

USER AGREEMENT FOR BIZAPP

We are **BIZAPP VENTURES SDN BHD** [Company No. 201801002072 (1264085-M)], a company incorporated in Malaysia and having its registered and/or principal place of business located at No. 14-2, Jalan 8/36, Seksyen 8, Bandar Baru Bangi, 43650 Selangor (hereinafter referred to as “BVSB, we, us”).

We are the brand owner of “Bizapp” (an app that run on Android, IOS as well as on Website) for its users/subscribers (“USER”) to manage their products listing, trading, sale, order, end customer related service and other features.

The USER is advised to read these published terms and conditions carefully.

By registering and/or using Bizapp [via mobile apps, Android and IOS or Website], the USER is deemed to have agreed to be bound by the terms and conditions set out in this Agreement (defined below), as well as those terms and conditions incorporated by reference and/or implication.

We may update these terms and conditions from time to time, and the changes will be effective after posting at the mobile apps, Website or notice to you. Continued use of Bizapp indicates your re-acceptance of the revised terms.. These terms are intended to apply evenly across many places and customs to ensure fairness, uniformity and better service levels for all USER . In any event, we reserve the right to terminate your access to all or any portion of the services at any time.

If the USER continues to use the Bizapp provided by BVSB after the date on which any amendments come into effect, the USER shall be deemed to have consented to be bound by the amended terms and conditions. In the event the USER does not agree to the amendments, the User shall not continue to use Bizapp.

NOW IT IS HEREBY AGREED:

1. Definitions and Interpretation

“Acts and Regulations”	means all relevant Acts and Regulations (including any statute or regulation which amends, supplements or supersedes the same) which govern and/or regulate Malaysian Communications and Multimedia Act 1998, the Malaysian Communications and Multimedia Content Code (“Content Code”), Electronic Transactions and Commerce; but not limited to Patents Act 1983, Computer Crimes Act 1997, Digital Signature Act 1997, Copyright Act 1997, Consumer Protection Act 1999, Consumer Protection (Electronic Trade Transactions) Regulations 2012, Payment Systems Act 2003, Electronic Commerce Act 2006, Personal Data Protection Act 2010, Companies Act 2016, Contract Act 1950, Income Tax Act 1967, Finance Act 2018, Guidelines on Taxation for Electronic Commerce Transactions 2019, Evidence Act 1950 and Penal Code (Act 574).
“Agreement”	means this Agreement and the Privacy Notice including all amendments and modifications from time to time.
“BVSB”, “we”, “us” or “our”	means the company BIZAPP VENTURES SDN BHD (BVSB).
“Business Day”	means any day (excluding Saturdays, Sundays and federal holidays) on which banks in Kuala Lumpur, Malaysia are open for business.

“Confidential Information”	means all information which prior to or upon its disclosure is designated as confidential by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), or which should reasonably be considered as information of a confidential nature by the Receiving Party.
“Consumer / Customer”	means a person who is buying goods and/or services from a USER who are using Bizapp or from USER’s Minishop.
“Consumer Protection”	has the meaning ascribed to it in the Consumer Protection Act, 1999 and Consumer Protection (Electronic Trade Transactions) Regulations, 2012
“Information”	including but not limited to, those information USER provides to us, [including but not limited to organization information, financial information, or other information related to USER or USER business, and any information provided by the User to BVSB or to other Users in any public message area (such as group chatting area, photo area and feedback area) or through email].
“Parties”	means BVSB and USER collectively.
“Party”	means either BVSB or USER.
“Payment Method”	means the payment method used to pay a transaction. The following payment methods may be used (subject to availability): online banking, debit/credit/prepaid card, e-money, balance and redemption codes.
“Personal Data”	has the meaning ascribed to it in the Personal Data Protection Act, 2010 (PDPA) (including any statute or regulation which amends, supplements or supersedes the same) which means any information in respect of commercial transactions, which is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system; is recorded with the intention that it should wholly or partly be processed by means of such equipment; that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any sensitive personal data and expression of opinion about the data subject; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act, 2010.
“Subscription Fee”	means the fee payable by USER to BVSB under this Agreement.
"Substantial Change"	means a change to the terms of this Agreement that reduces USER rights or increases USER responsibilities.
“Support Service”	means additional service as may be requested and required by USER beyond Bizapp published services.
“Trademarks”	means all trademarks and logos of BVSB that exist now or in the future, both registered and non-registered, all as may be specified by BVSB from time to time.

"USER" or "you"	means any individual or organization using and/or subscribing Bizapp including user, agent, Drop Shipper, Stockist, HQ who is using Bizapp to manage agents, products, ordering process and their respective records, using available modules/features available for the user's subscribed package.
"Website" or "Software"	means www.bizapp.com.my

- 1.1 Words bearing the singular in this Agreement shall include the plural and vice versa.
- 1.2 Titles and headings in this Agreement are used for convenience and ease of reference only, and in no way define, limit, extend or describe the scope and intent of this Agreement.

2. APPOINTMENT AND RELATIONSHIP

- 2.1 By registering a Bizapp account via Bizapp mobile apps or via the Website, USER agree to become subscriber to services offered by Bizapp.
- 2.2 List of services are based on the type of package subscription, either the free package or the paid packages.
- 2.3 BVSBS shall from time to time, reserve all its rights to adjust and amend the features/modules of Bizapp and the Website, provided such adjustment and amendment shall not adversely affect Bizapp.
- 2.4 If such adjustment or amendment leads to necessary changes in the mobile apps (Android and IOS) or Website, BVSBS will highlight them as Substantial Change, and BVSBS will announce them to all subscribers via email and/or social media.

3. SUBSCRIPTIONS FEE

- 3.1 The Subscription Fee shall be in Malaysia Ringgit ("MYR") unless agreed otherwise. The USER shall pay the Subscription Fee prior to be able to use the package's features. The Subscription Fee shall be paid directly from within the app/web.
- 3.2 Your Subscription Fee shall be based on the offered package (which will be revised from time to time). Please refer to the current web for the latest schedule (available at <http://bizapp.com.my>.)
- 3.3 The subscription is defined for one full year or half year, starting from the date of upgrading/subscribing the package. You can stop using Bizapp at any time.
- 3.4 To the extent permitted by the applicable law, the Subscription Fee is non-refundable. We may terminate USER account at our discretion. There shall be NO REFUND for termination related to conduct that we determine, in our discretion, violates this Agreement or any applicable law, involves fraud or misuse, or is harmful to our interests or another user. Our failure to insist upon or enforce USER strict compliance with this Agreement will not constitute a waiver of any of our rights.
- 3.5 BVSBS shall be entitled to revise the Subscription Fee for all packages. We will provide USER with 10 Days' prior notice of any revision of Subscription Fee via email. For the avoidance of doubt, posting of the revision of Subscription Fee on the Website shall constitute an effective delivery of the notification to the USER.
- 3.6 Notwithstanding any provision in the Agreement to the contrary, the payment for Subscription Fee is exclusive of SST.
- 3.7 Any Support Service so requested by the USER (if any) shall be subjected to additional charges/cost/fees and at the terms and conditions mutually agreed by both Parties.

4. RESPONSIBILITIES OF USER

- 4.1 The User shall use the Bizapp and services/feature made available based on the subscribed package (“Subscription/Service”) in accordance with the terms and conditions of this Agreement and any law at the time being in force in Malaysia.
- 4.2 The USER shall use its best endeavours to ensure that the USER’s Information and the USER's activities (including its displaying or selling of products/services) that are transacted through Bizapp **shall not**:
- (i) infringes the intellectual property rights of any third party including copyright, patent, trade mark, trade name, designs, trade secret, confidential information, know-how, goodwill, rights of privacy or publicity or other proprietary rights or rights of publicity or privacy of any third party;
 - (ii) otherwise causes legally-recognized harm including but not limited to a product that contains a defamatory statement; or
 - (iii) violates or is illegal under any applicable law, statute, ordinance or regulation.
- 4.3 The User shall not provide and/or cause to be provided Information which:-
- (i) is false, inaccurate or misleading;
 - (ii) involves the sale of counterfeit or stolen items, or any other fraudulent act;
 - (iii) infringes the intellectual property rights including copyright, patent, trade mark, trade name, designs, trade secret, confidential information, know-how, goodwill, rights of privacy or publicity of other any third party;
 - (iv) violates or breaches any law;
 - (v) is defamatory;
 - (vi) contains pornographic or obscene materials.
 - (vii) contains any computer viruses and/or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - (viii) creates liability for BVSB or causes BVSB to lose, in whole or in part, the services of its internet service providers or other suppliers;
 - (ix) introduces, spreads or is intended to introduce and/or spread contents or propaganda of religious, cultural or racist nature; or
 - (x) any other prohibited content as provided under the Content Code.
- 4.4 BVSB reserves the right to remove any items that it deems in violation of the above, at its sole discretion.
- 4.5 The User is solely responsible for the accuracy of the said Information.

5. VIOLATIONS BY THE USER

- 5.1 If the USER intentionally and knowingly engages in any of the following acts, BVSB shall be entitled, at its sole discretion, to limit the Subscription/Service provided to the USER or immediately terminate the Subscription/Service and this Agreement by notice in writing to the USER:
- (i) Using the app to receive payment directly or indirectly, for any sexually oriented or obscene materials or services in violation of BVSB’s policy;
 - (ii) Using the app to receive payments directly or indirectly, for any narcotics, other controlled or illegal substances, steroids or prescription drugs in violation of any laws;
 - (iii) Using the app to receive payments directly or indirectly, for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity;
 - (iv) Using the Bizapp to receive payments directly or indirectly, for any counterfeit products;
 - (v) Using the Bizapp to receive payments directly or indirectly, for any weapons including firearms, ammunition, high capacity magazines, air guns, explosives;
 - (vi) Using the app to receive payments directly or indirectly, for any fireworks or pyrotechnic devices or supplies;
 - (vii) Attempts to tamper, hack, modify or otherwise corrupt the security or functionality of Subscription/Service;
 - (viii) Using the Bizapp for money laundering activities;

- (ix) Using the Bizapp for any illegal or immoral activities, including but not limited to such activities that violate the laws of Malaysia.

5.2 The Parties hereby agree that the damage that BVSB may sustain as a result of a breach of this Agreement, including not limited to Clause 5.1 above; and Clause 9 below by the USER may be substantial, including but not limited to fines and other related expenses from its payment processors and service providers for which damages may not be an adequate remedy for such breach by the USER and in view thereof, the USER acknowledges that BVSB shall be entitled to seek equitable relief, including but not limited to injunctions and specific performance, in the event of any such breach or threatened breach by the USER.

6. DISCLAIMER AND LIMITATION OF LIABILITY

6.1 THE BIZAPP IS PROVIDED ON "AS IS" AND AS AVAILABLE" BASIS". WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING BIZAPP (MOBILE APP OR WEBSITE) AND SERVICE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF BIZAPP ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR APP OR WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS OR DOWNTIME OR MALFUNCTION.

6.2 WE WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT WHETHER BASED IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF TURNOVER, LOSS OF DATA, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), WHETHER OR NOT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The Parties hereto agree that BVSB shall not be held liable for any business expense, machine downtime or damages caused by any deficiency, defect or error in the Service or malfunction thereof and in no event shall BVSB be liable to the USER for any consequential or incidental damages, including but not limited to loss of profits, loss of turnover and/or loss of data.

6.4 The Parties hereby agree that BVSB shall not be held liable in any manner whatsoever in the event there is a dispute between the USER and any of the Customers, unless it can be reasonably proven by the USER that such dispute arose, directly or indirectly, from the wilful negligence, fraudulent act, default or breach and/or acts or omissions by BVSB in the provision of the Service under this Agreement.

6.5 The USER shall not hold BVSB, its holding company, subsidiaries, employees and its suppliers liable in any way for any losses or liabilities arising directly and solely from the fault of the USER or authorised third parties directly relates to the USER in connection with the use of or access to the Service.

7. INDEMNITY

The USER shall indemnify BSB and hold BSB, its holding company, subsidiaries, affiliates, officers, directors agents, shareholders, partners, members and employees harmless from any claim, actions, liabilities, losses, demand, judgment, settlements, costs and expenses any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions thereof) arising directly or indirectly or based on made or incurred due to (i) any claim that our use of USER trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) USER's breach of any term or the violations of any provisions of law or any misrepresentation of a representation or warranty; or (iii) any claim related to your site, including without limitation, content therein not attributable to us ; and/or (iv) USER's breach of or the violations of any provisions of law in connection with the transactions contemplated under this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 During the continuance of this Agreement, BVSB hereby grants USER and its affiliates and related companies a royalty-free, non-transferable and non-exclusive right during the continuance of this Agreement to use the Trademarks on its websites and in any off-line promotional materials for the sole purpose to indicate that it makes use of the Service. The USER shall use such Trademarks in accordance with BVSB's directions for the use of such Trademarks as communicated in writing to the USER. The USER do not have a right of sub-license. BVSB may apply limitations to the right granted to the USER under this paragraph at any time and at its sole discretion.
- 8.2 During the continuance of this Agreement, the USER hereby grants BVSB and its affiliated companies an irrevocable, royalty free, non-transferable and nonexclusive right during the continuance of this Agreement to use its trademark and logo on their Websites and in off-line publications for the sole purpose of indicating that the USER makes use of its Service.
- 8.3 All proprietary rights in the equipment, software (such as interfaces) and other materials used or made available by BVSB in the performance of this Agreement, whether or not it is made available to the USER, shall remain with BVSB. The USER shall only acquire such right of use as is explicitly granted hereunder.
- 8.4 Upon termination or cessation of this Agreement, the USER shall forthwith withdraw any reference or related forms to BVSB and/or the Subscription from its websites and shall forthwith cease the use of the Trademarks, and BVSB shall cease any use of the USER's trademark and logo.
- 8.5 BVSB shall own all data, reports, applications, approvals and information, all intellectual property rights there in and all rights arising from use of Bizapp services, including but not limited to, any and all data; reports; information; sales' data; customers' data; personal data under provision 14.1 (ii) (if applicable and to the extent permitted); and any other relevant data and any rights arising out of Bizapp services, which directly and/or indirectly provided by the User

9. CONFIDENTIALITY

- 9.1 During the continuance of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:
- (i) keep the Confidential Information confidential;
 - (ii) not disclose the Confidential Information to any person save and except with the prior written consent of the Disclosing Party or in accordance with Clause 9.2;
 - (iii) not use the Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement; and
 - (iv) comply at all times with the PDPA.
- 9.2 During the continuance of this Agreement and unless prohibited by the PDPA, the Receiving Party may disclose the Confidential Information to its employees and/or to the Financial Institution (hereinafter referred to as the "Recipient") to the extent reasonably necessary for the purposes of this Agreement.
- 9.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.
- 9.4 The obligations contained in Clause 9.1 shall not apply to any confidential Information which:
- (i) is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
 - (ii) is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party;
 - (iii) is subsequently becomes lawfully into the possession of the Receiving Party from a third party; or

(iv) is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body.

10. REPRESENTATIONS

10.1 Each Party represents to the other that:

- (i) it has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby;
- (ii) it has the rights, licenses, permits and power to perform all obligations incurred by it under this Agreement;
- (iii) the execution, delivery and performance of this Agreement are duly authorised;
- (iv) this Agreement is a valid and binding obligation of it; and
- (v) The execution, delivery and performance of this Agreement and the consummation of the Transactions contemplated hereby do not conflict with or violate its constituent documents, any other contract or agreement to which it is a party, any applicable laws or any order or judgment of any court or governmental authority.

10.2 You represent that:

- (i) if you are an individual, you are capable of entering into a legally binding agreement under Malaysian law;
- (ii) if you are entering into or subscribing Bizapp on behalf of any company and/or business entities, you represent you obtained the authority to bind the corporate entity to the terms and conditions set out in the Agreement.

11. NOTICES

11.1 All notices, statements, demands, requirements or other communications and documents required or permitted to be given, served or delivered to any Party under this Agreement (hereinafter referred to as a "Communication") shall be in writing in the English or Bahasa Malaysia language and shall be either delivered by hand or sent by pre-paid certified or registered mail (airmail in the case of all international Communication), with return receipt requested, to that Party at its address stated in the Website or sent by email to its email address stated at the Website or to such other address or email address as that Party may from time to time have notified the other Party as being its address or email address for purposes of this Agreement to the exclusion of all previously applicable addresses and facsimile numbers.

11.2 A communication shall be deemed to have been given, served or delivered:

- (i) if delivered by hand, upon delivery;
- (ii) if sent by mail, after three (3) Business Days of postage;
- (iii) If sent by electronic mail, twenty-four (24) hours after e-mail is sent.

12. FORCE MAJEURE

If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction, or interference, for so long as the non-performing Party uses reasonable efforts to resume performance.

13. GENERAL

13.1 Entirety

This Agreement and/or its amendments from time to time sets forth and shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one Party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one Party to the other concerning such subject matter.

13.2 Waiver

The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

13.3 Assignability

The Parties may not transfer any rights or obligations it may have under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and permitted assignees.

13.4 Severability

Any of the terms conditions, stipulations, provisions, covenants or undertakings contained herein which are illegal void prohibited or unenforceable in any respect under the law governing this Agreement or its performance, such illegality, invalidity or unenforceability shall be ineffective to the extent of such illegality, void, prohibitions or unenforceability without invalidating the remaining provisions hereof and any such illegality, void, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other terms conditions stipulations provisions covenants or undertakings contained herein.

13.5 Governing Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of Malaysia, and the Parties hereby agree to submit to the exclusive jurisdiction of the Court of Malaysia.

13.6 Time

Time is of the essence of this Agreement.

13.7 Relationship

Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us.

13.8 You authorise and give full consent to us to conduct credit and/ or other checks on you as we may deem fit including but not limited to checking with registered credit bureau or reporting agency(ies) for the purpose of assessing your credit worthiness (such as CTOS, CCRIS and FIS), and that you agree to execute all consent form(s) or to provide additional document(s) necessary for such credit check(s). You understand and agree that any information given by you including personal data collected or held by us) may be held, used and disclosed to the relevant credit bureau or reporting agency(ies) or credit checking officers as we may deem necessary, particularly in the event of any non-compliance on your part, without any liability or notice to you.

14. PERSONAL DATA PROTECTION ACT 2010 AND PRIVACY NOTICE

14.1 Privacy Notice (English)

In compliance with the Personal Data Protection Act 2010 and its regulations, this notice is issued to all our valued customers and/ or prospective customers. This Notice will inform you of your rights with regards to your personal data that has been and/ or will be, collected and processed by us.

(i) Collection and processing of personal data

We have collected and will collect your personal data to be processed by us and/ or on your behalf in the course of your present or future dealings with **BIZAPP VENTURES SDN BHD** [Company No. 201801002072(1264085-M)], its subsidiary(ies), its associated company(ies), its joint venture partners, including of all of its shareholder(s), its director(s), its employee(s), its supplier(s), its contractor(s) and/ or its permitted person(s). Your personal data allow us to achieve the Purpose in clause (iii) herein that are in connection with our business.

(ii) Description of personal data

The personal data that you will provide may include but not limited to your name, age, identity card number or passport number, address of correspondence, including office address, gender, date of birth, marital status, details of children and/or guardian(s), occupation, income range, contact information, including e-mail address, mobile number, house number, facsimile number, and office number, details of employer, details of dependants and/or family members, lifestyle preferences, race, religion, nationality.

(iii) Purpose

The collection and processing of personal data includes but not limited to the following purposes:

(a) Agreements & Arrangements

- Entry into necessary agreements, contracts, memorandum, and/or arrangements to purchase the products or services from us, including sale and purchase agreement, deed of mutual covenant, etc;
- Credit assessments and other background checks as deemed necessary or appropriate by us;
- Collection of outstanding payments from our clients under the agreements;
- Delivery of notice, documents, forms, and other documents under the agreements, contracts, memorandum and/or arrangements;
- Necessary performance of other obligations under the agreements, contracts, memorandum and/or arrangements;

(b) Services & Products

- Delivery of our main services and products or products whether present or future;
- Client relationship management procedures whichever we deem necessary and fit;
- Client profiling activities in connection with our services and products;
- Communication with you and delivery of information by e-mail, telecommunication means, including telephone calls or text messages or social media about products and services offered by Class Of Third Parties under clause 8 herein;
- Such other purposes provided for in our particular services or products offered by us;

(c) Internal Record & External (Marketing)

- Marketing of our products/ services to you whether present or future;
- For purposes relating to any of the above, including but not limited to research, benchmarking and statistical analysis;
- Internal record keeping;

(d) Legal Compliance

- Prevention, hindrance, reporting of any crime including but not limited to fraud, bribery and money laundering;
- Compliance to any legal or regulatory requirements relating to the provision of our services/ products and to make disclosure under the requirements of any applicable law, regulation, direction, court order, order, by-law, guideline, circular, code applicable to us or any associated, subsidiary, related companies of our group.

(iv) Sources

The sources that we may obtain your personal data includes but not limited to booking forms, registration forms, online forms, agreements you have signed, name cards or any identity materials that you have distributed voluntarily; and business directory(ies) or listing(s) that you have subscribed to share your information, etc.

(v) Class of Third Parties

Generally, your personal data with us will be kept confidential. You hereby consent and authorize us to disclose your personal data to the following categories of third parties:

- our associated, subsidiary, related companies;
- our business partners including online business affiliates, retailers, distributors, agents, merchant that provide, supply, distribute or deal in general with our services or products in connection with our business and in relation to our programs and their respective related, affiliates, associates company, if any;
- our auditors, business consultants, accountants, lawyers or other professional advisers and/or consultants as we deem necessary and appropriate;
- our sub-contractors or third party service or product providers as we deem necessary or appropriate, including third party property management or marketing companies or entities;
- any person to whom we are compelled to or required under law or in response to a local or state or federal authority, industry regulator, enforcement agency, statutory authority, court of laws, tribunal, arbitration centre, commission or council or association legally authorized by law.

(vi) Your Obligations

It is obligatory for you to supply your personal data to us in the most accurate manner. Failing which, we are unable to process your personal data on your behalf and for the Purpose stated in clause 3 herein and all relationships created or to be created between us shall then be terminated and ceased to be in effect immediately.

(vii) Your Rights

- (a) Right to request access to personal data: You are entitled to request access to your personal data that is processed by us with reasonable notice.
- (b) Right to request correction of personal data: You are entitled to request the correction of your personal data that is held by us with reasonable notice. With respect to this, you may:
- request correction and/ or update of your personal data that is inaccurate, incomplete or out-of-date; and
 - request retention of your personal data only as long as necessary for the fulfillment of the Purpose stated in clause (iii) herein.
- (c) Rights to limit processing of your personal data: You are entitled to limit our processing of your personal data by expressly withdrawing in full, your consent given previously, in each case, including for direct marketing purposes subject to any applicable legal restrictions, contractual conditions and within a reasonable time period.

(viii) Contact to make inquiries and complaints regarding personal data

If you intend to exercise your rights in clause 14.1 or to make inquiries or complaints regarding your personal data, our policies, procedures in relation to processing your personal data, you may contact the relevant department as follows:

Department	: Customer Relation
Contact No.	: 1700812798
E-mail address	: info@bizapp.my
Postal address	: No 14-2 Jalan 8/36, Seri Bangi, Seksyen 8, 43650 Bandar Baru Bangi, Selangor.

14.2 Pursuant to the PDPA, the USER hereby acknowledges that it is required to and hereby undertakes to inform and obtain consent of its Customers with regards to the disclosure of any form of the Customer's personal data to BVSB for the purposes of BVSB carrying out its Service for the USER.

14.3 The USER hereby agrees that it shall indemnify the BVSB against any costs, loss, or damage which are incurred (whether direct or indirect) by BVSB by reason of the contravention of this Clause 15.

15. CONSUMER PROTECTION ACT 1999 AND CONSUMER PROTECTION (ELECTRONIC TRADE TRANSACTIONS) REGULATIONS 2012

- 15.1 The Parties hereto are aware of the requirements of the abovementioned Acts and Regulations stated in Clause 15, in relation but not limited to Electronic Commerce Transactions and services provided herein.
- 15.2 Pursuant to the Acts and Regulations, the USER hereby acknowledges that it is required to and hereby undertakes to inform and provide to its Customers all relevant information as warranted by the law.
- 15.3 The USER hereby agrees that it shall indemnify the BVSBS against any costs, loss, or damage which are incurred (whether direct or indirect) by BVSBS by reason of the contravention of this Clause 15 and 16.

16. TAX

Both Parties shall hereby adhere to the Income Tax Act 1967 and Guidelines on Taxation for Electronic Transactions 2019. The Parties hereby acknowledge the followings:

- 16.1 Generally, income tax is imposed on the income of any person accruing in or derived from Malaysia.
- 16.2 Any income in relation to Electronic Transactions (hereinafter referred to as “e-CT”) is deemed to be derived from Malaysia if it is associated to any activities in Malaysia regardless of whether that income is received in Malaysia or otherwise.
- 16.3 A non-resident person and/or an entity who and/or which derives income from e-CT may also be deemed to derive that income from Malaysia in relation to:
- (i) Special classes of income; and
 - (ii) Royalty.
- And therefore are subjected to income tax law of Malaysia.

17. OTHER TERMS AND CONDITIONS

- 17.1 We are entitled to engage, sub-contract, assign and/or appoint affiliates and/or any third party service provider(s) to provide the Services and/or part thereof as we may deem fit, in particular the courier/delivery service providers.
- 17.2 The USER acknowledges that Services or part thereof to be provided by third party service provider(s) will be subjected to the service terms and conditions of such third party service providers (which is available via specific links to the respective landing page for the provider prior to use the services; of which, the USER hereby confirms and agrees to be bound by same accordingly.
- 17.3 Among others, the followings are the applicable terms and conditions:
- (i) the fee charged by third party service provider(s) is subject to revision from time to time as deem fit;
 - (ii) late payment interest if the User does not settle any outstanding amount within the prescribed timeframe;
 - (iii) credit limit and / or security deposit may be required/imposed from time to time as deem fit;
 - (iv) illegal goods and services prohibited by us and/or the third party service provider(s), among others:

List of Illegal Goods

- Controlled chemical substances (eg. mercury)
- Drugs
- Fireworks and explosives
- Human parts
- Pornography
- Prescription medications

- Weapons
- Adult Sex Toy
- Alcohol / Liquor
- Brand new DC comic books and merchandise
- E-book
- Email Address
- Foreign Registered Vehicle
- Hacking Device or Software
- Health Supplement for Infants
- Mobile Phone Number and SIM Card
- Offensive Propaganda (including items related to Politics, Religion or other sensitive issues)
- Paintball Marker, Gun and Firearm (Real, Replica, Toy or Fake)
- Pre-ordered Item
- Products that go against the sales policy of any brand or company, i.e. products from Herbalife, Shaklee, Amway, TongYang Inc., STIHL, Elken & Phyto Science
- Satellite Dish
- Speed Trap Device
- Spy Gadget
- Tobacco / E-cigarette
- Uncertified Herbal Medication
- Unsafe slimming products (not approved by the Ministry of Health), for example Collagen Slim, Beautiful Slim Body and Figure-Up
- Used Undergarment
- Vehicle Registration Number and Document
- Vehicle with 'Continue Payment', or 'Continue Loan'

List of Illegal Services

- Black Magic Services
- Car Pool Services
- Counselling Services
- Day Care or Babysitting Services
- Domestic Help
- Insurance or Medical Plans
- Jobs from Overseas (except Singapore)
- Loan and Refinancing Services
- Looking for Agents, Dealers, Distributors, Suppliers, Joint Ventures, Business Partners, Franchises, and other similar ads
- Matchmaking or Dating Services
- Modelling Services
- Personal Messages/Greetings/Announcements
- Provision of Bank Loans
- Get-Rich-Quick Schemes
- Rental of Private Individuals' Vehicles
- Reunion Events or Get-Together Gatherings
- Single or Multi-Level Marketing (MLM, SLM, Direct Sales)
- SMS Services
- Tattoo Services

- Unlock or Jailbreak Services for Gadgets
- Wifi and Broadband Services

18. VALUE ADDED SERVICES OF THIRD-PARTY LOGISTICS SERVICES

- 18.1 In addition to Clause 17, Bizapp is an integrated app system via electronic web-based platform for entrepreneurs manage and expand their business systematically and efficiently through transactions between buyers and sellers of products and services. Bizapp may contains links to Third-Parties Logistics such as Pos Malaysia Berhad, ABX Express (M) Sdn Bhd, J&T Express (Malaysia) Sdn Bhd and Ninja Logistics Sdn Bhd (hereinafter collectively referred to as “TPL”) services and websites. These TPL services and websites are not owned or controlled by the Group and the same are subject to terms and conditions by the respective TPL and Bizapp’s role is merely to provide integration with the TPL to simplify the process of submitting the air-way bills or any orders in relation to the delivery services provided by TPL to the Users.
- 18.2 Further, the value added services of TPL services are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. As such, Users are encouraged and required to read all the terms and conditions and other policies published by TPL on their websites or otherwise and the Users are solely responsible for the said terms and conditions and other policies.
- 18.3 Users further acknowledge and agree that the Group does not control and is not liable to or responsible for any damage, expense, cost or fees of the services rendered by the TPL and Seller and/or Buyer and/or User will reach out to the TPL service provider to resolve such dispute, including but not limited to, transport planning and/or execution of transportation; management; warehousing and/or inventory management; information related activities; value added activities; and any other services by TPL not specified mentioned herein.
- 18.4 Each User acknowledges that it is fully assuming the risks of transactions or services of TPL when using Bizapp to conduct transactions, such risks shall include, but not limited to, misrepresentation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective products, damaged and/or lost and/or delay and/or default in delivery, cost miscalculations, breach of warranty, breach of contract and transportation accidents ("Transaction Risks"). Each User agrees that the Group shall not be liable or responsible for any damages that may arise a result of or in connection with any Transaction Risks.
- 18.5 Provisions for 18.1 to 18.4 would also apply, mutatis mutandis, to the cross-border transactions. Users understand and acknowledge that, where a product listing states that the product will ship from overseas, such product is being sold from a Seller based outside of Malaysia, and the importation and exportation of such product is subject to local laws and regulations. Users should familiarise themselves with all import and export restrictions that apply to the designating country. Users acknowledge that the Group cannot provide any legal advice in this regard and agrees that the Group shall not bear any risks or liabilities associated with the import and export of such products to Malaysia.

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