

## **E-Store User Agreement**

E Agro Sdn Bhd (“Company” or “we” or “us”) welcomes you as an e-E-Store (as defined in the Terms and Conditions) on our website, <http://www.eagro.com.my> (the “Website”). The Website provides an e-commerce platform that enables registered users to sell and purchase products and/or services online. Your use of the Website and specific tools for e-Store is governed by the following E-Store User Agreement and the E AGRO Terms and Conditions of Use (“**Terms and Conditions**”) published at the Website.

### **Article 1 – Acceptance of Terms**

#### **1.1 Scope of E-Store User Agreement**

- 1.1.1 The provisions below set out your rights and obligations as a e-Store on the Website.  
You may view a copy of this e-Store User Agreement through the link set out on the main page of the Website.
- 1.1.2 This e-Store User Agreement is to be read together with the Terms and Conditions and the Policies, collectively represent a legally binding agreement between you and the Company.
- 1.1.3 All capitalized terms not otherwise defined herein shall have the meaning ascribed to the same in the Terms and Conditions.

#### **1.2 Use of Services by e-Store**

- 1.2.1 The Company provides e-commerce facilities and services via the Website, as more particularly described in Article 2.1 enabling the sale and service of Products between registered users.
- 1.2.2 By accessing, browsing and/or using the Website and accessing the tools provided for e-Store, you are deemed to have irrevocably and unconditionally agreed to this e-Store User Agreement. Please do not use our Services or the Website if you object to or disagree to any of the terms in this E-Store User Agreement.

#### **1.3. Amendment of E-Store User Agreement**

1.3.1 The Company is entitled at any time and from time to time, to modify, amend or change this e-Store User Agreement as appropriate and at our sole and absolute discretion. In such instance, the Company shall notify you of 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.

1.3.2 Please cease using the Website if you are not agreeable to any of the amended terms and conditions.

1.3.3 We do not take any responsibility or agree to indemnify you for losses you may suffer arising from the amended e-Store User Agreement, and you irrevocably agree to hold us harmless or indemnify us from any losses that may be suffered by us due to your failure to notice such amended terms and conditions.

#### **1.4 Company's Policies to Prevail**

1.4.1 You hereby agree and understand that this e-Store User Agreement, read together with the Terms and Conditions, shall prevail in respect of any matters addressed herein.

1.4.2 In the event of any conflict between any specific terms, this e-Store User Agreement shall override such terms and you hereby agree to be bound by the provisions of this e-Store User Agreement in its entirety.

### **Article 2 – Services for e-Store**

#### **2.1 General Services**

2.1.1 In operating the Website, the Company provides and maintain a platform for the other Users to select your e-Store with an option to self-collect or to delivery of the Products.

#### **2.2 Use of the Website**

2.2.1 You will be allowed to access to the Website's Backoffice, for the purposes of adding e-Stores, monitoring stocks and sales and etc.

2.2.2 In using the Website Backoffice, you are responsible for maintaining the confidentiality of your account and password, and for restricting unauthorized access to your account. You hereby agree to accept responsibility for all activities that occur under your account.

2.2.3 While using the Website Backoffice as a e-Store, you are prohibited to:

- (a) post or list inappropriate content or e-Stores on the Website as more particularly described in Article 4;
- (b) violate any laws, third party rights, or Company policies;
- (c) manipulate the price of any Product or interfere with another e-Store's listings;
- (d) circumvent or manipulate the fee structure, the billing process or any fees owed to the Company;
- (e) take any action that may undermine the feedback systems;
- (f) transfer your account to another party without the Company's consent;
- (g) copy, modify, or distribute the contents from the Website and the Company's Intellectual Property Rights or involving any third party;
- (h) collect information about the Members or third parties as may be available on the Website, including but not limited to e-mail addresses, without their consent; and/or
- (i) use existing e-Store's accounts or create new Member accounts in order to circumvent or avoid, buying or selling limits, and other restrictions by the Company.

### **2.3 Preliminary requirements to Register as an e-Store**

2.3.1 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.

2.3.2 To complete the registration, you must submit the following:

- (a) if you are an individual, a copy of your personal identification documents, being your Identity Card (MyKad) or passport;
- (b) if you are a company or enterprise, a copy of the necessary business licenses or company documents as requested by the Company;
- (c) your current and up-to-date contact information including but not limited to your email address, handphone number, fixed landline number and residential or an office address (as the case may be);

- (d) your bank account information together with documents, as required by the Company, evidencing that the bank account is owned by and in the name of you or your company or business; and
- (e) such other information that the Company deems necessary from time to time.

## **2.4 Rights of Company**

- 2.4.1 The Company reserves the right to reject your application as an e-Store the Company's sole and absolute discretion, without assigning any reasons.
- 2.4.2 The Company reserve its rights to restrict, suspend or terminate the 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.
- 2.4.3 In the event there are no transactions at your e-Store or where you have been inactive for more than twelve (12) months, the Company reserves the right to terminate your e-Store account and/or remove all e-Store listings without prior notice.

## **2.5 Termination by e-Store**

- 2.5.1 As an e-Store, you may terminate your membership with the Company at any time by sending your notice of termination to our email at [admin@eagro.com.my](mailto:admin@eagro.com.my).

## **Article 3: Listing of e-Store**

### **3.1 Location of e-Store**

- 3.1.1 You shall upload your e-Store location on the Website.

### **3.2 Validation of Location**

- 3.2.1 You hereby agree and undertake that by uploading your e-Store location on the Website:
  - (a) the e-Store location shall be a real and correct location;
  - (b) you are duly authorized to operate the e-Store; and
  - (c) you are not infringing any the Intellectual Property Rights of any third party.

3.2.2 Where requested by the Company, you shall immediately furnish such evidence as necessary to prove that:

- (a) you have obtained all required approvals, licences, authorisations and/or certification from all relevant parties including but not limited to the appropriate authorities and/or brand owners or principals for the e-Store listed by you on the Website;
- (b) you are the owner and/or are authorised or licensed person / company to use any Intellectual Property Rights embedded in or used in conjunction with the e-Store listed by you on the Website.

### **3.3 Description of e-Store**

3.3.1 You shall provide accurate and non-misleading descriptions of the e-Store and all charges and fees that you may imposed, and shall ensure that the following are clearly stated in the said descriptions:

- (a) the Address for the e-Store;
- (b) any additional costs or fees including but not limited to Shipping Fee, and other services provided and / or taxes (if applicable).

3.3.2 No Reference to other E-Commerce Business. You shall ensure that any description of e-Store added to the Backoffice and on the Website shall not in any way make reference to, or name any other e-commerce platform or similar/competing business, whether by way of text or images.

### **3.4 Prohibition on Direct Dealing**

3.4.1 As an e-Store, you are prohibited from directly entering into a Transaction with a Member without using the mechanism provided by the Company on the Website or the Payment Protection Services provided by the Company.

3.4.2 All communications regarding Transactions or potential Transactions with other Members or Customers shall be made through the Website.

### **3.5 Adequate Stock**

3.5.1 As an e-Store, you shall be responsible to ensure that there is adequate stock to meet demand at all times. When there is an inadequacy the Company will suspend the

sale of such Products on the Website without further reference to you until adequate stock becomes available again.

#### **Article 4 – Editing of Content**

##### **4.1 Website Backoffice**

4.1.1 You are allowed access to the Website's back-office to:-

- (a) edit inventory;
- (b) revise the actual location or the actual number of e-Store(s) maintained by you;
- (c) update of the collection of the respective order(s) by a Member.

4.1.2 You shall ensure that all information and updating are done in good faith and accurately represent the actual circumstances at all times.

##### **4.2 Removal of information by the Company**

4.2.1 You acknowledge that the Company shall have the right but not the obligation to monitor and edit any information uploaded by you. Notwithstanding any monitoring, the Company takes no responsibility and assumes no liability for any information posted by you and reserves the right, but not the obligation, to remove any information posted on the Website.

4.2.2 You shall indemnify the Company against all claims resulting from information posted, supplied or uploaded to the Website by you.

#### **Article 5 – Fulfilment of Orders**

##### **5.1 Acceptance of Order**

5.1.1 Submission of Order

- (a) Upon payment being made by a Member, the Sales Status for the Order will be shown as "Payment Pending" at Backoffice pending the payment process of Payment Gateway.
- (b) The payment process of Payment Gateway consists of 3 different status as

follows:

- i. Payment Pending – where the payment is pending process from the Bank;
- ii. Payment Failed – where the payment is cancelled by the Bank; or
- iii. Payment Approved – where the payment is approved by the Bank. In which event the Order will be processed and an email will be sent to Customer to confirm the payment status.

- (c) The payment process of Payment Gateway will normally takes 15 minutes before requery.
- (d) After requery, there will be 2 different Sales Status for the Order at Backoffice:
  - i. Payment Successful – where the payment is successful;
  - ii. Payment failed – where the payment is unsuccessful.

5.1.2 You shall coordinate with the Merchant to ensure the fulfillment of the Order.

## **5.2 Collection of Product**

### **5.2.1 Order fulfillment**

- (a) You are required take all steps to ensure that the Products are prepared for the Member within the applicable lead times for Order fulfillment as set out in the E-Store Service Levels.
- (b) An SMS will be sent to Member after successful Purchase.
- (c) If the Member opted for collection of the Product, the e-Store will need to key in the OTP code in the Backoffice of the Website to verify the order.
- (d) A SMS will be sent to Member after the status for the Order is “Completed”.

## **5.3 Packaging for Orders**

5.3.1 You hereby agree that you shall ensure that any and all Products are securely wrapped when the Member collects the same to ensure the safety and integrity of the same.

5.3.2 No Use of other E-Commerce Business Packaging. You are strictly prohibited from using branded packaging materials of online e-commerce marketplaces other than E Agro.

## **Article 6 – Cancellations, Exchange, Return and Refunds**

### **6.1 Cancellation of Order**

#### **6.1.1 Cancellation by Member**

- (a) Before Payment

Members may, without your approval, cancel their Orders at any time before the



Product is paid by the Member, being any time before the status of the Order is updated on the Website as "Payment Pending".

(b) No Cancellation After Collection

Once a Product has been collected by the Member, the status for the Order on the Website shall be changed to "Collected" and the Order cannot be cancelled from this point onwards.

(c) Other manner of Cancellation

Any other manner of cancellation conformed with the Collection and Claim Policy and its amendments published in the Website.

## **6.2 Exchanges, Returns and Refunds**

6.2.1 Please refer to the Collection and Claim Policy on the applicable policies.

## **Article 7 – Settlement**

### **7.1 General**

7.1.1 The amount payable by the Company to you for any Transactions completed through the Website is referred to as the Settlement Amount.

7.1.2 Upon registration as a e-Store, you are required provide your bank account details or by way of direct transfer to your designated bank account.

### **7.2 Calculation of Settlement Amount**

7.2.1 The Settlement Amount shall be calculated based on the formula published by the Company from time to time at the e-Store User Guide at the Website.

7.2.2 Please cease using the Website if you are not agreeable to any of the formula or amended formula on the Settlement Amount.

### **7.3 Payment of Settlement Amount**

The Settlement Amount shall be paid within fourteen (14) Business Days from the date of Purchase Confirmation, as described in Article 7.4 below.

### **7.4 Purchase Confirmation**

A Transaction between you and a Customer is regarded as complete upon collection of the Products by the Member or earlier cancellation by the Member or after the expiry of the Storage Period (as defined in the Collection and Claim Policy), whichever is earlier.

## 7.5 Deferment of Settlement

Notwithstanding the provisions of Articles 7.2 and 7.3, the Company reserves the right to defer the payment of any Settlement Amount due to any expense or loss which may have arisen due to your fault, or in order to protect against the risk of liability or any other reason as may be specified under the E-Store User Agreement, such expense or loss to Penalties incurred pursuant to your breach/non-compliance with any of the provisions of this Agreement and/or the e-Store Service Levels.

Under the SKIM MPOB which is by way of a service known as e-Credit Agrobank shall be subject to the approval of e-Credit by Agrobank. Only upon its approval shall the e-Store obtain the funds. Approval under this service may typically take thirty (30) to sixty (60) days. Upon approval, the Company shall deduct its seven-percent (7%) commission as fees and the balance shall be credited to the e-Store.

## Article 8 – Management of Disputes

### 8.1 Disputes between Member and e-Store

8.1.1 All and any disputes relating to the collection of the Products between you and the Member or anything in relation to the stock of the Products between you and the Merchant (all parties 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 9 – Definitions

In this e-Store User Agreement, unless the context otherwise requires, the following words and expressions shall have the following meaning:

|                         |   |
|-------------------------|---|
| <b>Discounted Price</b> | The discounted amount paid or payable by a Member for the purchase of Products, being the Original Price minus the e-Store’s discount,, inclusive of SST as applicable. |
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| <b>Member</b>                 | 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.   |
| <b>Order</b>                  | An offer to purchase Product(s) placed by a Member at the Website.   |
| <b>Policies</b>               | shall collectively refer to:<br>(a) e-Store User Agreement (in respect of a e-Store);<br>(b) Collection and Claim Policy;<br>(c) Privacy Policy; and<br>(d) all other policies as published on the Website from time to time.  |
| <b>Product(s)</b>             | Any product(s) placed by an e-Store for sale at the Storefront of the Website wherein the Member may offer to purchase.  |
| <b>Purchase Confirmation</b>  | The completion of a Transaction between you and a Member on the Website evidenced by the successful collection and receipt of the Product by the Member in satisfactory condition from the e-Store, more particularly stated in Article 7.4 above.   |
| <b>Settlement Amount</b>      | The final amount due to the e-Store for the Successful Transaction(s), to be calculated based on the formula published by the Company from time to time at the e-Store User Guide of the Website.  |
| <b>SST</b>                    | Sales and service tax imposed by the Government of Malaysia more particularly pursuant to the Sales Tax Act 2018 and Service Tax Act 2018 and all other relevant legislations or such other taxes imposed by the Government of Malaysia in place of the SST.   |
| <b>e-Store</b>                | A company, enterprise or person registered with the Company as an e-Store must prepare the Product(s) or services upon Payment Successful of the Order.  |
| <b>Successful Transaction</b> | A successful Transaction of the Product(s), or services for which each of the following steps has been completed:<br>(a) a Member placing an Order with Payment Successful via the Website;<br>(b) the Product(s) is collected by the Member at its selected e-Store; and<br>(c) the status at the Website system displays that particular Transaction as having been completed; |

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|-----------------------|--|
| <b>Transaction(s)</b> | Any sale and purchase transactions of the Product(s) placed by an e-Store at the e-Storefront of the Website, wherein the offer to purchase by a Member. |
| <b>User</b>           | A company, enterprise or person registered with the Company at its Website under the category of Member, or e-Store.                                     |
| <b>Fees</b>           | Shall be fixed at seven-percent (7%) of the sales amount (inclusive bank transaction fees).  |