

**CariCari E-Commerce Services**  
**MERCHANT TERMS & CONDITIONS**

This Terms and Conditions for CariCari (“T&C”) shall be read together with the General Terms and Conditions for TM’s website (“TM’s Website T&C”), as available in [www.unifi.com.my](http://www.unifi.com.my) (subject to further changes, at TM’s absolute discretion, without prior notice to You). In the event of any discrepancies, this T&C shall prevail over the TM’s Website T&C but only to the extent of such discrepancies only. Other terms that are not affected shall remain as is. TM reserves the right to vary, supplement, delete, amend or modify this T&C, from time to time without prior notice to you. By participating in this ecommerce platform, You are deemed to have read, understood and agree to be bound by the terms and conditions herein and further agree that any decision by TM in relation to every aspect of the plan, shall be final, binding and conclusive.

**1. GENERAL**

- 1.1 Merchant must read, understand, agree and accept this T&C to participate in this Platform. By accessing and participating in this Platform, the Merchant agree to be bound by this T&C and any modifications and amendments.
- 1.2 Merchant agree that TM may amend and modify this T&C at any time without notice. Unless explicitly stated otherwise, any new service introduced by TM in relation to the Platform shall be subjected to this T&C. All such notices are hereby incorporated by referring to the T&C. Merchant are responsible to check on the T&C regularly. By continuous use of this Platform, Merchant agree to be bound by any modifications and amendments imposed on this T&C.
- 1.3 In this T&C, the following words will have the meanings assigned to them in this clause, except where inconsistent with the context:

**“Customer”** means the customer who purchase any products/services listed by Merchant in the Platform;

**“Confidential Information”** shall mean all information that a party discloses (Disclosing Party) to the other party (Receiving Party) whether in writing or verbally that is confidential but not limited to name, address, contact number and other personal data;

**“Counterfeit”** shall mean any goods, services or businesses which bears any identical signs, symbol, pattern, packaging and/or logo with any brands with a valid registered trademark in Malaysia and the world;

**“Fee”** means the service fee payable by Merchant to TM in consideration for the provision of Services and the usage of Platform;

**“Merchant”** or **“You”** means any authorized company or individual who sells a service or goods via CariCari Platform;

**“Merchant Account”** means Merchant’s registered account under the Platform for the listing of the Merchant Product/Service and any other applicable services offered by TM for the Platform;

**“Merchant Product/Service”** means any product or service listed by the Merchant in the Platform;

**“Net Proceeds”** the sales proceeds minus any sums that shall be transferred by TM to the Merchant for the sale of the Merchant Product/Service which is subject to any applicable charges, refund, taxes, deduction and/or claims allowed under this T&C;

**“Payment Scheme”** means any card payment systems (credit or debit card) or bank payment scheme (such as direct banking system, direct debit system or bank transfer system) that is used by the Seller to pay for the Merchant Product/Service in the Platform;

**“Platform”** shall mean the CariCari an e-commerce service operated by TM (as amended from time to time) for the provision of Services;

**“Sales Proceeds”** means the gross proceeds received from Customer by TM on behalf of the Merchant via the Platform;

**“Services”** means online shopping experience and/or electronic payment solutions via the internet and all other related products and services offered by TM via the Platform;

**“TM”** shall mean TM Technology Services Sdn Bhd (formerly known as webe Digital Sdn Bhd); and

**“Transaction”** means any transaction between Merchant and the Customer that is done via the Platform.

## 2. CARICARI E-COMMERCE SERVICES

- 2.1 This Platform is an online shopping Platform which provides the following services; (i) the listing of Merchant’s products and/or services; (ii) order processing; (iii) courier and delivery services for any products purchased via the Platform; (iv) customer services and (v) any other additional services that will be introduced by TM from time to time in relation to the Platform.
- 2.2 TM operates solely as a Platform provider and the payment intermediary for the Platform. In no event TM will act as a merchant, dealer, retailer, auctioneer, supplier, distributor, manufacturer, agent, affiliate, delivery partner of the Merchant Products/Service purchased by the Customer.
- 2.3 TM only provides this Platform for Merchant to list and sell Merchant Products/Services to the public. Except as expressly stated in this T&C and to the extent permitted by applicable laws in Malaysia, at all material times, TM shall not be involved or be held responsible in the transaction between the Merchant and the Customer,

nor obliged to verify the accuracy, truthfulness, completeness or the legality of the Merchant Products/Service listed in this Platform.

- 2.4 This Platform and/or TM will not guarantee the identity of any Customer or ensure that the Customer will complete a Transaction;
- 2.5 All business transactions are solely between the Merchant and the Customer and TM shall not be associated nor become a party to that or any other transaction between the Merchant and the Customer.
- 2.6 The parties to such transaction will be entirely responsible for the business transaction between them, not limited to the advertising of goods, product quality, warranty of products and any other matters relating to the purchase.
- 2.7 TM shall have the absolute right to perform prior screening and/or approval to the prospective Merchant or the content and/or information provided by the Merchant before listing the business in This Platform.
- 2.8 TM reserves the right to remove any content and/or information posted by You in This Platform if You violates any of the terms and conditions in this T&C or upon receiving any complaints directed to TM from third party on the use of content and/or information listed by You.

### **3. MERCHANT ELIGIBILITY & RESPONSIBILITY**

- 3.1 This Platform is open to any Malaysian company and/or Malaysian sellers of eighteen (18) years of age who wish to list, advertise and/or sell their products and/or services in this Platform. This Platform is not open to those who is below the age of majority in Malaysia.
- 3.2 In order to create an account under this Platform, Merchant shall be a valid business with SSM registration number. Merchant without a valid business registration number may register using Identity Card number in order to participate in this Platform. Merchant is required to submit the copy of their SSM registration certification or NRIC during the registration process. Notwithstanding, TM has the right to conduct a continuous review from time to time on the listings and may terminate the Merchant from this Platform if the Merchant is found to be not in compliance with this T&C and does not update their profile with a valid business registration number as per this Clause 3.2 of this T&C.
- 3.3 Merchant shall open and maintain a Merchant Account once they register as a Merchant for this Platform.
- 3.4 Merchant shall be responsible for maintaining adequate security and control of any Merchant identifications, passwords or any other details that is necessary for the utilization of the Platform.

- 3.5 Merchant must only submit the information which is accurate, original, true and not misleading.
- 3.6 Merchant must also keep their registered information in the Platform up to date by informing TM in writing of any changes on your business listing or information or upon any request by TM, by using the relevant sections in the Platform. Merchant shall inform TM in writing and update their listing in the Platform of any changes to its business including business model, the goods and/or services, shop name and other material information no later than thirty (30) days prior to such changes.
- 3.7 By featuring the Merchant Product/Service in this Platform, the Merchant are deemed to give their full consent to TM to market your business in the Platform.
- 3.8 Merchant is responsible to ensure any transaction between the Merchant and the Customer is legal, accurate and the products are packaged, shipped, warranted and fulfilled in respect of all sale and after sale obligations required by the applicable laws and regulations. Further, Merchant shall also be responsible for all matters relating but not limited to warranties, packaging, defects, miscommunication, compatibility, and any other issues arising from the sale of the Merchant Product/Business.
- 3.9 Merchant shall comply with all applicable laws, regulations and TM business policies. In the event where the Customer require issuance of Merchant invoices for the sale of the Merchant Product/Service for warranty/tax purposes, Merchant shall then issue the invoice to the Customer.
- 3.10 Merchant shall at all times have all relevant licenses and permits to conduct Merchant's business and/or sale of Merchant Product/Service.
- 3.11 Merchant shall hereby undertake to take all necessary and reasonable precautions that are deemed necessary in order to carry out ethical business activities and adhere to the terms herein and TM's business policy.
- 3.12 Merchant shall not misuse this Platform to execute any illegal and fraudulent dealings. Merchant shall not commit or encourage criminal offence and commit any infringement upon intellectual property rights of any third party. In the event where such breach of this provision occurs, TM have the rights to report such actions to the relevant authorities and/or take appropriate legal action to rectify such matters.
- 3.13 Merchant are hereby consented to receive promotional and marketing material on TM Group's products and services.

#### **4. FEES AND PAYMENT**

- 4.1 In consideration of the provision of Services, TM shall be entitled to charge Merchant with a Fee. The Fee chargeable to the Merchant include but not limited to the following:

- a) Listing Fee – One off fee chargeable by TM to the Merchant under the category of Mall Merchant, upon registration of the business under the Platform;
  - b) Transaction Fee – Fee chargeable by TM to the Merchant for every transaction/sale completed; and
  - c) Commission Fee – Commission Fee chargeable by TM to the Merchant for the listing and selling of the Merchant Product/Service in the Platform.
- 4.2 Unless otherwise indicated, fees are quoted in Malaysian currency, which is exclusive of SST.
- 4.3 TM may vary the fees, or advise Merchant of any additional fees in relation to the Services at any time by posting a notice on the Platform or Application and/or by sending Merchant a notice via email or postal mail.
- 4.4 Any applicable taxes, duties and/or fees shall be borne by Merchant, and Merchant hereby authorizes TM to deduct such taxes, duties and/or fees as required by law.

## 5. PROCESSING OF SALES PROCEEDS

- 5.1 For every successful transaction, TM will: (i) collect the Sales Proceeds on behalf of the Merchant and (ii) calculate and process customer payments, refunds and adjustment and (iii) release the Net Proceeds to the Merchant upon successful delivery of the Merchant Product/Service to Customer's address.
- 5.2 Once the Customer complete the Transaction, the Sales Proceeds will be held by TM in the designated account for the Platform. The Net Proceeds will only be released to the Merchant when: (i) Customer confirm the receipt of the Merchant Product/Service or (ii) if the Customer did not confirm the receipt of the Merchant Product/Service, the Net proceeds will only be released after the specified period (which will be advised by TM from time to time) upon successful delivery of the product to Customer's address.
- 5.3 The Merchant agree that Customers satisfy their obligations to the Merchant when TM receives the Sales Proceeds. The obligation of TM to remit funds received by TM on the Merchant's behalf is limited to the Net Proceeds. The payment of the Net Proceeds will represent an unsecured claim against TM.
- 5.4 This Platform including its gateway service, only facilitate the execution of payments between the Customer and the Merchant. Any payment monies collected from Customer and received by TM shall be settled and transferred into the Merchant Account within a fixed timeframe on a daily, weekly, biweekly or monthly basis, (which is subject to TM absolute discretion) after deduction of any fees due to TM, including any applicable taxes and/or duties.
- 5.5 The costs, expenses, fees and/or bank charges applicable to the settlement and transfer of the Net Proceeds shall be under the Merchant responsibility.

## 6. DELIVERY OF THE PRODUCTS

- 6.1 TM, (through third party logistics partner officially appointed by TM) will provide delivery services for the Merchant. Merchant shall give full cooperation to the appointed logistics service provider assigned by TM to carry out the delivery services for the Merchant products.
- 6.2 Merchant shall be responsible for, and bear all risk and liability for the sourcing, sale, packaging, labelling, product quality, and product warranties (if applicable) for all products delivered, and Merchant shall be responsible for all reasonable claims by Customer in relation to such products.
- 6.3 For damaged or lost parcel claims by the Customer, Merchant is only allowed to claim the value insured by the delivery vendor. If the product value exceeds the insured amount by the delivery vendor, Merchant is responsible to purchase additional insurance in order to cover their risk, or bear all the losses for lost and/or damaged parcel.
- 6.4 For every successful Transaction, Merchant shall be responsible for:
  - i. Merchant is obligated to ship out the orders to the address specified in the relevant order within three (3) calendar days from the date of the successful payment by the Customer. Merchant must post out the order to the logistics service provider selected by Customer;
  - ii. Merchant shall ensure the product are well packed (water and shock proofed) to ensure that the product is maintained in good condition during the delivery. If the product is found to be damaged when received by Customer due to poor packaging or already damage prior to the postage, the Customer has the right to request for refund from the Merchant;
  - iii. In the event that TM is required to provide additional services to collect, deliver, process or store any returned or failed delivery parcels for the Merchant, such additional fees or expenses may be charged to the Merchant and be set off against the funds in the Merchant's Account;
  - iv. In the event where the Merchant requires longer than three (3) calendar days to prepare for the postage, the Merchant needs to inform the Customer. If Merchant fail to comply with the stipulated deadline, TM or Customer reserve the right to cancel the order;
  - v. Merchant shall ensure that the Customer receives the updated tracking information for the delivery of the product. Merchant shall update the status of delivery on Merchant centre in the Platform within twenty-four (24) hours of actual execution. The delivery status of the products will remain with the Merchant until they have been transferred to the Customer; and
  - vi. Merchant shall not perform delivery on their own unless it is consented in writing by TM.
- 6.5 TM shall update the delivery status of the Merchant Product/Service on the Platform for the Customer to view from time to time. Notwithstanding the foregoing, TM shall

not responsible or be liable to the Merchant for any losses, in the event that Merchant do not fulfil the order using the delivery partner assigned by TM.

- 6.6 Unless otherwise provided in this T&C the Merchant shall be responsible for all costs incurred for shipping the of the products sold by the Merchant. Any costs assessed against or incurred by TM in relation to shipping will be debited to the Merchant. If applicable and unless otherwise specified, Merchant shall also be responsible for payment of all customs duties, and taxes and any other charges related to the shipping and custom clearance of the products. In the event that TM is required to provide additional services to collect, deliver, process, store or failed delivery parcels for the Merchant, such additional fees or expenses may be charged to Merchant and be set off against the funds in the Merchant Account.
- 6.7 In the event the Customer receive incomplete or defective product, Merchant will promptly notify TM of any incomplete or the defective product and cooperate and assist TM with returns, including by initiating the procedures for returning goods to Merchant. Merchant will bear all costs associated with the return and refund or replacement, including and not limited to the logistic costs and any other applicable charges.
- 6.8 In case of Failed Delivery, TM may require Merchant to bear costs associated with the Failed Delivery where the underlying reason for Failed Delivery is Merchant's fault.
- 6.9 TM has no obligation to provide logistics services to collect or deliver the products to or from any PO Box, overseas address, addresses without proper postal codes, or any non-delivery locations.
- 6.10 If the Merchant products fall into any of the prohibited items categories listed in this T&C, TM may provide such delivery services via our appointed delivery partner to the Merchant subject to additional handling charges payable by the Merchant.
- 6.11 Unless TM approves of the Merchant's usage of cash on delivery as a payment model, Merchant shall not collect any direct payment from Customer.
- 6.12 Merchant is subjected to a shipping deadline for each order by the Customer. If Merchant repeatedly found to breach the shipping deadline specified under this T&C, TM reserves the right to suspend and/or terminate the Merchant from the Platform.

## 7. SETTLEMENT AND TERM

- 7.1 Service Charges and Transaction Fee
  - i. In consideration of TM providing the Service to the Merchant, the Merchant hereby agree to pay TM the Service Charges as stipulated in Clause 4.
  - ii. Notwithstanding the above, it is hereby agreed that TM reserves the right to recover the Service Charges provided in clause herein and any additional costs incurred due to dealing with Customer disputes, Refunds, Charge Back,

Disputed Transactions or other causes by debiting the Merchant's portion of Remittance or by any other method deemed necessary to TM.

7.2 Out-payment:

- i. Subject to Clause 7.1 herein, if there is any amount to be credited, TM shall remit to the Merchant bank account via IBG (Interbank Giro) once a week.
- ii. Remittance payment by TM shall be in Malaysia Ringgit (RM). All foreign currencies will be converted to RM if such conversion is required.
- iii. In the event there's any disputed payment amount to Merchant, TM have the absolute right to hold the disputed amount until the completion of investigation.

## 8. AFTER SALES SUPPORT

- 8.1 The Merchant shall provide the after-sales support to the Customer upon successful delivery of the Merchant Products to the Customer's address. The after-sales support shall include but not limited to the following:
- i. The warranty of the products. For the avoidance of doubt, where applicable, any manufactured products will come with standard manufacturer warranty, which shall be provided to the Customer; and
  - ii. Replacement/refund for any faulty products delivered to the Customer.

## 9. BUSINESS RULES

- 9.1 The advertising, listing and business activities under this Platform shall be in accordance with Malaysia laws and regulations.
- 9.2 TM has the absolute right to stop the Merchant from continuing listing the businesses in this Platform if the Merchant fail to comply with the terms and conditions herein. If the Merchant are found to be in breach of any of the T&C, TM shall have the rights to remove your listing from this Platform.
- 9.3 Nothing in this T&C and the participation in this Platform shall create or be deemed to create a partnership or an agency employee between the Merchant and TM.
- 9.4 This Platform does not promote, endorse or authorize any selling of illegal, counterfeit and/or fake items. By participating in this Platform, the Merchant undertake that the business does not have any connection in promoting and selling any illegal and counterfeit items. If the Merchant are found to breach this Clause 8.4, or upon receiving any complaints from third parties regards to the above, TM shall have the absolute right to take down your listing from this Platform.
- 9.5 Any dispute arising out of any Merchant Product/Service is between the Customer and the Merchant only. Any payment transaction in relation to the Merchant's listing shall only obligate Merchant and TM shall not be a party to any resulting dispute including but not limited to disputes over performance and liability issues relating to the delivery, quality, quantity or use of the listed products/services. TM may, on a case by case basis



and at the customer's own costs expenses, facilitate the customer to request from the Merchant any refund paid for the goods and/or services by the customer.

## 10. PROHIBITION

10.1 Merchant shall not advertise and/or sell any item that is restricted or prohibited by the local laws. Kindly note that this Platform function as an online marketplace hence selling of illegal goods and/or services shall be prohibited at all times. Below, we have listed a non-exhaustive list of some categories of prohibited items: -

- a. Animals and wildlife creatures
- b. Antiques and Artifacts;
- c. Controlled medicine and prescription only;
- d. Drugs;
- e. Unauthorized medical devices;
- f. Hazardous chemical substances;
- g. Counterfeit items;
- h. Firearms and weapons;
- i. Stolen goods;
- j. Controversial publications which unauthorized to be sold in Malaysia including books, films, journals, and etc;
- k. Alcoholic drinks;
- l. Pornographic materials;
- m. Tobacco based product, e-Cigarettes, electronic vape and its related accessories such as pods, vape juice, e-liquid and vape refills
- n. Illegal products and/or services; and
- o. Any other items or services that are illegal and/or prohibited by laws.

10.2 Merchant shall at all times abide by the Listing Guidelines Policy for all the advertised goods and services in the Platform.

## 11. NO WARRANTY

10.1 The services are provided "as-is" and without any representation or warranty, whether express, implied or statutory. TM and any of its subsidiaries and affiliates, officers, directors, agents, joint ventures, employees and suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. TM does not have any control the goods and/or services that are paid for with the services. TM does not guarantee continuous, uninterrupted or secure access to any part of the services, and operation of the services may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of TM's control. TM will make reasonable efforts to ensure that the services are processed in a timely manner but TM makes no representations and warranties regarding the amount of time needed to complete processing.

10.2 TM shall not be liable for any of the following:

- i. a hardware, software, mobile device and/or internet connection is not functioning properly;
- ii. any suspension or refusal to accept payments which TM reasonably believes to be made fraudulently or without proper authorization;
- iii. any suspension or refusal to accept payments which TM reasonably believes to be made fraudulently or without proper authorization; and
- iv. unforeseen circumstances preventing the proper performance despite any reasonable precautions taken by TM. Such circumstances may include but are not limited to the Force Majeure events.

## 12. PERSONAL DATA & CONFIDENTIAL INFORMATION

- 11.1 You shall undertake and warrant that you will only use and process the Personal Data obtained during this business transactions only for the purpose of executing the purchase and shall not disclose it to the third party and will always comply to the requirement under the applicable personal data protection laws.
- 11.2 You are hereby undertaking that You shall treat all Confidential Information of the other party (the Customer) as confidential at all times and shall not disclose that Confidential Information to any third party. The Confidential Information obtained shall only be used for the purpose of performing the business transaction agreed between You and the Customer. Confidential Information in this context refers to the Customer's personal information including but not limited to name, address, phone number email and any other contact information.
- 11.3 The Merchant undertake, represent and warrant that the Merchant will use and process Personal Data obtained from the Customer; (a) only for the purpose of the execution and delivery of the Merchant Products and not disclose it to third parties; (b) in accordance with the requirements under the applicable personal data protection laws in Malaysia; (c) in a manner that ensures TM remains in compliance with the requirement under the applicable personal data protection laws; and (d) not and will not sell, assign, license, publish, lease or otherwise commercially exploit any such information or utilize such information in any manner for Merchant's own benefit or carry out any data mining, data compilation or data extraction for the purposes of statistical or trade analysis or otherwise.
- 11.4 Merchant further warrant that the Merchant have implemented sufficient security measures to ensure that the Personal Data is securely kept and maintained as required by the applicable personal data protection laws and you agree to be subject to the necessary audits undertaken by TM to ensure compliance of the above warranties and to immediately inform TM of any Personal Data incident upon becoming aware of the same.

## 13. INDEMNITY

- 12.1 Merchant agree to fully indemnify and hold TM Group of companies harmless from any third party claims, penalty, liability, damages and/or costs arising from the Merchant

own misconduct and/or negligence in utilizing this Platform or breach of the terms herein.

#### 14. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Both Parties hereby acknowledge that the Intellectual Property Rights (“IPR”) of any information received by any party and the products and/or services pertaining to such information and the product/services provided pursuant to this Agreement (including its logo, branding or trademarks) are and shall remain at all times with the disclosing party or its licensor or its registered proprietor, wherever applicable except for and excluding to the extent as otherwise defined herein.
- 13.2 TM and/or its licensors reserve and shall retain its entire right, title and interest in all copy rights, trademarks and other intellectual property rights therein and relating thereto, except as expressly granted to Merchant in these terms and conditions herein.
- 13.3 Merchant grants TM a worldwide, non-exclusive, royalty-free, non-transferable license to copy, use and display any logo, trademark, trade name or other intellectual property owned by, or licensed to Merchant for the purpose of (i) identifying Merchant as a merchant that accepts the Services as a payment form; and (ii) any other use to which Merchant specifically consents. Merchant hereby warrants and represents that it owns or has the right to use and sublicense any intellectual property which it uses or licenses for use to TM.
- 13.4 Merchant shall defend any claim, suits or proceedings brought against TM for any claim of intellectual property infringement by any third party, including the customers or visitors of the Platform. Merchant shall indemnify TM against all damages and costs in any judgment entered in such a suit by a court of competent jurisdiction or proceedings and against settlement and costs arising out of such claim, suits or proceedings.
- 13.5 In the event TM receives any complaints, claims and/or suits for infringement of intellectual property rights for any good and/or services listed by the Merchant in this Platform, TM reserves the absolute right to suspend and terminate the Merchant from the Platform.

#### 15. REPRESENTATION AND WARRANTIES

- 14.1 Merchant represents and warrants that:
  - i. the participation in this Platform and the performance thereof by Merchant has been duly authorised and constitutes a valid and binding agreement of Merchant, enforceable against it in accordance with the terms thereof;
  - ii. all information furnished to TM for the provision of the Services is true, accurate and not misleading;
  - iii. all formal consents, waivers, approvals, authorisations, exemptions, registrations, licenses or declarations of or by or filing with, any authority or contracting party

which are required to be made or obtained by Merchant in connection with the entry into these Terms of Service and the performance of the same, have been duly obtained;

- iv. the entry, delivery and performance of this T&C by Merchant will not violate or conflict in any material respect with any law, rule, regulation, code, ordinance, judgment, order, writ, injunction, decree or other requirement of any court/tribunal or of any governmental body or agency thereof applicable to Merchant and/or the sale of the Merchant Product/Service;
- v. Merchant shall fulfil all orders for Merchant products at their stated quantity and price to Customers and be responsible for any error in the listed price of the Products;
- vi. shall not infringe any Intellectual Property Rights of third party;
- vii. shall not post, display or disclose any materials which infringe this T&C;
- viii. shall not access content and information that concerns any party other than the Merchant, transmit unsolicited communications, interfere with the proper working of the Platform, transmit any viruses or other harmful code, or attempt to bypass any mechanism used to detect or prevent such activities; and
- ix. shall not intentionally expose TM and our respective officers, employees, directors, contractors, partners, agents, subcontractors, representatives etc., to undue risk or otherwise engage in activities that is determined to be harmful to TM operations, reputation, or goodwill.

14.2 Merchant undertake and warrant that all the representations, warranties and undertakings in this T&C will be fulfilled and will remain true and correct at all times.

## 16. TERMINATION

16.1 TM shall have the absolute rights to terminate and remove the Merchant from the Platform by immediately or by fourteen (14) working days written notice, subject to discretion by TM, upon the occurrence of any of the following:

- i. Merchant breach any of the terms in this T&C;
- ii. Merchant is found to be in breach of any applicable laws in Malaysia or TM policies or found to be guilty by any court of competent jurisdiction of such breach;
- iii. Upon receiving any complaints from third party regarding the Merchant's involvement in intellectual property infringement and counterfeit items
- iv. For individual Merchant, being adjudicated as a bankrupt or any bankruptcy action filed by or against the Merchant;

- v. Becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of its creditor(s), permits the appointment of a receiver or a receiver and manager for its business or assets, or becomes subject to any legal proceedings relating to insolvency;
- vi. If Merchant is found to be under investigation by any government agency or regulatory body; and/or
- vii. Merchant cease to carry on the business.

(hereinafter referred as “Events of Defaults”).

Once terminated, Merchant’s listing will be removed immediately from the Platform.

- 15.2 Either Party may terminate the participation in this platform without cause by submit a termination request via email to [support.cari@tm.com.my](mailto:support.cari@tm.com.my) and TM will remove the Merchant from the Platform within fourteen (14) working days.
- 15.3 Upon such termination, Merchant shall cease all usage of the Services and pay any outstanding fees to TM in relation to the Services. TM shall have the absolute discretion to determine on the next course of action of any pending orders between the Merchant and the Customer, whether to complete or cancel such incomplete orders.

## 17. BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT

- 16.1 The Merchant hereby warrant and undertake to comply with all applicable laws in Malaysia and, to the extent that it is relevant, any other jurisdiction in respect of bribery, corruption and/or fraudulent acts including to comply with TM anti-corruption policies and procedures in the course of performing and/or carrying out their obligations under and/or in connections with this Terms and Conditions.
- 16.2 Notwithstanding any provision of this T&C, TM shall have the right to terminate the Merchant from the Platform with immediate effect by written notice to the Merchant if it learns that the Merchant has breached any of the terms set out in this clause and/or the Merchant is found to have committed bribery, corruption and/or fraudulent acts prohibited under the applicable laws in Malaysia and, if applicable, any other jurisdiction in the course of performing and/or carrying out its obligations under and/or in connection with this T&C.
- 16.3 The Merchant shall be liable for losses, damages, costs and expenses incurred by TM as a result of such termination (“Losses”) based on Clause 16.2 above. The Merchant shall indemnify and render TM harmless from such Losses and to the extent such Losses are actual damages.

## 18. FORCE MAJEURE

- 18.1 Neither Party liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, pandemic,

epidemic, act of sabotage, explosion, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

## 19. GOVERNING LAW

- 19.1 These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia. Both Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

## 20. MISCELLANEOUS

- 20.1 Merchant cannot assign, transfer or subcontract all or part of your rights and/or obligations deriving from the T&C, without the prior written consent of TM. TM may assign, transfer or subcontract all or part of its rights and/or obligations under this Platform to any of its subsidiaries or any authorized third party.
- 20.2 No delay or indulgence by TM in enforcing any terms of this T&C or granting of time by TM to the Merchant shall prejudice the rights or powers of TM under this T&C or at law.
- 20.3 Failure by TM to exercise any part or all of its rights under this T&C or any partial exercise shall not act as a waiver of such right nor shall any waiver by TM of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
- 20.4 If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.
- 20.5 TM reserves the rights to change, amend, delete or add on to this T&C at any time without prior written notice and you hereby agree to be bound by such amendment(s).
- 20.6 Should you have any questions concerning this T&C, or if you desire to contact TM for further inquiries, please email us at [support.cari@tm.com.my](mailto:support.cari@tm.com.my)



# Listing Guideline & Policy

## 1. GENERAL

- a) The advertising, listing and business activities under this Platform shall be in accordance with Malaysia laws and regulations.
- b) TM has the absolute right to stop the Merchant from continuing listing the businesses in the CariCari Platform if the Merchant fail to comply with the applicable terms and conditions and policies.
- c) This Platform does not promote, endorse or authorize any selling of illegal, counterfeit and/or fake items. By participating in this Platform, the Merchant undertake that the business does not have any connection in promoting and selling any illegal and counterfeit items.

## 2. LISTING GUIDELINE

To ensure clear listing quality for good online shopping experience for the Customers, Merchant shall adhere to the following:

No.	Title	Description
1.	Title of Product	A clear and descriptive title that accurately reflect the product. A title of product should NOT contain any information related to Seller Contact Details (Phone Number, Email, Business Name, etc), Product Pricing and any unnecessary words not related to product.
2.	Picture of Product	Merchant shall include a minimum of three (3) pictures for each listing. The picture must be clear, sharp, non-pixelated and must not include any other reflections such as people or other objects. If the listing is under a specific brand, the brand logo must be clearly visible in the picture.
3.	Description of Product	A detail and informative description of product that includes its features, specifications and benefits. Product description must be legal, decent, honest and truthful. A product description should NOT: - <ol style="list-style-type: none"> <li>i. Contain any misleading description to Consumer</li> <li>ii. Contain any offensive content (text, static image, moveable image, audio &amp; video)</li> <li>iii. Use an illegal copyrighted description belongs to any business without that particular business prior consent.</li> <li>iv. Using unrelated brand illegally that was not part of products being advertised.</li> <li>v. Contain any links to another marketplace outside CariCari platform.</li> </ol>
4.	Product Category	A selection of product category should be clear and accurate to describe categorization of product. Precise categorization of product will help to ensure it is easily discoverable by Consumer. In the event your product category is not defined in CariCari platform, a nearest available product category should be selected.



### 3. PROHIBITED ITEMS

Merchant shall not advertise and/or sell any item that is restricted or prohibited by the local laws and the terms and conditions of CariCari. Kindly note that this Platform function merely as e-commerce services, hence selling of illegal goods and/or services shall be prohibited at all times. It is the Merchant's responsibility to implement cross-checks prior to listing the products. Below, we have listed a non-exhaustive list of some categories of prohibited items: -

<b>Illegal &amp; Prohibited Goods</b>	
Drug, tobacco, alcohol & gambling	<ul style="list-style-type: none"> <li>• Drugs and drug related equipment (pipes, bong, etc)</li> <li>• Products that contain substance of Cannabis, Hemp and Marijuana.</li> <li>• Tobacco based product</li> <li>• Electronic vape, e-cigarettes and related accessories such as vape juice, pods, e-liquid and vape refills.</li> <li>• Smoking cessation products containing nicotine, such as patches and gum</li> <li>• Alcohol and alcoholic beverages.</li> <li>• Product related to gambling activity, lottery tickets and tickets offering illegal payouts.</li> </ul>
Firearm, weapon, ammunition, explosive & related product	<ul style="list-style-type: none"> <li>• Firearms, ammunitions &amp; explosive inclusive of display, collectible, real, fake, toys or replica item</li> <li>• All kinds of guns such as artillery, pistols, shot guns, pump guns, machine guns, submachine guns, rifles, automatic rifles, etc</li> <li>• Recreational guns such as airsoft guns, paintball guns, bb guns and modified toys guns.</li> <li>• Other weapons such as knuckle dusters, blow pipe, catapult, slingshot, bow &amp; arrow, tasers, nunchaku, handcuffs, etc.</li> </ul>
Counterfeit & replica items	<ul style="list-style-type: none"> <li>• Counterfeit items</li> <li>• Items and product that infringe any third party's copyright, patent, trademark, trade secret or intellectual property rights.</li> <li>• Listing offering products that are likely to confuse the other community members about the source or affiliation of the item i.e "OEM", "factory direct", "factory reject", "overrun".</li> </ul>
Unlicensed and/or unauthorised items	<ul style="list-style-type: none"> <li>• Stolen goods (whole or in part)</li> <li>• Any unauthorised or unlicensed decoder or device designed or intended for the</li> </ul>

	<p>transmission or transmission of radio waves.</p> <ul style="list-style-type: none"> <li>• TV Box, Android box, set-top box, media box, or other similar device AND all its accessories.</li> <li>• Hacking hardware or software and spying gadget.</li> </ul>
Medical & healthcare items	<ul style="list-style-type: none"> <li>• Prescription drugs</li> <li>• Over the counter medicine</li> <li>• Health supplements not registered with NPRA</li> <li>• Medicinal and healthcare products claiming to treat and cure any condition which requires the attention of a registered medical or other qualified practitioners.</li> <li>• Any product found to contain banned substances and/or are identified to cause adverse side effects.</li> <li>• Any antibiotics, poisons and pharmaceutical products that violates any applicable law and/or regulation.</li> </ul>
Adult product	<ul style="list-style-type: none"> <li>• All pornography and adult material including, but not limited to, books, magazine, picture, audio, videos and any other form that displaying pornography materials.</li> <li>• Sex toys, sexual wellness and enhancement product</li> <li>• Preloved/used undergarments or intimate items</li> <li>• Product that promote or position in a sexually suggestive manner (contain nudity or implied nudity)</li> <li>• Contraceptive products</li> </ul>
Offensive material	<ul style="list-style-type: none"> <li>• All offensive and inappropriate material including, but not limited to, books, magazine, picture, audio, video and any other form that displaying offensive material.</li> <li>• Product that incite feeling off ill-will and hostility between different races, ethnic, religion, political view and/or classes of population.</li> </ul>
Human, live animals & animal's products	<ul style="list-style-type: none"> <li>• Human beings, human remains, body parts and bodily fluids</li> <li>• Live animals and insects</li> </ul>

	<ul style="list-style-type: none"> <li>Any items that are made from or include any part of an animal that is subject to regulations or laws for the protection of live animals, including endangered/exotics species and domesticated animals.</li> </ul>
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*Note: This list may be updated from time to time.*

#### 4. OFFENSIVE CONTENT

Usage of any description, word or images that deem to be offensive such as hate speech, explicit language or images and discriminatory language or language towards any ethnic groups, individuals, or public figures are NOT allowed in CariCari platform.

#### 5. ADVERTISEMENT GUIDELINE

##### a) Advertisement on Medical Products, treatment & Facilities

Advertisements on medicines, remedies, appliances, skill and service relating to diagnosis, prevention and treatment of diseases or conditions affecting the human body including but not limited to slimming products and services, are under the authority of the Medicine Advertisement Board (L.I.U), Ministry of Health Malaysia. All advertisement shall comply with the requirements under the **Medicines (Advertisement & Sale) Act 1956, Medicine Advertisements Board Regulations 1976, Medical Device (Advertising) Regulations 2019** and any other relevant legislation, rules, guidelines and regulations governing the advertisement of medical products, treatments and facilities, including any amendments made to the same.

##### b) Pesticide Advertisements

Advertisements on pesticides are under the authority of the Pesticide Board and Ministry of Agriculture and Food Industries. All advertisements shall comply with the requirements under the **Pesticides Act 1974, Pesticides (Advertisement) Regulations 1996**, and any other relevant legislation, rules, guidelines and regulations governing the advertisement of pesticides, including any amendments made to the same.

##### c) Food and Beverages

Advertisements relating to food and beverage products that claim therapeutic or having prophylactic qualities shall be subject to prior screening. All advertisements shall comply with the requirement in the **Food Act 1983, Food Regulations 1985, Food Advertisement Regulations 2014** and any other relevant legislation, rules, guidelines, and regulations governing the advertisement of food and beverages, including any amendments made to the same.

##### d) Direct Sales & Prohibition of Pyramid Schemes

All advertisements relating to Direct Sales and Pyramid Schemes shall comply with the **Direct Sales and Anti-Pyramid Scheme Act 1993** which governs direct sales and the prohibition of pyramid schemes and any other relevant legislation, rules, guidelines and regulations governing the advertisement of Direct Sales and Pyramid Schemes, including any amendments made to the same.

**e) Cosmetic Products**

All advertisements relating to cosmetics product shall comply with the **Guidelines for Control of Cosmetic Products in Malaysia** and **Guideline for Cosmetic Advertisement** as published by the National Pharmaceutical Regulatory Agency (NPRA), Ministry of health Malaysia and any other relevant legislation, rules, guidelines and regulations governing the advertisement of cosmetic products, including any amendments made to the same.

{end of terms and conditions}