

Terms and Conditions

INTRODUCTION

This Customer Agreement ("**Agreement**") governs the relationship between Adv Fusionex Sdn Bhd, ("**FORYOU**" or "**us**" or "**we**", as the context may be) and you ("**the Customer**" or "**you**" or "**yourself**") for the use of the Services, Website and/or App, created by FORYOU for the purpose of the Services ("**Marketplace**").

By accessing the Marketplace and using the Services, you signify that you have read and accepted these terms and conditions.

AGREED TERMS:

1. Definitions

1.1 The definitions and rules of interpretation in this Clause apply in this Agreement (unless the context requires otherwise).

"Customer"

means any third party purchaser of the Goods on the Marketplace;

"Good(s)/Deal (s)"

means an item listed for sale to Customers on the Marketplace;

"Intellectual Property Rights"

means all vested, contingent and future intellectual property rights including but not limited to the following: (1) works of authorship, copyrights, including moral rights, registrations and applications for registration thereof; (2) patents, patent applications and all related continuations, divisional, reissue, utility models, applications and registrations thereof, inventions (whether patentable or not), designs, trademarks (whether registered or not, including applications) and domain names; (3) trade mark and trade name rights and similar rights; (4) trade secrets and Confidential Information, know-how, database rights, system process and techniques, designs, prototypes, enhancements, improvements, customization, work-in-progress, research and development information; (5) together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

"Merchant"

means a third party seller of Goods;

"Order"

the order for the Goods placed by you through the Marketplace;

"Personal Data"

means any personal information as defined by the applicable personal data protection laws and regulations in Malaysia, including, but not limited to our employees, agents, consultants, third party service providers and Customers;

"Product"

means the Goods ordered by you on the Marketplace;

"Services"

means (1) the provision of the Marketplace to you; (2) facilitating the exchanging of information and (3) concluding sale and purchase transactions of Products between you and the Merchant; and

"Website"

mesrarewards.foryoubiz.com

1.2 In this Agreement (except where the context otherwise requires):

- (a) the Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (b) use of the singular includes the plural and vice versa;
- (c) a reference to writing or written includes faxes and e-mail;
- (d) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- (e) any reference to a Party or to the Parties or their respective affiliates shall be deemed to include the party or parties hereto and their respective successors and permitted assigns and their respective employees;
- (f) any reference to an enactment, statute, statutory provision or subordinate legislation ("Legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

2. Account

2.1 The Services are available to individuals above the age of 18 years. If you are a minor, being someone who is under 18 years old, you can only use the Services with the prior consent of your parents or guardian. In any event, by agreeing to use the Services, you represent and warrant that

you are 18 years or above. If you do not agree to these terms, do not have that authority, or are a minor and have not obtained the prior consent of your parents or guardian, do not use the Services.

2.2 You must submit to us the requested for information to register for an account to use the Services ("**Account**").

2.3 Upon successful registration, you will receive an Account, username and a password upon completing the registration process. You are responsible for maintaining the confidentiality of the password, username and Account, and remain fully responsible for all activities that occur under your Account.

2.4 The Account allows the Customer to use and enjoy the services provided by FORYOU.

3. Price

3.1 All the prices as displayed on the Marketplace are final, and may from time to time, be amended at our sole discretion.

3.2 All the prices as displayed on the Marketplace are inclusive of 6% Malaysian goods and services tax (GST). Any value added tax, (government) service tax, or any similar taxes which may from time to time be imposed by any government or related agencies (including any export, import or custom taxes) shall be itemized separately on the invoices issued for purchase of the Goods by the Customer. Prices also exclude any and all delivery charges; which, if applicable, will be itemized separately on the invoices issued for purchase of the Goods by the Customer.

4. Payment

4.1 Subject to the terms and conditions of this Agreement, you may use the payment methods as provided by FORYOU on the Marketplace to make payment for the Products.

4.2 The payment processing services, may be handled directly by FORYOU or by a third party processing agent. If a third party processing agent handles the payment process, such payments are subject to the terms of use and privacy policy of the third party processing agent (including among other payment methods, tax liability, collection and use of your personal information, and support levels).

4.3 In the event a payment is cancelled for whatever reasons, FORYOU shall be entitled to pass on to the Customer any third party charges FORYOU has incurred.

4.4 Any errors or allegation as to an error in our invoices must be brought to our attention within 24 hours from the date and time stated on the invoice, failing which the invoice shall be deemed to be accurate and the Customer's right to challenge any such invoice shall be automatically waived.

4.5 Subject to **Clause 4.6**, FORYOU will investigate with good faith any allegation of error in the Customer's invoice and shall inform the Customer of the result of such investigation.

4.6 The Customer must reimburse FORYOU all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Costs and expenses will continue to accrue even if this Agreement is terminated.

5. Transactions

5.1 As our business is only to provide an online marketplace FORYOU and the Merchant to conclude a sale and purchase transactions of the Goods, FORYOU does not represent the Merchant in any transactions and does not assume, to the fullest extent permitted by the relevant laws, any direct or indirect responsibility for such transactions, including any cancellation by the Merchant.

5.2 In any event that there is a dispute arising from such transactions, you may contact our support team at pm.support@foryoubiz.com and they will put you in touch with the necessary party from the Merchant's team to resolve such dispute amicably.

6. Service Obligations

You hereby agree that the use of internet shall be at your own risk and subject to any applicable laws, codes of practices and regulations.

7. Submissions

7.1 You hereby agree that all questions, suggestions, reviews, comments and any contribution which is connected to you on the Marketplace (“**Submission**”) will become the exclusive property of FORYOU.

7.2 You shall not use any bogus or fake email address or otherwise mislead FORYOU, the Merchant, appropriate authorities or any other third parties as to the authenticity, accuracy and origin of the Submissions.

7.3 We reserve our right to amend, edit or remove the Submissions at our sole discretion.

8. Customer’s Obligations

8.1 You shall not re-sell the Services or the Products to any person or parties.

8.2 You shall use the Services in accordance with this Agreement, any such conditions and/or reasonable instructions as may be notified to you by us, from time to time.

8.3 You shall not use, post Submissions or allow anyone to use the Services for the following reasons:

(a) to post any Submission that is illegal, obscene, threatening, defamatory, pornographic, indecent, racially offensive, suggestive, harassing, infringing on any intellectual property rights, or otherwise objectionable or that contains any political element, commercial solicitation, or that is dishonest and/or false in nature;

(b) to cause inconvenience, annoyance or anxiety to any parties;

(c) to violate the rights of any person;

(d) in breach of the terms and conditions of this Agreement;

(e) in breach of any laws and regulations; or

(f) to commit any criminal offence or fraud.

8.4 You are responsible for the use of your Account, the Website or App, Services (regardless as to whether the person is authorized or not and/or whether by the Customer or any other person including any hacker), including without limitation for all costs incurred and for any breaches of this Agreement.

9. Order Limitations

9.1 FORYOU reserves the right to reject or limit the quantity of any Order for any Goods at its sole discretion. In the event FORYOU has changed the Order pursuant to this **Clause 10**, FORYOU may contact the Customer via the contact details provided in the Account.

9.2 FORYOU reserves the right to prohibit or limit sales to any purported re-sellers or dealers.

10. Order Cancellation

10.1 An Order cancellation may occur in the following manner:

(a) In the event that, the Customer violates its obligations or warranties under this Agreement, FORYOU may cancel the Order and notify the Customer of such cancellation. FORYOU will proceed to close the Order and refund the amount as stated in the Order, after deducting the necessary processing fee, to the Customer.

10.2 Subject to **Clause 11.1** above, the Customer shall be prohibited from cancelling or modifying any Order once it is deemed final and concluded by FORYOU's system, unless FORYOU has agreed in writing and the Customer further warrants that it shall unequivocally indemnify FORYOU for any losses, expenses, costs arising from such modification or cancellation.

10.3 FORYOU will not be responsible for any risk or liable for any claims, demands, liabilities, expenses, losses, cost or damage in connection with the Order cancellation effected under this **Clause 11**.

11. Refund

11.1 Subject to **Clause 12.2**, the Customer shall first contact the Merchant for a refund or within 48 hours from your receipt of the same. In the event the issue(s) cannot be resolved with the Merchant, the Customer may contact the FORYOU customer support team at mesralink@petronas.com.my for assistance within 24 hours from your contact with the Merchant. Our FORYOU customer support team will attend to your request for a refund on a case by case basis.

11.2 FORYOU will not be responsible for any risk or be liable for any claims, demands, liabilities, expenses, losses, cost or damage in connection with the return of the Products affected under this **Clause 12**.

11.3 All expired vouchers are not cannot be extended, cannot be used and cannot be refund. Each vouchers have a fixed validity date upon purchasing.

12. No Warranties

12.1 FORYOU, to the fullest extent permitted by law, makes no representations or warranties, express or implied, including:

(a) that the Marketplace, Website, App and Services will always be uninterrupted, accessible, secure, or free from error;

(c) any remedy, obligation, liability, right of claim, unless arising from acts of fraud, negligence or misconduct directly attributed to FORYOU.

12.2 The Customer acknowledges that any information provided by FORYOU through the Marketplace, may contain inaccuracies or errors, despite FORYOU's reasonable effort to minimize such errors. FORYOU hereby excludes liability for any such inaccuracies or errors to the fullest extent permitted by law.

12.3 FORYOU will similarly not be held liable or responsible for the content of any link found on the Marketplace, which is not related to FORYOU or the Services.

12.4 FORYOU is not responsible for any incorrect or outdated descriptions of Deals and/or images promoted on the Marketplace as they do not necessarily reflect the latest information available from the Merchant. Please consult the Merchant's website for the latest information on such services. None of the statements displayed on the Marketplace have been evaluated by any

authorities and/or regulatory bodies. FORYOU does not make any warranty as to the fitness for purpose or quality of the Merchant's Goods by allowing the Merchant to display its services on the Marketplace. Information of the Merchant's services on the Marketplace is subject to change without prior notice.

13. Indemnity

13.1 The Customer agrees to release FORYOU, together with its agents and employees, from any claims, disputes, demands, losses and damages, in relation to the transaction, provided such release will not apply where such claims arise due to FORYOU's fraud, gross negligence or willful misconduct.

13.2 The Customer will indemnify, defend and hold harmless FORYOU and its employees, directors, agents and representatives, from and against any damages, losses, liabilities, claims, litigation, demands, proceedings, costs, or expenses related to any actual or alleged breach of the Customer's undertakings, representations, warranties, or obligations set out in this Agreement.

13.3 The Customer also undertakes to indemnify FORYOU and its employees, directors, agents and representatives, from and against any damages, losses, liabilities, claims, litigation, demands, proceedings, costs, or expenses related to any third parties claims in connection with the Submissions posted on the Marketplace.

14. Limitation of Liability

14.1 Nothing in this Agreement excludes or restricts each Party's liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have under this Agreement.

14.2 Subject to **Clause 14.1** and to the maximum extent permitted by law, FORYOU will not be held liable for any damages of any nature, in connection with this Agreement, the Website, App, the Services, the Goods, provided that such losses are directly attributed to FORYOU's fraud, gross negligence or willful misconduct.

14.3 Without limiting the application of any other provision of this **Clause 14**, FORYOU's total liability to the Customer under this Agreement will not exceed the value of the Products as stated in the Order or RM1,000, whichever is lower.

15. Outsourcing

15.1 FORYOU may entrust or outsource part or all of their operation of the Services to a third party, at FORYOU's sole discretion.

15.2 FORYOU will not be responsible for any risk or liable for any claims, demands, liabilities, expenses, losses, cost or damage in connection with the services provided by the outsourced third party, under this **Clause 15**.

16. Confidential Information

6.1 The Customer agrees to keep any and all Confidential Information received by it pertaining to the Services strictly confidential.

16.2 The confidentiality obligations in this **Clause 16** will not apply if the Customer is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Customer gives FORYOU written notice as soon as practicable of such requirement.

16.3 For the purposes of this Agreement, "Confidential Information" means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) including, without limitation, any information relating to products, operations, processes, plans or intentions, client information, product information, Intellectual Property Rights, market opportunities and business affairs or those of customers or other contacts (and for the purposes of this definition, "confidential nature" shall refer to information which is identified as confidential at the time of disclosure or would be considered to be confidential by a reasonable person based upon the nature of the information and the circumstances of disclosure).

16.4 This **Clause 16** shall continue in force for a period of three (3) years after any termination of this Agreement/cessation of use of the Services by the Customer for any reason whatsoever.

17. Intellectual Property Rights

17.1 Nothing in this Agreement entitles the Customer to use the FORYOU name, logo and trade mark or any of the FORYOU Intellectual Property Rights.

17.2 All Intellectual Property Rights pertaining to the Services, Marketplace, Website, App shall remain the exclusive property of FORYOU or its licensors and nothing shall operate as to transfer any interest, or create any express or implied licenses, in the FORYOU's Intellectual Property Rights to the Customer.

18.3 By posting Submissions on the Marketplace, the Customer hereby grants to FORYOU and its Affiliates a world-wide, non-exclusive, royalty-free license (with full right to sublicense) to use, publish, display, reproduce, exploit, modify, alter, integrate, make available, merge, decompile or reverse engineer or commercially or non-commercially exploit in any manner, the Submissions for its business operations, the purposes of providing the Services and fulfilling FORYOU's obligations under this Agreement.

17.4 The Customer warrants that it is the rightful owner of the Submissions. Nothing in this Agreement shall limit the Customer's liability for breach of this warranty or for breach by the Customer of FORYOU's Intellectual Property Rights.

18.5 The Customer shall hold harmless and further indemnify against FORYOU, its directors, employees and agents from and against any costs, expenses claims, damages, losses or liability (including but not limited to, legal fees incurred in procuring legal advice) that FORYOU may suffer, on a full indemnity basis, arising from any alleged or actual infringement, whether or not under the laws of Malaysia, of any third party's intellectual property rights in relation to the Submissions or any Customer content on the Marketplace.

18. Personal Data

FORYOU, its Affiliates and its authorized representative undertakes that it shall use and process personal data of the Customers in compliance with the Personal Data Protection Act 2010 and only for the purpose of this Agreement or any other purposes as stated in its privacy notice.

19. Termination

19.1 FORYOU may by way of written notice terminate this Agreement with immediate effect, if:

(a) the Customer is the subject of bankruptcy, winding-up or any other insolvency proceedings in Malaysia or elsewhere, a receiver or administrator is appointed over any of the Customer's assets, or the Customer enters into any composition or arrangement (or equivalent) with the Customer's creditors, or FORYOU reasonably believes that such events are reasonably likely to occur. For the purposes of this **Clause 19.1(a)** "Customer" shall include the Customer's direct and/or indirect parent company;

(b) the Customer makes a material misstatement in the details the Customer has provided to FORYOU to enable FORYOU to provide the Services;

(c) the Customer is in breach of any provision of this Agreement and failing to remedy the same within 14 days after being notified; or

(d) the Customer contravenes any laws and regulations.

19.2 If FORYOU terminates this Agreement pursuant to **Clause 19.1** above, any outstanding payment, charges or fees shall become immediately due and payable and the Customer shall, without prejudice to any claim, demands or action by FORYOU for damages for any breach of this Agreement, pay to FORYOU all outstanding charges, payment or fees due and owing at within 7 days of the termination and any transactions, performance, obligations between the Customer and the Merchants, which occurred prior to the written termination notice as provided in **Clause 20.1**, shall be fulfilled by the Customer, at the Customer's own cost.

19.3 The termination of this Agreement pursuant to this **Clause 20** shall not affect any provision of this Agreement which is expressed or by implication intended to survive the termination of this Agreement.

20. Applicable law and jurisdiction

20.1 This Agreement shall be governed by and construed in accordance with Malaysian laws.

20.2 In the event of any dispute or difference of any kind whatsoever which shall arise between any of the Parties in connection with, or arising out of this Agreement, or the breach, termination or validity hereof (referred to as the “**Dispute**”), the Parties shall attempt in good faith, for a period of 30 Business Days after the receipt by one Party of a notice from any other Party of the existence of the Dispute (“**Dispute Notice**”), to amicably settle such Dispute in the first instance by mutual discussions between the Parties.

20.3 If the Dispute cannot be settled within 30 Business Days from the date of the Dispute Notice, such Dispute shall be referred to and be finally settled by arbitration under the auspices of the Kuala Lumpur Regional Centre for Arbitration (“**Centre**”) and under the Rules as applied by the Centre. There shall be one (1) arbitrator whose appointment shall be agreed by the Parties. If the Parties are unable to agree on an arbitrator within a reasonable time, the arbitrator shall be appointed by the director of the Centre. The place of arbitration shall be the Centre. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on the Parties except in the case of manifest errors and the costs of the arbitration shall be borne in such manner as the arbitrator shall direct.

20.4 Notwithstanding the foregoing, in the event the Parties believe that they may suffer irreparable harm prior to the resolution of any conflict by following the arbitration procedures established herein, either or both Parties may apply to a court of competent jurisdiction for a restraining order or other equitable relief.

21. Miscellaneous

21.1 The Customer shall not assign, transfer or subcontract its rights deriving from this Agreement, without the prior written consent of FORYOU. FORYOU may at its sole discretion assign, transfer or subcontract all or part of its rights set out in this Agreement.

21.2 The Parties are and shall remain as independent contractors, and nothing in this Agreement will create any franchise, partnership, joint venture, agency, or exclusivity between the Parties. This Agreement will not cause the establishment of any relationship of employment between the Parties or with any person who provides services to either Party.

21.3 No waiver by FORYOU of any default by the Customer under this Agreement shall be construed as a waiver by FORYOU of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by FORYOU to the Customer shall imply a waiver

of FORYOU's rights or shall in any way release, discharge or otherwise affect the Merchant's liability under this Agreement.

21.4 If any court or any governmental agency or authority of competent jurisdiction holds any provision of this Agreement to be invalid, void, or unenforceable, including in particular any limitation of liability or exclusion of implied terms, then:

(a) if necessary, the Parties agree to amend the applicable provision in accordance with applicable law; and

(b) the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.

21.5 FORYOU will not be liable to the Customer or be deemed to be in breach of this Agreement due to any failure to perform any of its obligations if such failure was due to an event of Force Majeure. Upon the occurrence of any Force Majeure event, FORYOU may, at its discretion, fully or partially suspend performance of its obligations hereunder while such event continues. For the purposes of this Agreement, a "Force Majeure" event is an event beyond FORYOU's control including but not limited to: (1) act of God, explosion, flood, tempest, fire or accident; (2) interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (3) imposition of laws, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of the authorities which affects the Services; (4) import or export regulations or embargoes; (5) war or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest

21.6 No third party shall have any rights to enforce any terms of this Agreement without prior written consent of FORYOU.

21.7 FORYOU reserves its right to amend and vary the terms and conditions in this Agreement from time to time.
