

## Terms of Use

These Terms of Use (“Terms”) govern your access and use of the **Services** provided by **Flash Fulfillment (M) Sdn Bhd (Company No 202101012700 (1412999-K))** (hereinafter referred to as “**FFM**” or “**we**” or “**us**” or “**our**”).

By accessing and using the Platform, you are indicating that you have read, understand and agree to be bound by the Terms and Policies including any foregoing amendments and any additional terms applicable to certain Services from time to time.

These Terms are to be read together with other Policies, Agreements, and other foregoing terms and conditions as published by us from time to time.

If you do not agree to all or any of these Terms, please do not use the Platform or any of our Services.

If you continue using this Platform and the Services, you are agreeing to be bound by these Terms and Policies, along with the privacy policy (“[Privacy Notice](#)”).

The use of the Platform is at your own risk. We shall not indemnify you for any direct and indirect losses incurred from such use, and you irrevocably agree to hold FFM harmless and indemnify us from any direct or indirect loss that you may suffer therefrom.

In the event that you commit any breach or violation of any terms and conditions under our Terms and Policies, we shall be entitled to immediately terminate our Services, suspend your account(s), and/or may take other legal action at our sole discretion.

### **2. Use of Users’ Personal Data**

- 2.1 We collect, use, maintain and protect User’s personal data in accordance with the Privacy Notice.
- 2.2 You shall indemnify and keep us indemnified for and against any losses, costs/ or damages incurred by you under these Terms and/or Policies.

### **3. Registration**

- 3.1 You are required to register as a User in order to use any or all Services on the Platform.
- 3.2 You shall provide the updated, accurate, and complete documentation of company profile upon registration and will provide the updated, accurate and complete of renewed documentation of company profile as and when requested by us. Failure to do so shall constitute a breach of the terms

and conditions of this Terms, which may result in immediate termination of this Terms.

- 3.2 FFM reserves the right to restrict, suspend or terminate your access to or use of your account, the Platform or the Services in the event of breach of any or all Terms and Policy herein.
- 3.3 You will update your registration information immediately as and when required. Your account is restricted to Authorized Users only and cannot be shared with third parties or transferred to third parties.
- 3.4 You will not share your account information or account access information to any third party. You shall maintain the confidentiality of password(s) and account information, and you are responsible for all activities that occur under your password(s) or account(s) or as a result of your access to the account(s). You agree to notify us immediately of any unauthorized use of your account. FFM shall not be liable for any unauthorized use of your account.
- 3.5 Upon termination of your account, FFM shall restrict the use of any or all of the Services and/or the Platform. FFM reserves the right to retain all data collected from you prior to the termination.

#### **4. Access to the Platform**

- 4.1 You agree to use the Platform only for intended purposes and shall not violate any applicable law or regulations in connection with your access of the Platform/Services.
- 4.2 You agree not to engage or attempt to engage in any activities directly or indirectly that may adversely affect the use of the Services/Platform or FFM 's operation and/or business including but not limited to any scraper, robot, bot, spider, crawler or any other automated device or means to access, acquire, copy or monitor any portion of the Platform, or any data or content found or access through the Platform or engage in cyber attacks, hacking, distributing viruses or any other technologies that may harm the Platform or the interests or property of other users of the Platform.
- 4.3 FFM grant you a non-exclusive, royalty-free, non-transferable license to use our Platform in accordance with the Terms. You shall not copy , reproduce, modify, distribute, reverse engineer or resell any work or derived from the Services/ Platform or exploit it for commercial purposes.

#### **5. Content**

5.1 FFM does not make any warranties, claims or representations on the accuracy of all “as is” basis contents provided for the Services and/or on the Platform. FFM shall not be liable under any circumstances including but not limited to any infringement, errors, damages, fraud, misrepresentations, direct or indirect losses, loss of future business, liability, claims or omission of information posted caused by your reliance on information obtained through the Services and/or Platform.

5.2 You undertake, represent and warrant that any or all contents which you posted:

- (i) is accurate and not misleading;
- (ii) is not illegal, obscene or threatening;
- (iii) is not defamatory or libellous;
- (iv) is not invasive of privacy;
- (v) does not include any personal data in contravention of the Personal Data Protection Act 2010 (“**the Act**”);
- (vi) is not commercial solicitation, pyramid schemes, chain letters, mass mailings or any form of “spam”;
- (vii) is not political campaigning in any form;
- (viii) does not infringe the Intellectual Property Rights of the FFM and/or any third party;
- (ix) does not violate these Terms, Privacy Notice or any other Policies; or
- (x) is otherwise injurious or objectionable to FFM or any third parties.

## **6. Interruption of Service**

6.1 FFM makes no warranties or representations of the interruption of the Service regardless of the reasonable efforts made by FFM to ensure the smooth running of the Services or the Platform.

6.2 FFM shall not be liable for any failures or delays due to the breakdown of the server or network which is beyond its control unless the failure or delay is solely attributable to FFM.

## **7. Intellectual Property Rights**

7.1 You acknowledge that all intellectual property rights belong to FFM and where applicable, the content providers and third party licensors. You agree not to acquire any rights, titles, or interests to the Intellectual Property rights herein contained.

- 7.2 You shall not reproduce, compile, modify, distribute, reverse engineer, transfer, or transmit in any form on any servers or systems without FFM prior consent.
- 7.3 You shall indemnify and hold harmless FFM and its directors and employees from all actions, claims and demands which may be instituted or made against you arising from your use of intellectual property rights or violation of any applicable intellectual property laws.

## **8. Personal Data Protection**

- 8.1 Each Party shall take all necessary steps to ensure that it operates and complies with applicable data protection, privacy or similar laws, including, without limitation, the Personal Data Protection Act 2010 (“PDPA”) under the laws of Malaysia.
- 8.2 The obligations in relation to personal data shall survive upon the expiration and/or termination of the Agreement.

## **9. LIMITATION OF LIABILITY**

- 9.1 FFM, OUR OFFICER, DIRECTORS, AGENTS OR EMPLOYEES SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES EVEN IF FFM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM ANY ASPECT OF YOUR USE OF THE PLATFORM OR THE INFORMATION PROVIDED THROUGH IT, INCLUDING WITHOUT LIMITATION WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE PLATFORM OR THE FEATURES AND/OR THE SERVICES, FROM INABILITY TO USE THE PLATFORM OR THE FEATURES AND/OR SERVICES, DUE TO THE INTERRUPTION, SUSPENSION, MODIFICATION, OF THE PLATFORM OR THE FEATURES AND/OR THE SERVICES PROVIDED THROUGH IT.
- 9.2 WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT SHALL FFM’S TOTAL LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR LOSS EXCEED THE TOTAL AMOUNT PAID TO FFM FOR THE USE OF SERVICES THROUGH THE PLATFORM GIVING RISE TO SUCH CLAIM.

## **10. General**

## 10.1

### **Waiver**

A failure by FFM to exercise or enforce any rights conferred upon it by these Terms shall not be deemed to be a waiver of any such rights.

## 10.2 Notices

Any notice, request, demand or other communication to FFM under these Terms shall be given or made in writing and delivered personally or sent by prepaid registered post to our designated address or email addresses as may be amended from time to time. FFM shall be deemed to have received such notice only upon receipt.

## 10.3 No Assignment

FFM shall have the right to assign and/or novate these Terms or any part of the same to any person or entity, by providing written notice to you which shall be posted on the Platform, and you hereby irrevocably agree and consent to any such assignment and/or novation. You may not assign, in whole or part, any of these Terms to any person or entity.

## 10.4 Force Majeure.

Neither Party shall be liable for any failure to perform any of its obligations under these Terms if the performance is prevented, hindered or delayed due to (including without limitation) strikes, industrial disputes, fire, floods, pandemic, endemic, acts of any government, riots, war, national emergency, Act of God, impediment by government laws, rules, regulations or Orders or other events of force majeure and in such case its obligations shall be suspended for so long as such event continues.

## 10.5 Severability.

If any provision of these Terms is found to be illegal, void or unenforceable under the law, these Terms shall continue in force save that such provision shall be deemed severed with effect from the date of such decision.

## 10.6 Anti-bribery and Corruption

You hereby agree to comply with Malaysia Anti-Corruption Commission Act 2009 and Amendment Act, ("MACC Act 2009") and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AML/CFT"). You will not knowingly offer or give, or agree to

give, to any employee, representative or a third party acting on behalf of the other Party, nor knowingly accept, or agree to accept, from any employee, representative, or third party acting on behalf of the other party, unlawful payment, unlawful compensation or unlawful remuneration, be it monetary or other things, of value to secure any improper advantage. Further, you agree that you have conducted their respective business in compliance with applicable anti-corruption laws.

#### **10.7 Governing Law**

These Terms shall be governed by the laws of Malaysia. Any dispute arising out of or relating to these Terms and/or other Terms or the breach, termination or invalidity thereof shall be referred to and settled by arbitration in accordance with the Arbitration Rules of the Asian International Arbitration Centre("AIAC"), Kuala Lumpur, Malaysia.