

VENDOR AGREEMENT (TERMS & CONDITIONS)**1. INTRODUCTION**

- 1.1. Cube Value Sdn Bhd (Registration No. 201501039095 (1164413-X)) ("**Cube Value**" or "**Party**") is a technology company which provides an online market place portal known as "**Bisync**" ("**Portal**") for end users, purchasers or operators ("**Purchasers**") to purchase/obtain goods and services provided by third party vendors ("**Vendors**" or "**Party**"). The "**Services**" we provide or make available include (a) the Portal, (b) the services provided by the Portal and by software made available through the Portal, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Portal or its related services ("**Content**"). Any new features added to or augmenting the Services are also subject to these Terms & Conditions.
- 1.2. The Registration page shall be part of the Agreement. Please read these Terms & Conditions and the accompanying Schedule 2 carefully. By using the Portal, you represent that you are an adult of at least 18 years of age, fully authorised (if on behalf of a business or a company) and capable of validly entering into agreements and performing your obligations hereunder, you also agree that you have read and understood these Terms & Conditions which are applicable to you, your access and use of the Portal. These Terms & Conditions constitute a legally binding contract between you, as a Vendor, and Cube Value ("**Agreement**"). If you do not agree to the Terms & Conditions, please do not use or continue using the Portal.
- 1.3. Cube Value grants you a limited and revocable license to access and use the Services subject to these Terms and Conditions. All proprietary content, trademarks, service marks, brand names, logos and other intellectual property ("**Intellectual Property**") displayed in the Portal are the property of Cube Value and where applicable, third party proprietors identified in the Portal. No right or licence is granted directly or indirectly to any party accessing the Portal to use or reproduce any Intellectual Property, and no party accessing the Portal shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Software, the Portal and its content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Software, the Portal or its content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Portal on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

1.4. We reserve the right to amend these Terms & Conditions at any time. We reserve the right to notify you from time to time of changes to these Terms and Conditions in writing.

2. DEFINITIONS

2.1. In these Terms & Conditions, the following expressions have the meanings ascribed below:

- (a) **“we” “us” and “our”** means Cube Value;
- (b) **“you” and “your”** means Vendors or prospective Vendors of goods and / or services on the Portal;
- (c) **“Offer” and “Offers”** means the goods and/or services provided by the Vendor;
- (d) **“Personal Data”** is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, telephone number, bank and credit card details, email address, government-issued identification numbers, date of birth and insurance information;
- (e) **“Software”** means any software associated with the Portal which is supplied and made available by Cube Value;
- (f) **“Business Day”** means a day excluding Saturdays, Sundays and public holidays, on which banks in Kuala Lumpur are open for business.
- (g) words importing the singular or plural number shall be deemed to include the plural or singular number respectively;
- (h) where a word or phrase is given a defined meaning in these Terms & Conditions, any other part of speech or grammatical form in respect of such a word or phrase defined shall have a corresponding meaning;
- (i) references to **“Clauses” and “Schedules”** are, respectively, to the clauses and the schedules to this Terms & Conditions. All references to the Parties shall, unless contrary to the context and meaning thereof, be deemed to include their respective successors and permitted assigns. References to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied or supplemented from time to time.
- (j) Any reference to **“person”** shall include any individual, partnership, joint venture, corporation, limited liability company, trust, association, government, governmental agency or department or any other entity; and
- (k) any reference to **“writing”** includes a reference to electronic communication, transmission or comparable means of communications but excludes any communications made through any social networking sites.

3. PORTAL PARTICIPATION AND YOUR OFFER

- 3.1. To enrol as a Vendor of the Portal, you shall define all the applicable the terms and conditions and shall supply the content and images to describe and illustrate your Offer by completing and submitting the relevant electronic forms available in the Portal for Vendors (“**Vendor Registration Form**”) to Cube Value through the Portal. Submission of a Vendor Registration Form does not obligate Cube Value to accept any of its contents nor to promote the Offer. Such Offer is not binding on Cube Value unless and until Cube Value accepts the Offer and promotes the Offer.
- 3.2. The actual contract for sale is directly between Vendor and Purchaser and Cube Value is not a party to that or any other contract between Vendor and Purchaser and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. Cube Value is not involved in the transaction between Vendor and Purchaser. Cube Value will not pre-screen Vendors and Purchasers or information provided by Vendors and Purchasers.
- 3.3. By filling in and submitting the Vendor Registration Form, you hereby:
- (a) agree to allow Cube Value to upload the information and images submitted by you together with the Vendor Registration Form or from attachments and / or other resources provided separately by you or your company; and
 - (b) undertake to Cube Value you have the legal rights to use the information or images provided to Cube Value and shall assume full responsibility arising from and incidental to the usage of the contents or images on the Portal.
- 3.4. Upon Cube Value's acceptance of the Offer and once Cube Value begins to promote your Offer to the public, the sales period shall begin, and the Offer becomes an active Offer during such sales period unless the Offer is terminated by Cube Value for any reason.
- 3.5. You shall be solely responsible and liable for the accuracy and completeness of all contents and terms of the Offer, as well as to any customer who may subscribe to the Offer in reliance of the contents and terms of the Offer. In creating your Offer, you may not:
- (a) offer to sell any goods and / or services on terms or in a manner that is prohibited by law from being offered or advertised;
 - (b) include any content that violates or infringes in any way upon the rights (whether intellectual property or otherwise) of others; and
 - (c) include any material that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that constitute a criminal offence, give rise to civil liability or otherwise violate any law.

- 3.6. Cube Value may promote the Offer using any other method and through any medium that Cube Value deems appropriate in its sole and absolute discretion, including through e-mails, mobile applications and any other types of electronic interface or distribution channel owned, affiliated, controlled or operated by or through Cube Value. Cube Value further reserves the right, but has no obligation, to promote the Offer through its affiliates and third-party business partners from time to time.
- 3.7. You hereby acknowledge and undertake that you shall be fully and solely responsible and liable for:
- (a) the decision to make your Offer available through the Portal;
 - (b) fulfilling your Offer; and
 - (c) supplying all goods and / or services as specified in the Offer.
- 3.8. When you engage in activities on the Portal such as downloading, logging in, registering or editing an account or any other similar activities for the supply goods and / or services, Cube Value may require you to provide certain information including the your business name, registration number, mailing address, email address, and contact details. Cube Value shall be entitled to suspend the provision of services to you if the information required is not provided.
- 3.9. You may appoint additional company administrators at your discretion, and Cube Value will provide the necessary Portal login credentials to you. You agree to maintain all Portal login credentials in confidence, only permit your authorised administrators to access the Portal and update all information of the company administrator and other authorised administrators to ensure that it is current, accurate, and complete. You shall limit access to Portal to only those personnel who have a legitimate business need to access such Portal. You are responsible to ensure that all authorised administrators who access the Portal through your devices are aware of and comply with these Terms & Conditions. You shall be responsible for all activities that occur under your Portal login credentials including keeping and maintaining an accurate list of current authorised administrators entitled to access the Portal. Cube Value may review the current list of authorised administrators from time to time via the Portal to maintain and support the Portal and ensure compliance with the Terms & Conditions.
- 3.10. You agree to take all reasonable precautions to protect your password and your account and notify us of any breach of security or unauthorized use of your account.
- 3.11. The Portal may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you or the Purchasers being faulty, not connected, out of range, switched off or not functioning. Cube Value is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

4. PARITY OF PRICES

- 4.1. If you provide identical goods and / or services on online portals/e-commerce platforms (including those owned and managed by you) other than Cube Value's, you shall ensure that the prices of such goods and / or services are lower or equivalent on all portals for the purpose of maintaining parity of prices. We reserve the right to terminate our Services should we find that the prices found on other portals/e-commerce platforms are higher than that on our Portal.

5. CONSENT TO COLLECT PAYMENT

- 5.1. Where you authorise for Cube Value to collect payments on your behalf, the Portal has in place an online payment gateway for accepting payments. You expressly authorize Cube Value to collect payments for purchase orders on your behalf.

6. PAYMENT TERMS

- 6.1. Where you authorise for Cube Value to collect payments on your behalf, payment for purchases using the Portal will be held by Cube Value or its authorised agent. Vendor will not receive interest or other earnings from the sum paid into paid into this account
- 6.2. Cube Value charges a fee for all successful transactions completed on the Portal ("Amount Payable"). The Amount Payable is borne by the Vendor, and is stated in the Schedule 2, rounded up to the nearest cent. Where the Amount Payable is subject to SST, it will be included in the Amount Payable.
- 6.3. Cube Value may also introduce to the Vendor, financiers who will provide financing to the transactions. Any financing will be subject to the relevant terms and conditions of the financiers which will be reflected in a separate agreement.
- 6.4. Notwithstanding any provisions otherwise, in order to settle the Amount Payable by you to Cube Value, you authorise Cube Value to directly deduct the Amount Payable from any amount receivable by you as a Vendor ("**Amount Receivable**") prior to crediting the Amount Receivable to the bank account(s) which you have instructed Cube Value to transfer the Amount Receivable to. We reserve the right to change the payment method or otherwise set off the Amount Payable against your Amount Receivable; or opt to issue an invoice for the Amount Payable where we deem appropriate.
- 6.5. We will credit the Amount Receivable upon receiving confirmation from the Purchaser that the goods and/or services have been received satisfactorily. The Amount Receivable will be credited to your bank account within 30 days after receiving the confirmation.

7. THIRD PARTY VENDORS

- 7.1. You may subcontract or delegate portions of your obligations required by these with respect to a particular Offer to a third party ("**Third Party Vendors**"). If you subcontract or delegate to Third Party Vendors with respect to fulfilling such obligations, you shall remain solely responsible and liable to Cube Value for:

- (a) all your obligations, including financial obligations, under these Terms & Conditions; and
- (b) all acts and / or omissions of your Third-Party Vendors. You shall require your Third-Party Vendors to comply with all applicable restrictions and obligations imposed on you under these Terms & Conditions, and you will be solely responsible for your own financial and contractual relationship with your Third-Party Vendors.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1. By using the Portal, you represent, warrant / undertake that:

- (a) all the information which you provide shall be true and accurate;
- (b) you will only use the Portal for its intended and lawful purposes;
- (c) you will not attempt to commercially exploit any part of the Portal without our permission, including without limitation modify any of the Portal's content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;
- (d) you will not authorize others to use your identity or Purchaser status, and you may not assign or otherwise transfer your Purchaser account to any other person or entity;
- (e) you will provide us with all proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;
- (f) you will not use the Portal for sending or storing any unlawful material or for illegal or fraudulent purposes;
- (g) you will not use the Portal and / or the Software to cause nuisance or behave in an inappropriate or disrespectful manner towards Cube Value or any third party;
- (h) when using the Portal, you agree to comply with all laws applicable to you and / or your use of the Portal;
- (i) you will not copy, or distribute the Software or other content without written permission from Cube Value;
- (j) you will provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the contract. You agree that Cube Value may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, Cube Value has the right but not the obligation to terminate the contract and your use of the Portal at any time with or without notice;

- (k) you will only use an access point or data account which you are authorized to use;
- (l) you agree that your use of the Portal will be subject to Cube Value's Privacy Policy;
- (m) you agree to assist Portal with any internal or external investigations as may be required by Cube Value in complying with any prevailing laws or regulations in place;
- (n) you agree to assume full responsibility and liability for all loss or damage suffered by yourself, Cube Value or any other party as a result of your breach of the contract;
- (o) you will not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud Cube Value or to disrupt the natural functions of the Portal;
- (p) you shall not contact the Purchasers for purposes other than the functions of the Portal; and
- (q) where applicable, you will not copy any content displayed through the Portal, including any third-party product content and reviews, for republication in any format or media.

8.2. Cube Value makes no guarantees, warranties or representations to the Purchasers and others about the accuracy, standard, quality, suitability, reliability, timing, durability, legality or any other aspect of the goods and / or services provided and enlisted on the Portal by you, or your accreditation, registration or license to operate as a Vendor. We do not guarantee, warrant and represent that the Portal will be free of viruses, defects or other harmful components.

8.3. To the extent permitted by law, Cube Value, its related companies and third parties hereby expressly exclude:

- (a) all conditions, representations, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- (b) any and all indirect or consequential losses or damages and loss of income, revenue, or profits incurred by any Vendors in connection with the Portal or through website links and any materials posted thereon, howsoever arising.

8.4. No advice or information, whether oral or written, howsoever obtained from Cube Value shall create any warranty not expressly stated in these Terms & Conditions.

9. PRESS RELEASES, PROMOTIONS AND ADVERTISING

9.1. Cube Value may, at its sole discretion, include you in any press releases or conferences, promotional activities and advertising activities, whether online or offline regarding the Offers described herein or to identify you as a Vendor in these press releases or conference, promotional activities and advertising activities including the use of your name, image, logo and images of your Offers.

10. PERSONAL AND CUSTOMER DATA

- 10.1. You hereby acknowledge that Cube Value owns all customer data collected by, or on behalf of Cube Value pursuant to these Terms & Conditions, including without limitation all information and data of individuals who may make purchase orders ("**Customer Data**"). Subject to applicable laws of Malaysia and in accordance with Cube Value's policies and procedures, Cube Value shall not provide you with access to any Customer Data, except:
- (a) to the extent such specific data is necessary for you to verify the validity of the purchase orders required by customers made through the Portal; or
 - (b) to the extent required by laws or pursuant to any order granted by a court of law or otherwise authorized in writing by Cube Value.
- 10.2. You further agree that any Customer Data you receive via the Portal shall only be used for the direct and specific purpose for which you are provided the Customer Data; and shall be deleted or anonymized once the Customer Data is no longer required to be retained for the said purpose. For the avoidance of doubt, when you are provided with Customer Data of a Purchaser via the Portal for the purposes of obtaining prior confirmation to amend an order placed, you shall only use the Customer Data provided for that sole purpose and remove it as soon as you no longer need the data for that purpose. You shall ensure that any Third Party Vendors you may work with, take all reasonable efforts to protect the security of Customer Data and comply with all laws and Cube Value's policies and procedures relating to the processing of any Customer Data. If you become aware of, or suspect, any unauthorized access to or use of Customer Data, you shall immediately notify Cube Value, and shall cooperate with Cube Value in the investigation of such breach and the mitigation of any damages. You shall bear all resulting costs and expenses incurred by Cube Value to comply with the applicable laws (including but not limited to any Malaysian privacy laws).
- 10.3. Without prejudice to the foregoing, information which you have submitted to us for your registration as a Vendor on our Portal, which may include your Personal Data, may be linked to the account on the Portal or in the course of the supplying of goods and / or services on this Portal. You hereby give your consent to such transfer and storage of information for the purposes of facilitation of your business via our systems, and to facilitate your request to use our products and services in the Portal. Your use of the account and the Portal may be monitored by us or a third-party service provider to provide you with information on your business and account.

11. PROPRIETARY RIGHTS

- 11.1. You acknowledge that Cube Value owns all rights, titles, and interests, Vendor login credentials, trade name, logos, trademarks, service marks, content, data, software, technology, tools, or business methods created or used by Cube Value in the Portal to develop, promote, market, sell, generate, or distribute Offers and otherwise perform under these Terms & Conditions. You may use Cube Value's name, trademarks, and logos solely to publicise your Offer through the Portal to your existing and potential customers.

- 11.2. You shall not use or display any intellectual property belonging to Cube Value in any manner that states or implies that Cube Value has endorsed or approved the Offer or your goods and / or services. You shall inform Cube Value and obtain prior written consent from Cube Value before using any intellectual property belonging to Cube Value and shall comply with any usage guidelines provided to you from time to time. All goodwill and improved reputation in respect of and associated with any intellectual property belonging to Cube Value shall inure to the sole benefit of Cube Value. You have no right, license, title or interest in or to any intellectual property belonging to Cube Value, and shall not use, distribute, transfer, copy, download, display, modify, perform or create derivative works of such intellectual property belonging to Cube Value without the express written consent of Cube Value. You shall not translate, reverse engineer, decompile or disassemble any intellectual property belonging to Cube Value.
- 11.3. We do not claim ownership of any content or information that you upload on our Portal or otherwise provide us with. Where you upload or provide us with any content that is covered by intellectual property rights (including without limitation photos or videos), you grant us a non-exclusive, royalty-free, transferable, irrevocable, perpetual, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content, trademarks, photographs, graphics, artwork, videos, sound clips, text, and other content or materials that you provide to Cube Value or otherwise used to describe your Offer in connection with Cube Value's fulfilment of its rights and obligations under these Terms & Conditions, and undertake that you have the right to grant us such license.

12. SECURITY

- 12.1. Cube Value uses its best endeavours to implement technical measures to secure all Personal and Customer Data from accidental loss and from unauthorised access, use, alteration, or disclosure. Nevertheless, we do not guarantee that unauthorised third parties will never be able to defeat those measures or hack into our systems.

13. OFFENCE

- 13.1. Any unauthorised reproduction of the Portal is strictly prohibited. You must not knowingly introduce viruses, trojans, worms or other harmful malware into the Portal. You must not attempt to gain unauthorised access to the Portal, content management system, database and / or server or conduct any denial-of-service or distributed denial-of service attack. You must not reproduce, copy, transfer, give access to, distribute, sell, rent, lease, assign, sub-license, create derivative works from, decompile, reverse engineer, or disassemble the Portal or any part thereof, or take any measures to interfere with or damage the Portal or any part thereof.
- 13.2. In the event of a breach of the above term, we will disclose your identity and report such breach to the relevant law enforcement authorities. Your right to use the Portal shall cease immediately.

14. INDEMNITIES

- 14.1. You agree to indemnify and hold harmless Cube Value, its directors, officers, employees, representatives, agents, subsidiaries, related parties, affiliates, other Vendors, independent contractors, partners, and advertisers from and against all claims, damages, direct or indirect losses (including loss of profit), liabilities, costs, debt and expenses (including but not limited to solicitor's fees on a solicitor-client basis) ("**Claim**") arising from or relating to:
- (a) the usage of the contents, images and the information in your Vendor Registration Form;
 - (b) any misuse of and unauthorised access to the Portal;
 - (c) actual or alleged breach of any obligation under these Terms & Conditions;
 - (d) any third-party claims or damages relating to death, personal injury or emotional distress arising from or related to use of the services.
 - (e) any sales channels owned or operated by you, your Offers (including the offering, sale, fulfilment, refund, or adjustments thereof), your materials, any actual or alleged infringement of any intellectual property rights by any of the foregoing, and any personal injury, death or property damage related thereof.
- 14.2. You agree that this defence and indemnification obligations will survive the termination of these Terms & Conditions and your use of the Portal.
- 14.3. You shall engage counsel(s) reasonably satisfactory to Cube Value to defend each Claim. If at any time Cube Value reasonably determines that any indemnified Claim might adversely affect Cube Value, Cube Value may take control of the defence at your cost and expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without Cube Value's prior written consent, which may not be unreasonably withheld.

15. LIMITATION OF LIABILITIES

- 15.1. The Portal is provided on an "as is" basis. Cube Value's role is merely to link its Purchasers with its Vendors. Cube Value is not responsible for your act and / or omissions as Vendors, and any liability in relation to such services shall be borne by you. You do not represent to be an agent, employee or staff of Cube Value and the solutions provided by you shall not be deemed to be provided by Cube Value. Cube Value will not be a party to disputes, or negotiations of disputes between you and the Purchasers. Responsibility for the decisions you make regarding the supply of goods and / or services via the Portal (with all its implications) rests solely with and on you. You expressly waive and release Cube Value from any and all liability, claims, causes of action, or damages arising from your use of the Portal, or the Purchasers.

- 15.2. Cube Value makes no other representations or warranties of any kind, express or implied, including: (a) the implied warranties of fitness for a particular purpose, merchantability, title, and non-infringement; (b) that the Portal will meet Vendor's requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error;
- 15.3. Cube Value does not warrant and represent that it assesses or monitors the suitability, legality, ability, movement or location of any Purchasers or Vendors and you expressly waive and release Cube Value from any and all liability, claims or damages arising from or in any way related to any third party transportation providers, merchants, advertisers and / or sponsors.
- 15.4. To the extent permitted by law, Cube Value excludes all liabilities for death, personal injury or misrepresentation. Cube Value shall not be liable to its Vendors for cost of recovery or recoupment of any investment made by you or your affiliates in connection with these Terms & Conditions, any indirect, punitive, incidental, exemplary, special or consequential losses or damages, or for loss of business, profits or revenue, depletion of goodwill suffered by the other party or any third party arising out of these Terms & Conditions, whether based on contract, tort or any other legal theory, even if Cube Value have been advised of the possibility of such damages. Cube Value shall not be liable nor responsible for any loss or damage whatsoever caused to the Purchasers' computer equipment, computer programs, mobile operating system, computer software system, data or other proprietary material due to the use of our Portal.

16. CONFIDENTIALITY

- 16.1. During the course of using the Portal, you may receive information relating to the goods and / or services, including but not limited to Cube Value's transaction, that is not known to the general public ("**Confidential Information**"). You hereby agree that:
- (a) all Confidential Information will remain as Cube Value's exclusive property;
 - (b) you will use Confidential Information only as is reasonably necessary for your participation in the Portal;
 - (c) you will not otherwise disclose Confidential Information to any individual, company, or other third party for any reasons whatsoever; and
 - (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in these Terms & Conditions. You may not issue any press release or make any public statement to the Portal or use the Cube Value's name, trademarks or logo, in any way (including promotional materials) without Cube Value's prior written permission.

17. COMPLAINTS AND REPORTING OF CUSTOMERS OR VENDORS

- 17.1. If more than two (2) complaints from you regarding the purchase order of a customer are received in three (3) consecutive months, Cube Value may disable the purchase order function of the customer for one (1) month.

- 17.2. If more than three (3) complaints from customers regarding your goods and / or services, such as providing misleading information, conducting hard selling activities, or provision of sub-standard goods and / or services, Cube Value will contact you directly and may suspend your account and access to the Portal immediately.

18. AMENDMENTS

- 18.1. Via the Portal, we may provide you with an option to vary or amend the content or information submitted by you to us. You acknowledge that any such content or information may be made available in real time to the Purchasers via the Portal, and undertake that you will and shall be responsible to handle any complaints or queries by the Purchasers in respect of the said content or information without incurring liability on our part. We may, but are not obliged to, review the content or information submitted or amended by you from time to time, and reserve the rights to remove or require amendments to any part of the content or information submitted by you where we deem necessary. For the avoidance of doubt, you shall at all times, ensure that the content or information submitted are not in contravention with the applicable laws and do not infringe any third-party rights. In the event where you amend any content submitted by Purchasers such as an order placed by a Purchaser, you further agree that by amending such content, you have obtained the prior consent or acceptance from the affected Purchaser; and Cube Value is not involved in and will not be responsible for the amendments made by you, though Cube Value reserves the right to but is not obliged to carry out rectification measures to correct the amendments made.
- 18.2. Without prejudice to any other provisions in these Terms & Conditions, we may amend, vary, modify, add or remove any portion of the Terms & Conditions without prior notice. You will be notified of the amendments via a drop-down notice on the landing page of the Portal. It is your responsibility to review these Terms & Conditions regularly and become aware of any amendments. Your continued use of Portal after any such amendments, whether or not reviewed by you, shall constitute your acceptance and agreement to be bound by the amended Terms & Conditions.
- 18.3. Without prejudice to any other provisions in these Terms & Conditions, we may amend, alter, vary, modify, add or remove any information, materials and / or content on the Portal at any time without prior notice (including without limitation information relating to the availability, descriptions, pricing, promotions, offers, shipping charges and transit time of goods or services). In the rare event where any information on our Portal contains any typographical errors, inaccuracies or omissions, we reserve the right to carry out measures such as correcting the said errors, inaccuracies or omissions, changing or updating information; and / or cancelling orders if any information provided to or by you at the time that the purchase order is placed or amended is inaccurate, at any time without prior notice (including without limitation after a purchase order has been submitted). Notwithstanding the foregoing, we undertake no obligation to update, amend or clarify information on our Portal; or carry out any other rectification measure, except as required by law. We shall, in no event, be liable to you or any third party for any losses, damages or consequences arising from any variation, modification or removal of the content on the Portal; and any rectification measure taken.

19. FORCE MAJEURE

19.1. Non-performance of either party of any obligations hereunder shall be excused to the extent and during the period that performance is rendered impossible by any communicable diseases, pandemic, national emergency, strike, fire, flood, earthquakes, governmental acts or orders or restrictions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

20. TERMINATION

20.1. Cube Value may terminate these Terms & Conditions, and suspend your access to your account for any reasons whatsoever at our sole discretion at any time without prior notice if you:

- (a) violate your obligations with respect to any purchase orders made;
- (b) fail to provide the goods or perform the services required by customers through purchase orders made;
- (c) cause any purchase orders to fail for any reason, including but not limited to the sale or dissolution of your business;
- (d) violate any of the material terms or conditions or any other agreement you have entered with Cube Value;
- (e) misuse or repeatedly abuse the Portal's guidelines or Cube Value's policies or standards that have been communicated to you in advance,
- (f) in any way engage in a conduct which, in Cube Value's view, is unfair, misleading, deceptive or in bad faith, and without regard to whether such conduct is adversarial to the interests of Cube Value or any of its customers;
- (g) have a winding up resolution is passed against you or a similar order being made by a court of competent jurisdiction against you;
- (h) have an administrative order made against you, or the appointment of a receiver over, or an encumbrance taking possession of, or the of selling any of, your assets;
- (i) make an arrangement or composition with your creditors generally or apply to a court of competent jurisdiction for protection from its creditors; or
- (j) ceasing or threatening to cease to carry on business.

20.2. Either Party may unilaterally terminate the Agreement without cause by providing fourteen (14) days' prior written notice to the other Party.

- 20.3. Upon termination of these Terms & Conditions, you shall cease to use our Portal immediately. Nevertheless, these Terms & Conditions shall continue to apply to any purchase orders made through The Portal prior to the said termination. If you have any unfulfilled purchase orders, Cube Value will inform the customers of such termination and you are required to fulfil the purchase orders notwithstanding the termination.
- 20.4. In the event termination is done under clause 20.1, the Vendor shall not be entitled to any refund on any fees paid. If the Party that terminates under clause 20.2 is the Vendor, the Vendor shall also not be entitled to any refund on any fees paid.

21. SEVERABILITY

- 21.1. The invalidity or illegality in whole or in part of any of these Terms & Conditions shall not affect the validity of the remainder of the Terms & Conditions.

22. GOVERNING LAW AND DISPUTE RESOLUTION

- 22.1. This Agreement is governed by Malaysian law.
- 22.2. Where Parties are in disagreement regarding any matter, Parties will first try to find an amicable solution to the disagreement. If this fails, either Party may refer the matter to arbitration and Clause 22.3 will apply.
- 22.3. Subject to Clause 22.2, any claims arising between the Parties will be settled by arbitration, in English, in Kuala Lumpur, and in accordance with the rules of the Asian International Arbitration Centre ("**AIAC**"). The arbitral tribunal will consist of a sole arbitrator designated by the Chairman of the AIAC. Any award by the arbitration tribunal will be final and binding on the Parties. The arbitrator will award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by such Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.
- 22.4. Notwithstanding the foregoing, and for the avoidance of doubt, in the event either Party believes that it may suffer irreparable harm prior to the resolution of any conflict by following the arbitration procedures established herein, such Party may apply to a court of competent jurisdiction for a restraining order or other equitable relief in order to prevent or alleviate such harm pending the arbitration. The Parties agree that this Clause shall not operate as a request that the court abstain from accepting jurisdiction or from granting appropriate orders which the court may deem necessary or appropriate to protect the interests of the Parties.

23. MISCELLANEOUS

- 23.1. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and all prior agreements or understandings, inducements, representations or conditions, expressed or implied, oral or written.
- 23.2. Unless otherwise provided in this Agreement or agreed to between the Parties, all notices, requests, demands and other communications hereunder must be in writing and will be deemed to have been fully given and received when sent with receipt received by recognized overnight delivery service, registered mail or email one (1) Business Day after being deposited for next-day delivery with a recognized overnight delivery service or emailed, or three (3) Business Days after being mailed by registered mail, charges and postage prepaid, to the Party to receive such notice at such Party's address that such Party may specify by notice to the other Party.
- 23.3. The Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Cube Value and Vendor. Nothing in the Agreement will be construed as giving any third party any rights whatsoever.
- 23.4. Cube Value's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing.