the exclusive right that is allegedly infringed.

11.4. Any notice sent by email shall not be binding unless acknowledged receipt by Lapasar.

## **12. General Provision**

12.1. 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 may be. These Terms and Conditions constitute the entire Agreement between you and Lapasar and govern your use of the services, superseding any prior understandings, statements, representations and Agreements between Lapasar 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.

- 12.2. 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.
- 12.3. 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 Lapasar 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.
- 12.4. Mediation. Lapasar shall at its 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 the Parties. In the event Lapasar agrees to mediate the dispute, the Parties shall bear any additional charges and costs imposed by us.
- 12.5. 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 to the case may be, with Lapasar, shall be decided by arbitration in accordance with the rules for arbitration of the Kuala Lumpur regional centre for arbitration.
- the appointing authority shall be the Kuala Lumpur regional centre for arbitration.
  - the number of arbitrators shall be one (1).
  - the place of arbitration shall be Kuala Lumpur.
  - the language(s) to be used in the arbitration proceedings shall be English.
  - the law applicable to this contract shall be that of Malaysia
- 12.6. Any dispute, 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.
- 12.7. Lapasar's records. in case of any dispute in connection with any Transaction, the services, this Agreement or the Website, the records of Lapasar's shall take precedence and be conclusive.
- 12.8. Waiver and severability of terms. Lapasar's 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 endeavour 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.

- 12.9. 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. Lapasar 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.
- 12.10. 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 conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 12.11. Taxes and other obligations. Unless stated otherwise, all prices, Fees, charges or such other payments due under this Agreement are exclusive of the cost of shipping, insurance, Fees, taxes, title, licences, 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.
- 12.12. The 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**

### **1) Introduction of Service**

Lapasar provides a 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").

### **2) Provisions of Services for Sellers**

The Website offers Sellers with the following major features:

- Dashboard
- Manage Product
- Manage Order
- Manage Location
- Manage Users
- Manage Bulk Price

- o Sellers are expected to respond to Buyers bulk order request(s) within 12 hours upon receiving the request. Sellers will receive an email notification upon a bulk purchase request sent by a Buyer.
- o If Sellers fail to respond to Buyers within the 12 hours time range, Buyers will be recommended another Seller by Lapasar and the system will respond “Rejected” to the Buyer.
- Reports
- Marketplace Access
- My Profile
- Update Password
- System Settings
- View Audit Logs

### Accept Orders

Once the Buyers have confirmed the Order, Sellers will receive an email to “Accept Order”. Sellers are required to check all the information (price, shipping, quantity and etc) and when Seller’s “Accept” orders, all order details are final. Lapasar is not responsible for any wrong information such as price, specs etc when the order is accepted by the Seller. If Sellers are unable to “Accept” the order, Sellers must email [servicedesk@lapasar.com](mailto:servicedesk@lapasar.com). If the Seller fails to “Accept” order within 2-weeks from the Order Date, Lapasar reserves the right to cancel the order and take the action to the Seller.

### 3) Rating

Seller Rating refers to the rating system assigned by Lapasar Sdn Bhd. and scored by Buyers upon the completion and fulfilment of an order. Rating a Seller is made mandatory on the Website. A Buyer rates a Seller based on focus areas such as product quality, delivery and order fulfilment.

Final ratings of a Seller are calculated by the Website algorithm which will average out the total ratings given by various Buyers. The Website or Lapasar 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.

#### a) Maintaining Seller Rating

- Seller Rating is defined and determined as per the table below as well as the consequences of dropping below a certain rating.

Score	Rating	Actions by Lapasar
0	Seller is unrated or has not completed any orders before	-



1	Seller is performing extremely poorly	Seller will be unlisted from Lapasar
2	Seller is performing poorly	Seller will be cross examined by a representative from Lapasar Sdn Bhd. on their ability to remain on Lapasar
3	Seller is meeting expectations	Minimum score to remain listed on Lapasar
4-5	Seller is performing excellently	Will have priority consideration for dedicated promotion and newsletter to buyers

- For rating 1-2\* for up to 3 orders in a month, Lapasar will conduct an investigation to review if the vendor will be hidden from the marketplace permanently or for 6-months. If there is no response from the vendor, the account will be deactivated.
- For rating of 3\* for up to 6 orders in a month, Lapasar will conduct an investigation to review if the vendor will be hidden from the marketplace for 3-6 months. If there is no response from the vendor, the account will be deactivated.
- In order to maintain a positive rating and to receive positive rating from Buyers, Sellers are recommended to adhere to the following:
  - Ensure that orders are delivered in a timely manner as per EDA stated
  - Ensure that orders are delivered in good condition (not damaged, broken or unsealed)
  - Ensure that they are responsive to any Buyer or Lapasar queries should they arise
  - Ensure that it is possible for Buyers to track their orders once it has been shipped out by Courier Services

#### 4) De-listing

There is one type of delisting in the Website, which is if Lapasar decides to delist a Seller at any point without being obliged to provide justifications of action.

#### 5) Support

- a) Support will be given in the form of e-mail or Live Chat by the customer service team. This support will cover consultancy on the Website clarifications/technical support for the users.
- b) Buyer and Sellers users may always contact the customer service team in settling technical infrastructure and Website server problems arising during the use of the Website and may inform malfunctions. The Website support team shall render assistance service during working hours from 9.00am to 6.00pm at GMT+8 in case of any problems and errors.

- c) 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. Lapasar 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.

## Appendix 2: Payments

### 1) Charging Method

- a) The Transaction Charge, which is charged as a commission on each Transaction between the Buyer and the Seller, will be automatically deducted from the total amount received for the purchase via the Website, and the payment notification will be sent to the Seller via registered email.
- b) At all times, a Seller will be obliged to pay Lapasar its rightful website sales lead in the form of the Transaction Charges for administering each Transaction.
- c) Unless otherwise agreed on in writing between Lapasar and the Seller, the Transaction Charge is 3% (three percent) of the Transaction price.
- d) The Transaction Charge is payable by the Sellers;

### 2) Payment Cycle

- a) Payout for orders is a back-to-back basis. After the GRN is completed, the Buyer will proceed with the payments to Lapasar within 7 (seven) to 14 (fourteen) working days from the invoice submission date.
- b) Unless otherwise agreed on in writing, Sellers are paid within 14 (fourteen) working days after the Transactions completed by the Buyer. Please refer to the example below.

Order Date	Delivered Date (aka GRN Date)	Expected Payment Receive from Buyer (Est. 14 w/days)	Payment Date to Seller (Est.14 w/days)
1-Feb-2023	4-Feb-2023	23-Feb-2023	15-Mar-2023

- c) Sellers must register for Automated Invoicing on the Website and Lapasar reserves the right to hold payment if;
- Payment is delayed from the client (case-by-case).
  - There is a dispute on the order.
  - Incorrect banking details provided in Auto Invoicing Registration.
  - Incorrect documents uploaded for Auto Invoicing Registration.
  - Incomplete Auto Invoicing Registration.

### 3) Payment Enquiries

- a) Sellers should follow up with matters regarding payment and other enquiries to Lapasar Live Chat or email [finance-corp@lapasar.com](mailto:finance-corp@lapasar.com) cc [darren@lapasar.com](mailto:darren@lapasar.com) and [servicedesk@lapasar.com](mailto:servicedesk@lapasar.com). Sellers are required to provide the signed Delivered Order Report when following up for payment. **Lapasar will not accept any SOA** from the Sellers.

## Appendix 3: Cancellation Policy

Cancellation of Order refers to the act of terminating an order either from the Buyer or Seller side due to various reasons.

### 1) Application for Cancellation

- a) Sellers and/or Buyers are not allowed to cancel any orders placed/received without first processing it through Lapasar.
- b) Lapasar allows each Seller/Buyer to issue a cancellation request with justifiable cause by stating the order batch ID and order ID to Lapasar Live Chat Feature. Lapasar administrators will judge each and every cancellation case and process it fairly.

### 2) Requirement for Cancellation

- a) As stated under Application of Cancellation, an order can only be cancelled by Lapasar administrators. Cancellation can only be made under the following circumstances:
  - The order made has not exceeded 6 hours
  - The product line has been discontinued
  - Any other reasons that Lapasar administrators deem reasonable
- b) For Sellers, please note that the Buyer may take the following action if the cancellation reason is due to price change, delivery charge change or stock issues. As it is the responsibility of the Seller to keep their product price, delivery charges and stock availability up-to-date.
  - The Buyer may escalate the issue to request to Block the Seller from their account.
  - Lapasar reserves the right to request for the Seller to undergo re-training and be placed under “monitoring” status for 3-months. Any issues during the “monitor stages may result in the Seller account deactivation.

## Appendix 4: Delivery Policy

### 1) Tracking Orders

- a) All Buyers can track their orders via their Buyer dashboard page by logging in at <http://app.lapasar.com/Buyers/>. Sellers are able to update their respective Buyers on every order's shipping status on Lapasar 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 Shipping/Tracking status Lapasar updated on shipment 2 days from the date of order, please drop an email at [servicedesk@lapasar.com](mailto:servicedesk@lapasar.com).
- b) 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 the information to be updated in delivery tracking sites.

### c) Lapasar prohibit the following restricted items to be included in an order:

- Corrosives – acids, alkalis, wet cell batteries, mercury and apparatus containing mercury.
- Compressed gases – 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, viruses 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.
- Oxidising materials – pool chemicals, fibreglass and repair kits.
- Other dangerous articles – magnetised material.
- Food & Beverages - Alcoholic Beverages - Beer & Cider, Liquor & Spirits, Sake, Soju & Umeshu, Wine & Champagne and Others
- Food & Beverages - Fresh Food - Poultry, Beef, Lamb, Seafood and Others
- Sexual Wellness - Condoms, Lubricants, Performance Enhancement, Sex Toys and Others

### 2) Delivery Expectations and Order Fulfilment

As buyers expect their orders to be delivered on a timely basis, Sellers play a key role in fulfilling their orders within Ship-on-Time (SOT)<sup>1</sup> timeline to meet this expectation.

A good order fulfilment will increase the likelihood for Buyers to leave positive reviews and become a returning customer. This would also unlock more traffic to Seller's store and increase sales.

a) Ship-on-Time (SOT) Policy

- Sellers are expected to ship ready stock items as soon as sellers accept their orders. All Sellers are allowed to declare a specific lead time of delivery for all their listings on Lapasar. Sellers set those delivery terms according to the availability of stock or how fast they could receive stock. For deliveries handled by the sellers themselves, it should be in accordance with the delivery lead time stated (days) declared on Lapasar.
- Lapasar orders standard Estimated Date of Arrival (EDA) is **4 - 6 working days upon order received.**
  - Upon accepting an order, *Sellers* will be required to input the EDA for the orders received, and expected to be committed to the date range stated.
  - Sellers will be required to input a valid reason (e.g. non-ready stock) if the EDA is more than 3 working days.

Shipping Time	Sellers	SOT Expectation
Ready Stock	All Sellers	2 Days
Excluded from shipping time calculation	Sellers from Kedah, Kelantan and Terengganu	Friday & Sunday
	Sellers from other states (including Johor)	Saturday & Sunday
	All Sellers	Public Holiday

**Example 1** (SOT falls on Weekdays):

Monday	Tuesday	Wednesday
Order Received Date	SOT 1 <sup>st</sup> Day	SOT 2 <sup>nd</sup> Day
		*Orders must be shipped out by this day/orders picked up or dropped off by courier company

**Example 2** (SOT falls on Weekends):

Friday	Saturday	Sunday	Monday	Tuesday
Order Received Date	Weekends		SOT 1 <sup>st</sup> Day	SOT 2 <sup>nd</sup> Day

	*Orders must be shipped out by this day/orders picked up or dropped off by courier company
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### 3) Partial Delivery

All Sellers are expected to deliver all the items ordered from the Buyer upon accepting the Purchase Order. Lapasar will not be able to process the payment if the orders are not completed and full GRN made by the Buyer.

### 4) Late Delivery Notice

Should any issues arise that cause the Seller to be unable to meet the initial EDA stated upon accepting an order, Seller must immediately change the EDA date on Lapasar with the justification (which will be emailed to the buyer). Failure to do so may result in order cancellation.

### 5) Delivery Tracking

#### a) Courier Service

- Sellers are responsible to update the Buyer on every order's shipping status by inputting shipment tracking numbers from the respective Courier Service. Please ensure to input the correct shipment tracking number to avoid any confusion.

#### b) Own Transport

- Sellers are responsible to update the Buyer on every order's delivery status through Lapasar's system. Please ensure that the delivery date is accurate and any changes are updated in Lapasar's system.

## 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 will only collect information where it is necessary for Lapasar 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 Lapasar at our address or by emailing Lapasar at [servicedesk@lapasar.com](mailto:servicedesk@lapasar.com).

### 1) Collection of Personal Information

- a) Lapasar does not practise 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 Lapasar in terms of Website operations and internal use only.
- b) when you create a lapasar account the personal information we collect may include your:
- Name
  - Delivery Address
  - Email Address
  - Telephone Number
  - Mobile Number
- c) 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.com
  - 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.
- d) 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).
- e) When you enrol as a client on Lapasar site, we will likewise utilise your own data to send you advertising as well as special materials every now and then. You can withdraw from promoting data whenever by unsubscribing within the electronic advertising material.
- f) Your real request points of interest might be put away with Lapasar. However, for security reasons it 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 present 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.

## **2) Refreshing your Personal Information**

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

## **3) Security of your Personal Information**

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

- a) restricting access to individual data
- b) securely destroying your own data when it's never again required for our record maintenance purposes

#### **4) The revelation of Personal Information**

- a) we won't impart Your Data to some other associations other than related organisations 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
- b) individual data, for example, when there are grounds to trust that the revelation is important to keep danger to life or wellbeing, or for law authorization purposes. lapasar is focused on consenting to the privacy act and the national privacy standards.
- c) we may, however, utilise your contact data to send bulletins from Lapasar and from our related organisations. On the off chance that you trust that your security has been broken by lapasar please get in touch with Lapasar at [servicedesk@lapasar.com](mailto:servicedesk@lapasar.com) and we will resolve the issue.

#### **5) Gathering of Computer Data**

- a) When you visit lapasar, our organisation 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 within 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.
- b) this data is gathered for investigation and assessment with a specific end goal to enable Lapasar to enhance our site and the administrations and items we give. This information won't be utilised as a part of the relationship with whatever other individual data.

#### **6) 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.

#### **7) Objections about Breaches of Security**



If you are not happy with the route in which Lapasar handles your enquiry or objection, kindly don't delay to get in touch with Lapasar at [servicedesk@lapasar.com](mailto:servicedesk@lapasar.com).

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

- 1) Lapasar allows each Seller on the Website to specify the number of days they accept returns for each of their Products after delivery has been made. On the marketplace, each Product will have the return information specified and Buyers shall take note of this. If “returns” is not specified, that particular Product does not have returns and Buyers may not request a return after delivery.
- 2) 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 exempted from being returned. Perishable goods such as food, flowers, newspapers or magazines cannot be returned. Lapasar also does not accept Products that are intimate or sanitary goods, hazardous materials, or flammable liquids or gases.
- 3) To complete your return, you would be required to email Lapasar at [welcome@lapasar.com](mailto:welcome@lapasar.com) with 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 advise the Buyer on the outcome. 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.
- 4) Buyers shall at no time send Products purchased on the Website back to the Seller.
- 5) The cost of shipping for the returns shall be borne by either the Buyer or Seller depending on the outcome of the 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.
- 6) Refunds (if applicable)
  - a) Once your return is received and inspected, Lapasar or the Seller will send you an email to notify you that Lapasar has received your returned item. There may be two outcomes to every return:
    - i) the Seller decides to replace the returned items with a new one;
    - ii) the Seller decides to give a refund should the Seller decide to replace the returned item with a new one, the Seller will then arrange the delivery back to Buyer and the cost of shipping shall be absorbed by the Seller.
  - b) 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.
  - c) Lapasar will not refund the commission charges to the Seller in the case of a refund to Buyer. If the refund request is raised before the money reaches Lapasar's account,

Lapasar shall process the refund directly into the Buyer's account. If the refund is requested after the money has been dispersed to the Seller's account, the Seller shall reimburse the full amount into Buyer's account directly

## **Appendix 7: Goods Received (GR)**

### **1) Order Received (GRN Orders)**

- After orders have been delivered, please ensure the date of delivered order is accurate on Seller's dashboard.
- To ensure a faster GRN in the system, Seller must be able to provide proof of the delivery (e.g. signed DO or tracking number) in the system.
- It is a Seller responsibility to follow up with the Buyer to perform GRN through SAP & Lapasar system but Lapasar team also can support to follow up incase that the Buyer is unreachable or didn't give a response.

By signing up as a Lapasar Seller, the Seller agrees to adhere to [Lapasar's SLA](#) and terms unless otherwise agreed in writing.