

Bajaku Terms & Conditions of Use

E AGRO SDN. BHD. ("**Company**" or "**we**" or "**us**") welcomes you to our website, <http://www.eagro.com.my> ("**Website**"). The Website provides an e-commerce platform that enables registered users to sell and purchase products and/or services online.

Usage of the Website is governed by the following terms and conditions ("**Terms and Conditions**").

Article 1 - Acceptance of Terms

1.1 Scope of Terms and Conditions

1.1.1 The Terms and Conditions set out below are applicable to any and all access and use of the Website. You may view the Terms and Conditions via the link set out on the main page of the Website.

1.1.2 The Terms and Conditions are to be read together with the following documents, when applicable:

- (a) Store User Agreement (in respect of a Store);
- (b) Collection and Claim Policy;
- (c) Privacy Policy; and
- (d) all other policies as published on the Website from time to time.

All the documents in Clause 1.1.2(a) to (d) above shall collectively referred to as "**Policies**", unless otherwise defined herein.

1.1.3 The Policies form part of the Terms and Conditions, and shall be treated collectively as a legally binding agreement between all users of the Website and the Company. For avoidance of doubt, in the event of any inconsistencies, the terms and conditions in this Terms and Conditions shall prevail.

1.2 Use of Service and the Website

- 1.2.1 The Company provides e-commerce facilities and Services via the Website to facilitate the sale and services of Products between registered users.
- 1.2.2 By accessing, browsing and/or using our Services or the Website, you are deemed to have irrevocably and unconditionally agreed to the Terms and Conditions. Please do not use our Services or the Website if you object to or disagree to any of the Terms and Conditions.
- 1.2.3 Usage of the Website is entirely at your own risk. We do not take any responsibility or agree to indemnify you for losses you suffer arising from such use, and you irrevocably agree to hold us harmless and indemnify us from any losses that you may suffer therefrom.

1.3 Use of Members' Personal Data

- 1.3.1 For a complete description of how the Company uses and protects a Member's personal data, you may refer to the Privacy Policy.
- 1.3.2 By continuing to access the Website and using the Services, you are deemed to accept the terms of the Privacy Policy. Please do not use our Services or the Website if you object to your personal data being used in the ways described in the Privacy Policy.

1.4. Amendment of Terms and Conditions

- 1.4.1 The Company shall be entitled at any time and from time to time, to modify, amend or change the Terms and Conditions at our sole and absolute discretion. In such instance, the Company shall announce such amendments or changes (including the effective date for the same) by publishing the same at the main page of the Website, and you shall be bound by such amended Terms and Conditions, notwithstanding you may not view or read such amended Terms and Conditions.
- 1.4.2 Please cease using the Website if you are not agreeable to any of the amended Terms and Conditions.

Article 2 - Application and Registration as Member, or e-Store

2.1 Registration as Member

2.1.1 In order to access or use the Website, you are required to register as a Member ("**Member**"), or e-Store. Unless otherwise specified by the Company, membership registration is free of charge.

2.1.2 The Company has the right to restrict, suspend or terminate your membership, access or usage of the Website or the Services (or any part thereto) at the Company's sole and absolute discretion without assigning any reasons.

2.1.3 You are only entitled to have one (1) verified mobile number and one (1) verified email address associated with your registered account.

2.2 Membership

2.2.1 Any persons or entities who has a registered an account (not including registration as e- store shall be categorized by The Company as "**Member**".

2.3 Application Requirements

2.3.1 In order to be a Member or a or an e-Store, you must comply with the following requirements:

- (a) you must have the legal capacity to enter into contract, in which event if you are an individual, you must be of a major and if you are a corporate body, you must have the necessary documents for incorporation;
- (b) you must ensure that you are not a bankrupt or the corporate body is not in the process of liquidation;
- (c) if you would like to apply as an e-Store, you must complete the necessary registration application at the Website and provide all such information and documents as required from time to time at the application form.

- 2.3.2 You warrant that all information provided to the Company as part of the registration process is accurate, current and complete at all times and you will immediately inform us if there are any changes to the same. If we rely on the contents of your application and accept you as a Member, or e-Store, you irrevocably agree that you shall indemnify and keep us indemnified and hold us harmless for any expense, loss or damage that we may suffer arising from any inaccurate or false statement or misrepresentation of facts submitted to us by you.
- 2.3.3 We reserve the right to reject your application as a Member, or as an e-Store at our sole and absolute discretion, without assigning any reasons.

2.4 Completion of Registration

- 2.4.1 You will become a Member, or e-Store upon successful registration. Our registration process may, where necessary, include identity verification, documentary and support materials authentication as requested by us.
- 2.4.2 In order to be a purchaser, you must first apply to be a Member by completing the registration process, wherein the relevant steps are provided in the Member Request Submission at the Website. Once you have completed the registration form, the Company will review your application wherein you will receive an email confirming your status as a Member upon approval of your membership.
- 2.4.3 Please note that you are not allowed to change your handphone number once your membership request is submitted and approved as your membership account is linked to the handphone number. If you would like to change your handphone number you will need to terminate your existing membership and account, and sign up again using the new email address. In the circumstances, the termination effect more particularly stated in Clause 2.7.3 herein shall be applicable.

2.5 Protection of Account Details

- 2.5.1 Each Member is responsible for maintaining the confidentiality of the Member's account information, including the account password, and for all activities in the Member's account. You agree to notify us immediately should there be any unauthorized use of your account or password or of any other breach of security. You may be held liable for losses incurred by the

Company or by any other Member and/or an e- Store caused by third party usage of your password or account.

2.5.2 You shall not use any third party's password or Member account at any time. We have the right at our sole and absolute discretion to disable any Member ID or password, without assigning any reason.

2.6 Use of Services

2.6.1 The usage of the Website and its services by a Member or an e-Store is free.

2.6.2 Usage of certain Services or functions on the Website by an e-Store may require payment which is more particularly stipulated in the Store User Agreement, Policies and/or other agreements between the Store and the Company and any such amendments from time to time.

2.7 Suspension and Termination of Membership

2.7.1 The Company reserve its rights to restrict, suspend or terminate a Member, or e-Store's usage of the Website without assigning any reasons whatsoever on grounds as may be determined by the Company at its sole and absolute discretion and without prior notice.

2.7.2 You may terminate your membership at any time by writing to us at admin@eagro.com.my provided always that you have duly completed or cancelled all the transactions conducted by you at the time of termination.

2.7.3 Termination of a membership, will result in the losing of:

- (a) all accumulated Credits and Loyalty Points; and
- (b) your shopping history;

2.7.4 In the event of the termination of a membership and there are pending or incomplete transactions in member's account, all such transactions will be deemed as null and void and the Company shall not be held liable for any losses or damages in consequence thereto.

2.8 Compensation for Losses

Where, in using the Services and/or accessing the Website, any of your actions cause any losses to the Company, you shall be liable for and shall compensate the Company for all costs and expenses incurred or suffered. In the event of any inquiries, complaints or claims raised by third parties due to the said actions by you, you shall be solely responsible and liable to the said third parties to resolve such inquiries, complaints or claims at your own cost and shall indemnify and keep indemnified and hold the Company harmless at all times in respect thereof.

Article 3 - Relationship of Parties

3.1 Role of Company

- 3.1.1 The Company operates, manages and provides the Website for the purpose of enabling safe and reliable Transactions between Members and e-Store.
- 3.1.2 For avoidance of doubt, all purchases made on the Website are direct purchases from the manufacturer and all collections of Products purchased are direct transactions with the respective e-Store. To this end, all payments made through the Website are collected by the Company on behalf of the manufacturer and shall at no time being payment made by the Member to the Company.
- 3.1.3 The Company shall not be held liable for any loss and damages in consequence of any failure or dissatisfaction of the purchases and/or collections transacted on the Website.

Article 4 - Use of Website and Services

4.1 Compliance

- 4.1.1 As a condition of your use of the Services and/or access to the Website, you agree that:
 - (a) You shall comply with all applicable laws and regulations, and shall not conduct or take part in any illegal activities including but not limited to:
 - (i) committing fraud, for example by making purchases on the Website using another person's identity, credit card or bank account;

- (ii) distributing, sending or facilitating the sending of any unsolicited electronic commercial messages, or engage in any form of spamming activities; or
 - (iii) using the Services to promote and facilitate pyramid schemes;
- (b) You shall comply with these Terms and Conditions and the Policies.
- (c) You shall not upload, post, reproduce, encourage, promote or facilitate the use of any information, text, images, graphics, video clips, sound, directories, files, databases or listings made available via the Website and the Services (“**Contents**”):
 - (i) which are false, inaccurate, misleading, unlawful, defamatory, libelous, discriminatory, obscene, offensive, invasive of privacy, harassing, threatening or abusive; and/or
 - (ii) which infringe or misappropriate the Intellectual Property Rights of the Company or other third parties.
- (d) You shall not copy, reproduce, compile, modify, distribute or resell any Services Or Contents, or otherwise exploit the same for commercial purposes.
- (e) You shall not collect or post personal information about other Members or other third parties, including email addresses or handphone numbers, without their consent.
- (f) You shall not use the Services, access the Website or manipulate the Website’s system and/or processes in a manner that is fraudulent or deceptive, dishonest, not authorised and/or not in conformance with the Terms and Conditions and the Policies, which shall include but is not limited to:
 - (i) transferring your Member account and Member ID to another party and/or allowing access by a third party to your Member account and Member ID without our express written consent;

- (ii) exploiting or attempting to exploit any benefits provided by the Company, (including but not limited to discounts and/or Coupons and/or Vouchers) by signing up for multiple accounts and/or purchasing a Product with no intention to complete the same;
 - (iii) manipulating the price of any item or interfering with other 's listings; or
 - (iv) taking any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information from the Website or using it for purposes unrelated to the Website);
- (g) You shall not engage or attempt to engage in any activities to interrupt, or that are likely to interrupt, the smooth processing of the Services or the Website or the Company's operations and/or business, including but not limited to:
- (i) distributing viruses or any other technologies that may harm the Website, or the interests or property of other Members or e-Stores;
 - (ii) undertaking any action to undermine the integrity of, or gain access to, the Website system, which includes the computer or communication systems, network, software application, or networks and computing devices used in connection with the Services ("**System**");
 - (iii) monitoring data or traffic on the System or conducting crawling of the System without the Company's permission;
 - (iv) engaging in any denial of service (DoS) attacks, distributed denial of service (DDoS) attacks, or any other forms of network attacks; or
 - (v) engaging in any behaviour that may interfere with the proper functioning of the System; including mail/news-bombing, broadcast attacks, flooding, and any other relevant network interference techniques;

- (h) You shall conduct yourself in accordance with good public order and morals, and shall refrain from:
 - (i) persistently raising complaints without any reasonable grounds or justification;
 - (ii) repeatedly cancelling or returning Products that are not defective or unsatisfactory without reasonable grounds or justification; or
 - (iii) engaging in behaviour which violates public order or is destructive to generally accepted customs or norms.

4.1.2 The Company may, without notice, delete postings or restrict or prohibit you from posting or using specific Services on the Website, terminate your access to the Website and the Services or take any other measures it deems fit on the occurrence of a breach of any of the conditions specified under Article 4.1.1 above.

4.1.3 Please report to the Company should you be asked to enter into any direct dealing Transactions, as described in Article 4.1.1(f)(ii) above. The Company shall not be held responsible for any issues, loss or damages in relation to any direct dealing Transactions.

4.2 Liability for Third Party Websites

The Company shall have no liability whatsoever in the event the Company posts any information provided by its partners, or provides reference information or contents provided by a third party at the Website or links on the Website for your convenience, and your visit such third-party sites is at your own risk.

4.3 Suspension of Services

4.3.1 The Company may restrict or temporarily suspend the provision of all or part of the Services to you in the event such Services are unable to be provided due to:

- (a) maintenance work on the Website;

- (b) the occurrence of power or communications outage;
- (c) technical problems on the part of our third-party suppliers or partners;
- (d) the occurrence of a natural disaster, act of terrorism or other force majeure events;
and/or
- (e) any other reason(s) that the Company may deem necessary for such suspension.

Upon the suspension of the Services, the Company shall post a notification on the Website on the suspension of the Services as soon as reasonably practicable.

- 4.3.2 The Company shall not be liable for any damages or losses that you or any third party may suffer or sustain as a result of any restriction or temporary suspension of any Services in accordance with the terms of these Terms and Conditions.

Article 5 - Sale and Purchase of Products

5.1 No Representation

- 5.1.1 The Company is not an agent for, and does not represent a Member nor or an e-Store, and has no authority to act on behalf of either party.
- 5.1.2 You are solely responsible for all liabilities relating to the transactions entered into between you and the other user of the Website and in relation to any information provided by you to other user of the Website and vice versa.

5.2 No Guarantee

- 5.2.1 Although the Company will use its best endeavour to verify the information provided by a User, the Company does not warrant nor make any representations on:
 - (a) the existence, quality, completeness, appropriateness, safety or legality of any Product;
 - (b) the veracity of any intent to sell or purchase Product by a Member or e-Store;

- (c) whether a Product infringes the rights of any other third party;
- (d) the truthfulness, accuracy or legality of any information posted by a or a Member in respect of a Product; or
- (e) that all Transactions will be completed.

5.2.2 Any liabilities and risks relating to Transactions undertaken between a Member and an e-Store shall be borne by the relevant parties. As such, before proceeding with any transaction on the Website, you must make your own independent assessment and determination regarding the statements, Product descriptions, the representations of the other party and the party's ability to pay for or deliver the Products offered and specific terms and conditions imposed by Sellers regarding refunds, exchanges and returns (if any).

5.2.3 A minor, being a person below the age of 18, cannot purchase any Products without the consent of his parents or legal guardian. Any transactions entered into without such consent may be cancelled by the Company or the parents or legal guardian, as the case may be.

5.3 Placing of Order

5.3.1 If you, in your capacity as a Member, placed an offer to purchase a Product on the Website ("**Order**") and the Order is accepted by the e-Store, you are obligated to complete the Transaction with the e-Store on the Website, unless:

- (a) the Transaction is prohibited by law or these Terms and Conditions;
- (b) the e-Store materially changes the Product's description or the Product does not conform to the e-Store's description; or
- (c) a manifest error exists in the Product listing information which materially affects the terms of the sale.

5.3.2 The Website shall notify Members, and e-Stores of all Orders made, the status for the Transaction shall be reflected as "Processing".

5.3.3 When you checkout your shopping cart without payment, the Order will automatically become void and cancelled and the status will be indicated as "Order Cancel".

5.3.4 If you and Store fail to process the Order within such period of time as required under the User Agreement or the Store User Agreement, you may request for the Order to be cancelled and a refund will be issued pursuant to Article 8.

5.4 Offer and Acceptance

5.4.1 For the avoidance of doubt, any and all information on this Website, including the prices and details, constitutes an invitation to treat (an invitation for a Member to make an offer to form a contract), and shall not be considered a binding offer.

5.4.2 By placing an Order, the Member is making an offer to purchase such Product(s) on the Website from the respective Store, based on the information and description of the Product(s) applicable at the time of making an Order.

5.4.3 While an e-Store shall take every endeavour to supply the Products as ordered, an e-Store shall only be legally bound to do so when the e-Store confirms acceptance of your offer via the Website. An Order is deemed accepted and a binding contract is in place only when the status of an Order on the Website is updated to "Processing".

5.4.4 In the event of an electronic, computer, operational and/or technical error affecting details and pricing of a Product or any promotion on the Website, we reserve the absolute right to rectify such error and/or cancel any Transactions which have been entered into in reliance on the said error.

5.4.5 You agree and understand that your remedy as a Member in the event of any cancellation made pursuant to this Article 5.4.4 is for the refund of the amount paid by you in respect of any such cancelled Transactions. Nothing in this Article shall entitle a Member to any further or additional compensation, and you shall have no right to insist on the completion of the Transaction and/or delivery of the Products under the Order.

5.5 Payment for Products

5.5.1 The Company shall use its best endeavour to provide different payment methods to the Member, including but not limited to the following methods:

- (a) credit card;
- (b) debit card;
- (c) online banking;
- (d) Credits; Loyalty Points;
- (e) e-wallet; or
- (f) e-credit system.

and shall be in accordance with such terms and conditions as stated on the Website.

5.5.2 Payment for any purchase of Products on the Website must be made within the time period stipulated in the Website. If payment is not completed within such time period, the said Order shall be automatically cancelled by the Website system.

5.5.3 When making payment, you must only use payment methods that are legally available to you, and shall not fraudulently use any means of payment under another party's name. Pursuant to the same, we reserve the right to take all such actions to review any payment made and where deemed necessary, to suspend the processing of such Transactions until our investigations are complete. As a Member, you agree to be responsible for all damages and losses suffered or sustained by the Company, the owner of such payment methods and the eStore, which arise out of any fraudulent actions discovered under this **Article 5.5.3**.

Article 6 - Payment Protection Services

6.1 Purpose and Mechanism

6.1.1 The Company provides payment protection services ("**Payment Protection Services**") to help create a safe and reliable environment for Members to undertake e-commerce Transactions. Payment Protection Services is an escrow payment service provided by the Company whereby any payment made by a Member for the purchase of Product(s) is collected by the Company on behalf of the e-Store and shall be withheld by the Company and only released to the e-Store upon confirmation that such Product(s) has been collected and/or such other appropriate criteria in order to protect the Member's interest. Payment Protection Services shall be used on all Products purchased on the Website and is a free service.

6.1.2 Under the Payment Protection Services, if your Order has been accepted and full payment was made for the same but:

- (a) have not received email informing you that the Product is ready for collection within the time period stated on the Website; or
- (b) have upon collection discover a Product which is defective, significantly not as described or does not materially conform to the product details as stated on the Website;

you shall immediately contact the Company, and we shall carry out the appropriate investigations on your complaint(s). Please take note that any cancellation or refund, shall be dealt with in accordance with the Collection and Claim Policy.

6.2 No Representation

The provision of Payment Protection Services by the Company does not make the Company a representative of an e-Store or a Member, nor does it mean that the Company is acting as a proxy for any Member or e-Store in performing their obligations in connection with any Transaction.

Article 7 – Self-Collection of Products

7.1 Self-Collection at Store

7.1.1 Self-collection of the Products shall be made at the e-Store selected by a Member when placing an Order.

7.1.2 The Member agrees to bear the risk for any Products wrongly distributed to other e-Store due to incorrect details provided or selected by the Member.

7.1.3 In the event a Member instructs a third party to collect the Products from the e-Store on its behalf, the Member shall provide all the necessary verification (OTP Code) as required by the Company from time to time. The Member hereby undertake to bear the risk of loss and damages on third party collection and shall not held the Company liable in such circumstances.

7.2 Delivery (Door to Door) Services

7.2.1 In order to enable this service under this heading, the Member is required to verify the OTP code with the e-Store and upon verification thereafter the Member shall make an appointment providing details on the date and time for delivery.

7.3 Other Services

Article 8 - Cancellation and Refunds

8.1 Please refer to the Collection and Claim Policy for further information in relation to the obligations of an e-Store or Buyer in respect of collection, cancellation and refunds of Products.

8.2 For the avoidance of doubt, the Collection and Refunds Policy shall be read together with the e-Store Agreement, these Terms and Conditions and such other Policies in force from time to time.

Article 9 - Loyalty Points

9.1 Loyalty Points

9.1.1 Every RM1.00 (or any other amount as may be determined by the Company from time to time) spent at the Website in a single transaction is equivalent to One (1) Loyalty Point. Loyalty Points cannot be exchanged for cash.

9.1.2 The Member shall use any Loyalty Points received in the manner specified by the Company on the Website and/or as specifically made known to the Member via email or mobile communications.

9.1.3 The validity period of the Loyalty Points shall be in accordance with the time frame specified by the Company on the Website. It shall be the Member's responsibility to track the validity period of the Loyalty Points via your respective Member account on the Website.

9.1.4 Upon expiry of the validity period, any Loyalty Points accumulated by a Member shall be cancelled and removed from the Member's account.

9.1.5 Where Loyalty Points was received upon purchase(s) of Product(s), the Company reserves the right to cancel any Loyalty Points accumulated when such purchase(s) is subsequently cancelled. In addition, the Company reserves the right to cancel any Loyalty Points issued to a Member if the Member is found or is suspected to have breached these Terms and Conditions and/or any other Policies.

9.1.6 The Company shall not entertain any request for the reissuance of or be held responsible for any expired or cancelled Loyalty Points.

Article 10 - Feedback and Review System

10.1 Submission of Feedback

10.1.1 Upon completion of any Transactions, you may submit your review in writing of such Product(s) via the feedback and review mechanism provided on the Website on the level of satisfaction with the Product as well as experience with the e-Store on the Website.

10.1.2 If you submit or post a review of a Product(s), such review shall be made publicly available. You shall be solely responsible for your review and the Company is not responsible to ascertain whether any opinion expressed is true. As such, you should ensure that any review posted is fair and not unlawful.

10.1.3 You only have One time to submit your review of such Product on the Website. You are not allowed to make changes and to delete such posted review.

10.1.4 Whilst the Company appreciates your constructive feedback and review, the Company shall remove such post or comments in the Company's sole discretion without assigning any reasons on it.

Article 11 - Disputes between Member and

11.1 Disputes

All and any disputes relating to the purchase and sale of the Products on the Website between you and another User (collectively referred to as "**Disputing Parties**") shall be resolved between the Disputing Parties. The Company shall not be held responsible nor liable on any loss damages or consequences of such disputes.

Article 12 - Intellectual Property Rights

- 12.1 Site Contents.** The Company is the sole owner or lawful licensee of all the rights and interests in the Website and its contents posted by the Company (“**Site Contents**”). All title, ownership and Intellectual Property Rights in the Website and Site Contents shall remain with the Company, our affiliates or licensors of the Site Contents, as the case may be. All rights not otherwise claimed under these Terms and Conditions or by the Company are hereby reserved.
- 12.2 Infringements.** Any person may protect their rights by contacting the Company in the event their copyright or other intellectual property has been infringed or violated on the Website by any User. Pursuant to the same, the Company may at its sole and absolute discretion take down the Product listing, information, specification and/or photograph complained of and suspend sales of the corresponding Products until such time that the Company at its sole and absolute discretion deems that evidence provided is sufficient to prove that the complaints and/or that the alleged claims are invalid.
- 12.3 Compliance.** You shall ensure that all content including without limitation listings, information, specifications, photographs, and products for sale as supplied or provided by you on the Website do not infringe or violate trade mark rights, patent rights, copyrights, trade names, domain names, portrait rights, design rights, utility models, trade secrets, know-how, confidential information, database rights, software rights, semiconductor and/or circuit layout rights and all various other Intellectual Property Rights. You shall also ensure that the use of such Intellectual Property Rights is with the prior, approval or consent of Intellectual Property Rights owner or intellectual Property Rights subsisting in any part of the world belonging to third parties.
- 12.4 Ownership of Photographs or Videos of Products Arranged by the Company.** For avoidance of doubt, the Intellectual Property Rights in any photographs or videos of Products which are arranged by and/or taken by the Company as part of any additional support under the Services shall vest in the Company.
- 12.5 Affiliates.** In order to boost sales, information regarding Products displayed for sale by any on the Website may be disclosed to the third parties affiliated to the Company, including websites and blogs owned by and / or affiliated to such third party, and any such disclosure shall be subject to the Seller Agreement and the Terms and Conditions.

- 12.6 Indemnity.** You shall indemnify and hold harmless the Company 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.
- 12.7 Claims from a Third Party.** Where you have received claims from a third party that your postings made on the Website infringe or violate the Intellectual Property Rights of any third party or the contents of such postings are open to any other form of attack whether related or unrelated to a legal action, you shall to the furthest extent possible exempt and not involve the Company, its directors and employees, and the Website from and in such claims.
- 12.8 Complaints.** You shall notify the Company as soon as practicable of any complaints or alleged claims of infringement of Intellectual Property Rights by any third party. All losses and costs to the Company, its directors and employees and / or the Website arising from your use of any Intellectual Property Rights must shall be fully compensated by you.
- 12.9 Usage.** If you post content or submit material to the Website, and unless the Company indicates otherwise, you are deemed to have granted the Company a non-exclusive, royaltyfree, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

Article 13 - Liability

- 13.1** In the event of a dispute between the Disputing Parties in relation to Products purchased on the Website, such Disputing Parties shall release the Company from all claims, demands and damages, actual and consequential, of every kind and nature, known and unknown arising out of or in any way connected with such dispute.
- 13.2** The Company does not guarantee the quality, safety or legality of the Products, the truth or accuracy of the content or listings of e-Store and other Users on the Website or that a Member will actually complete a particular Transaction.

- 13.3** All materials, information, software, products, services and other content contained on the Website or from a linked site, is provided to you on "as is" basis and without warranty or conditions of any kind, express or whether implied, including, but not limited to, the implied warranties or conditions of ability and fitness for a particular purpose, title, noninfringement, security or accuracy.
- 13.4** The Company assumes no responsibility for any errors, inaccuracies or omissions whatsoever in the information on the Website and under no circumstances will the Company be liable for any loss or damage by your reliance on information obtained through the Website. It shall be your responsibility to evaluate the accuracy, completeness and usefulness of any information provided, and use of the Website is solely at your own risk.
- 13.5** The Company shall not be liable to you either in tort, contract, negligence or otherwise for any loss, damage, injury or expense, howsoever arising, out of or in connection with the supply or use of the Products. Under no circumstances will the Company be liable for any loss of profits, loss of data or for any other special, indirect, incidental or consequential damages, whether foreseeable or unforeseeable, based on claims of an User or whether in action for contract, breach of warranty, tort or otherwise.
- 13.6** THE COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THIS WEBSITE. SPECIFICALLY, YOU AGREE THAT THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. SPECIFICALLY, YOU ALSO AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING THE COMMUNICATION SERVICES AND / OR INCLUDED IN THIS SITE BY ANY THIRD PARTY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM: (1) RELIANCE ON THE MATERIALS PRESENTED, (2) COSTS OF REPLACEMENT PRODUCTS, (3) LOSS OF USE, DATA OR PROFITS, (4) DELAYS OR BUSINESS INTERRUPTIONS, (5) NEGLIGENCE, (6) AND ANY THEORY OF LIABILITY, OUT OF OR IN ARISING CONNECTION WITH THE USE OF, INABILITY OR TO USE THIS WEBSITE, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.7 You hereby agree to indemnify and hold the Company, and our officers, directors, agents, subsidiaries, joint ventures and employees, harmless from any claim or demand or damages, including all attorneys' fees incurred or to be incurred, as a result of any claims, demands or proceedings, by any third party due to or arising out of your breach of this Terms and Conditions and/or the User Agreement and/or Store User Agreement (as the case may be), or your violation of any law or the rights of a third party.

Article 14 – No Warranties

14.1 You will not hold the Company responsible for other Users' content, actions or inactions, or Products listed by Users, including content they post.

14.2 You understand and agree that Transactions between you and the other Users on the Website are deemed to be private contractual arrangements between you and such Users, the Company does not represent the Users or you in such transactions. The Company is only responsible for operating and managing the Website and making reasonable efforts in order to maintain efficient Services on the Website.

14.3 The Company and the Website have no control over and do not guarantee the quality, safety or legality of the Products advertised, the truth or accuracy of An User's content or listings, the ability of any User to sell or purchase such Products or that any Transaction will be successfully completed.

14.4 The Company and the Website does not transfer legal ownership of Products from an e-Store to a Member. Unless a Member and an e-Store agree otherwise, the Member will become the Product's lawful owner upon physical collection of the Product from the eStore.

14.5 Whilst the Company is taking all necessary and reasonable steps to ensure safe and secured access to the Services, the Company cannot guarantee that the Services, and operation of the Website will not be interfered with by factors outside of the Company's control. In which event of such interference, the Company shall not be held liable or responsible for any loss and damages caused to you.

14.6 If a you have a dispute with one or more Users, you hereby release the Company, and

our officers, directors, agents, subsidiaries, joint ventures and employees, from claims, demands and damages, actual and consequential, of every kind and nature , known and unknown, arising out of or in any way connected with such disputes.

14.7 Accordingly, to the extent that is legally permitted, the Company excludes all implied warranties, terms and conditions. The Company is not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Website and Services.

Article 15 - Access and Interference

15.1 The Website contains robot exclusion headers. Most of the information on the Website is updated on a real time basis and is proprietary or is licensed to the Company by Website's Users or third parties. You agree not to use any robot, spider, scraper, other automated or any means to access the Website for any purpose without the prior written permission from the Company.

15.2 Additionally, you agree that you will not:

- (a) take any action that imposes or may impose, in the Company's sole and absolute discretion, an unreasonable or disproportionately large load on the Website's infrastructure;
- (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content, except for your own information and reference, from the Website without the prior written permission of the Company;
- (c) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or
- (d) bypass the Company robot exclusion headers or any other measures we may use to prevent or restrict access to the Website.

Article 16- General

16.1 Governing Law

These Terms and Conditions shall be governed by the laws of Malaysia and the local jurisdiction of the Courts in Malaysia.

16.2 Notices

Unless otherwise specified herein or otherwise notified by the Company, any notice, request, demand or other communication to the Company under these Terms and Conditions shall be given or made in writing and delivered personally or sent by prepaid registered post to the following address:

E AGRO SDN BHD
No. 2-1, Jalan Kiara 2,
Kawasan Perniagaan Kiara,
43500 Semenyih,
Selangor

All notices to you shall be effective if delivered by email to the email address provided by you or where applicable, on the Website. All agreements, notices and other communications that the Company sends to you electronically satisfies the legal requirement for communication to be in writing.

16.3 No Assignment

The Company shall have the right to assign and/or novate the rights and benefits of the Website to a third party, by providing written notice to you by posting on the Website, and you hereby irrevocably agree and consent to any such assignment and/or novation.

16.4 Force Majeure

Neither party shall be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hindered or delayed by strikes, industrial disputes, fire, floods, 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.

16.5 Severability

If any provision of these Terms and Conditions and/or the User Agreement and/or the Store User Agreement and/or the Policies is found to be illegal, void or unenforceable under the law, the other Terms and Conditions shall continue to be in force.

16.6 Waiver

A failure by the Company to exercise or enforce any rights conferred upon it by these Terms and Conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times

Article 17 - Definitions

17.1 In this Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Business Day	means a day on which the banks are open for business in Kuala Lumpur, and excludes weekends or public holidays;
Company	E AGRO Sdn Bhd a company providing e-commerce facilities and services via the Website to facilitate the sale and purchase of Products between Users.
Email Address Handphone number	/An email address or handphone number provided by an User and registered with the Company for the purposes of communication between the Company and the User on the access, usage and/or transactions carried out at the Website.
Intellectual Property Rights	means all copyright and Intellectual Property Rights howsoever arising and in whatever media, whether or not registered, including (without limitation) confidential information, trade secrets, goodwill and reputation, patents, trademarks/service marks, trade names, registered designs and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;

Licensed Member	One category of Members who may Order the Products at the Website from the , more particularly defined in Article 2.3.1 (a), (b) & (c) of the Terms and Conditions.
Loyalty Points	Loyalty points which a Member may collect under the Company's loyalty program, as detailed on Article 9 above
Member	A company, enterprise or person registered with the Company at its Website under the category of Member in order to access and use the Website.
e-Store	A company, enterprise or person registered with the Company as an eStore, who places its Product(s) at the storefront of the Website for sale, more particularly defined in Article 2.3.1 (e) the Terms and Conditions.
e-Store User Agreement	An agreement between the e-Store and the Company more particularly stipulated the terms and conditions for an e-Store to sell its Product(s) on the Website
Member	One category of Member who may Order the Products at the Website from the e-Store, more particularly defined in Article 2.3.1 (a) & (b) of the Terms and Conditions.
Order	An offer to purchase Product(s) placed by a Member at the Website;
Payment Protection Services	means the escrow payment services offered by the Company to create a safe and reliable environment for Members to undertake e-commerce Transactions as detailed in Article 6 of the Terms and Conditions.
Policies	shall collectively refer to: <ul style="list-style-type: none"> a. e-Store User Agreement (in respect of a Stoore); b. Collection and Claim Policy; c. Privacy Policy; and d. All other policies as published on the Website from time to time
Privacy Policy	the Company's policy relating to the collection, use, disclosure and management of personal data on the Website.

Products	Any product(s) placed by an e-Store for sale at the storefront of the Website wherein the Member may offer to purchase.
Services	The services offered by the Company through the Website to the Users which may include maintenance and provision of e-commerce storefront, Order confirmation system, Order tracking system, stock and inventory tracking system, Payment Protection Services, payment settlement with the e-Store and such services provided by third party service providers such as payment gateway services.
e-Store	A company, enterprise or person registered with the Company as a Store for the purposes of having the Products ready for collection by a Member or to offer Door to Door services upon Payment Successful of the Order.
Transaction(s)	Any sale and purchase transactions of the Product(s) placed by an eStore at the storefront of the Website, wherein the offer to purchase by a Member is accepted by the e-Store.
User	A company, enterprise or person registered with the Company at its Website under the category of Member, e-Store.
Website	The online market place owned and operated by the Company, and known as "E-Agro", being an e-commerce platform that enables the Transaction(s) between registered users, having its domain at www.eagro.com.my .