

## **International Webstore User Agreement**

You must read, agree with and accept all of the terms and conditions contained in this Webstore User Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a Lelong.my Webstore Merchant. We strongly recommend that, as you read this Webstore User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a Lelong.my Webstore Merchant.

Any amendment, addition or variation to any part of this Webstore User Agreement if necessary, shall be made in writing upon mutual consent between the Parties by way of supplementary agreement. The supplementary agreement shall form part of this Agreement upon execution between the Parties. The supplementary agreement shall form part of this Agreement upon execution between the Parties. The Lelong.my Webstore service is operated by Interbase Resources Sdn. Bhd. (Reg no: 465435-U), owner of www.lelong.com.my, www.lelong.my, www.lmall.com.my, www.groupme.com.my, www.groupme.my or any subdomain, (hereinafter "www.lelong.com.my", "www.lelong.my" or "we" or "our") located at 6th Floor, Tower 1 @ Puchong Financial Corporate Center (PFCC), Jalan Puteri 1/2, Bandar Puteri, 47100 Puchong, Selangor, Malaysia.

For avoidance of doubt, the following terms shall be applicable throughout the Agreement.

"Lelong.my" means Interbase Resources Sdn Bhd (Company No: 465435-U).

"Lelong payment service" means NetPay Payment Service (NetPay).

### **Eligibility.**

Our services are available only to, and may only be used by individuals/merchants who can form legally binding contracts under applicable law. Without limiting the foregoing, our service is not available to persons under the age of 18, or to temporarily or indefinitely suspended Lelong.my members. If you do not qualify, please do not use our Site. Further, your Lelong.my account (including feedback and ratings) and User ID may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

### **Quantum of Fees and Services.**

Certain fees may apply to list and sell through our Site and when you list and sell your item(s), you have an opportunity to review and accept the fees that you will be charged. In our sole discretion, we may change our Fees structure and the service fees from time to time. However, we may choose to temporarily change our Fees structure and the fees for our services for promotional events (for example, free listing days) and such changes are effective when we post the temporary promotional event on the Site. We may in our sole discretion change some or all of our fees structure and services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in RM (Ringgit Malaysia). You are responsible for paying all fees associated with using our service and the Site and all applicable taxes. In the event that the Merchant doesn't agree with the change of Fees structure and the services fees the Merchant shall have the option to terminate this Agreement by providing thirty (30) days' notice in writing.

Fees paid will not be fully refunded or prorated in the event that your Lelong.my Webstore is suspended and/or restricted for breaking our rules, terms and conditions. Your fees paid for the subscription of the Webstore will be refunded if your subscription application is rejected. Lelong.my has the all rights to reject any applications without any assigned reason.

We may from time to time review and change how Lelong.my Webstore merchants can access the site. Such changes will be posted on the site and shall become binding on all members upon its implementation. The changes will instantly become effective after they are posted on our site.

### **Right To Suspend or Terminate by Lelong.my.**

Lelong.my may terminate any auction, sale or use of the service if:-

- 1) you significantly change the scope of the API / program / application without prior written consent to Lelong.my
- 2) you breached any part of this Agreements and Lelong.my's Terms and Conditions
- 3) you failed to update the valid shipping tracking (courier tracking code) within three (3) days the order is paid
- 4) Lelong.my reserves the sole right to terminate or refuse to provide the service to any business or individual without any assigned reason. Webstore fee will not be refunded.

The system will automatically suspend your Webstore account if you receive two (2) or more bad ratings from your buyer(s) within the month. You will have to resolve all the bad ratings with your buyers by contacting them personally. Only your buyers can retract any ratings given to you.

### **Listing and Selling.**

You must be legally able to sell the item(s) you list for sale on the Site. You must describe your item(s) and all terms of sale on the listing page of the Site. Your listings may only include text descriptions, graphics, pictures, videos and other content relevant to the sale of that

item. All listed items must be listed in the appropriate product categories. Lelong.my will not be liable and held responsible for items your list for sale on the Site.

All items sold in quantity must be identical (the specification, size, color, make, and model must be the same for each item). -

You may not list or sell any item using our site which:

- (a) Infringes any third party's copyright, intellectual property, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (b) Otherwise causes legally-recognized harm (such as a product that contains a defamatory statement); or
- (c) Is illegal under, or your sale to the buyer would violate, any applicable law, statute, ordinance or regulation.
- (d) Or anything prohibited in our Listing Policy (<http://bbs.lelong.com.my/bbs/showthread.php?t=34493>)

Without limiting the foregoing, you may not list on our site or sell through our site, drugs or narcotics, tobacco and items of a pornographic nature, which includes the sale of sex and adult toys or services. Furthermore, you may not list on our site or sell through our site any item that, by paying to us the listing fee, could cause us to violate any applicable law, statute, ordinance or regulation. Such items include, without limitation, any real estate, stocks or bonds, insurance or other financial services. Lelong.my reserves the rights to remove any items/listing that it deems, according to its own discretion.

We reserve the rights to suspend the Merchant's listing without notice if found that:

- (a) the Webstore merchant registration details and contact information is invalid, not contactable, or misleading.
- (b) the Webstore merchant has been suspended from trading for any other reason(s) which is against our guideline, rules and regulations, or any other reasons deemed reasonable by us.
- (c) the Webstore merchant has included any external URL or website which would re-direct to a different site other than Lelong.my.
- (d) the Webstore merchant's payment does not go through Netpay payment service.
- (e) The Merchant mislead or impersonate messages/text or manipulate to promote sale, mislead product posting title, or the "number of items sold".

#### **Additional Terms.**

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to specific services offered on the Site, and will be updated regularly.

- a) Privacy Policy (<http://www.lelong.com.my/Auc/help/privacypolicy.asp>)
- b) Posting Policy (<http://bbs.lelong.com.my/bbs/showthread.php?t=198>)

#### **Shipping.**

It is compulsory for the Merchant to update all paid orders with valid shipping tracking details (courier tracking code) within three (3) days the order is paid, or within the days as described in the listing. Orders without valid shipping tracking updated will not be processed for settlement. The Merchant is responsible to bear the cost of all courier services, shipping charges, merchandise taxes and duty charges, unless stated otherwise in the product listing page.

#### **Privacy.**

We do not sell your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and your information is one of our most important assets, and our member's confidentiality is important to us. We store and process your information on computers located in Malaysia that are protected by physical as well as technological security devices by our service providers. If you object to your information being transferred or used in this way please do not use our services. The new Ecommerce Regulation requires that any online marketplace operators such as Lelong.my to have the full details of the merchants with supporting documents such as MyKad and Passport, business registration documents, bill statement etc. We are required to have your details such as your full name, or business name, registration and valid contact details to be published on the posting page or profile page. (URL: <http://bbs.lelong.com.my/bbs/showthread.php?t=38224>) Lelong.my can (and you authorize us to) disclose your login User ID, full name, billing and shipping address, MyKad and Passport details, phone numbers, email addresses, bank account and payment details, and company registration details, to authorities and rights owner as we in our sole discretion believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

#### **Promotional and Marketing.**

From time to time, Lelong.my has the rights to send you advertisements, promotional and marketing materials. The materials may come from us or from 3<sup>rd</sup> parties. Lelong.my has the rights to use any of your product pictures in Lelong.my, marketing campaigns, newsletters, Lelong.my's mobile apps for any promotional campaigns. Lelong.my will notify the Webstore merchant for such request prior to approval.

**No Agency.**

You and Lelong.my are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

**Your Conduct.**

You are solely responsible for the contents of your actions through this web-site. You must ensure that your participation in the selling or buying of items does not violate any applicable laws or regulations. By this we mean that you must check that you are entitled to sell or buy the relevant item and that you are not prohibited from doing so by any law or regulation.

You must not transmit through the service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material. You must also not transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation.

If you receive one or more bids above your stated reserve price, you are then obligated to complete the transaction. You may not use an alias or agent to place bids to make your auction a hot auction.

While using Lelong.my sites, services and tools, you will not:

- post content or items in inappropriate categories or areas on our sites and services;
- Infringe on any copyrights or intellectual property rights;
- violate any laws, third party rights or our policies;
- use our sites, services or tools if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our sites, services, or tools;
- fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot reach the buyer;
- manipulate the price of any item or interfere with other users' listings;
- circumvent or manipulate our fee structure, the billing process, or fees owed to Lelong.my;
- post false, inaccurate, misleading, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the sites or using it for purposes unrelated to Lelong.my);
- circumvent any Lelong.my policy or determinations about your account status such as temporary or indefinite suspensions or other account holds, limitations or restrictions; transfer your Lelong.my account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes via sms, PM and email;
- distribute viruses or any other technologies that may harm Lelong.my, or the interests or property of Lelong.my users;
- copy, modify, or distribute rights or content from the Lelong.my sites, services, or tools or Lelong.my copyrights and trademarks; or
- harvest or collect information about users, including user ID and email addresses without their consent.
- contact customers to request they pay you via means other than the supported Netpay payment services. Providing customers with bank account details which is other than the registered bank details as in your Lelong.my Webstore and Netpay account will lead to your Webstore being suspended and terminated.
- Log in, or attempt to log in, to a Webstore which is not maintained by you.

**Hold.**

To protect against any risk of liability, Lelong.my may request, and may continue to request, that Netpay payment services hold the merchant's funds available in the NetPay account. The hold can base on certain factors, including, but not limited to, merchant's selling history, merchant's performance, risk factors, delivery factors, products or the filing of Lelong.my Buyer Protection Program (BPP).

**Registration and Password.**

Your password is the key to your account. Use unique numbers or letters and do not disclose your Webstore password to anyone. If you do share your password or your personal information with others, remember that you are responsible for all actions taken in the name of your account. If you lose control of your password, you may lose substantial control over your personal information and your Webstore account, and may be subject to legally binding actions taken on your behalf. You agree to immediately notify us if your password has been compromised for any reason or any unauthorized use or your registration, user account or password.

**Disclaimers.**

The Lelong.my Webstore Merchant is solely responsible for the content and everything else contained in their own webstore and listings. The merchant may be held legally liable for the contents of their own site should the content contain any defamatory comments or material protected by copyright, trademark, patent or trade secret or other laws without the permission of the author or owner. Lelong.my is not responsible for the delivery or the quality of any goods and product, or services sold or advertised through the Lelong.my. The content(s) (text, graphics and images) appearing on Lelong.my website may include technical and colour inaccuracies, typographical

errors and out-of-date information; therefore you expressly assume all risk for such use of Lelong.my.

**Release.**

Because Lelong.my is a portal, in the event that you have a dispute with one or more users, you release Lelong.my (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, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**General.**

This Agreement shall be governed in all respects by the laws of Malaysia. As such, laws are applied to agreements entered into and performed entirely within Malaysia and between Malaysian residents. Both parties submit to jurisdiction in Malaysia and further agree that any cause of action arising under this Agreement shall be brought exclusively to a court in Malaysia. Lelong.my does not guarantee continuous, uninterrupted or secure access to our services, and the operation of our site may be interfered with/by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only, and in no way define, limit, construe or describe the scope or extent of such sections. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Webstore Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

### **International Merchant Agreement.**

Lelong.my and Merchant hereby agree that the following terms and conditions apply to the services specified herein and in any Exhibit(s) or Amendments(s) attached hereto, or as may be mutually agreed upon in writing at some future date. This Agreement shall not be effective until executed by the Merchant and accepted by Lelong.my. This Agreement will be binding upon the successors and assignees of the parties.

### **Services to be provided by the Merchant and Lelong.my**

1. Lelong.my shall perform the Services for the prices described as attached in Exhibit A. Lelong.my reserves the right to pass on any price increases to the Merchant including but not limited to Webstore fees, product feature fees, marketing fees, and billing and collection fees.
2. The Merchant agrees to provide the services specified as attached in Exhibit B, and Lelong.my agrees to provide the services specified as attached in Exhibit C.

### **Payment Terms.**

1. The Merchant shall pay the stipulated amount for the Webstore fee to Lelong.my in Exhibit A.
2. For Merchant: Merchant agrees that all purchases in Lelong.my shall be made through Lelong payment service, there will have a transaction fee charge to the Merchant, as in Exhibit E.
3. For Lelong.my: Payment to the Merchant shall be made twenty one (21) days, made through bank transfer. Payment shall be made in RM (Ringgit Malaysia). Settlement fee Ringgit Malaysia Fifty Five (RM55.00) will be charged to the Merchant. All purchases made in Lelong.my to Merchant shall be made only with Netpay payment service. All payments shall be made in Ringgit Malaysia (RM).
4. The Merchant agree to that the payment settlement period is fixed on every Wednesday of the week.
5. The settlement will be available for payout from the shipment update date. The merchant are required to update the shipment details for all the transactions orders.
6. The payout will be reimbursed via direct bank transfer into merchant's dedicated bank account. The floating period of such transfer is 1-3 working days, and subject to the bank account used by the merchant.
7. The Merchant is fully responsible on any dispute and/or discrepancy of payment to be found from time to time. If the merchant chargeback level exceeds 1% for consecutive 3-months, the merchant account will be terminated automatically.
8. The Merchant shall pay the stipulated amount for payment service fee as in Exhibit E.
9. The Merchant can use the credit from the settlement account to pay for services use as in Exhibit D.
10. Sellers must initiate refund through Netpay payment services.

### **Duration of Agreement.**

1. Lelong.my shall issue in writing to the Merchant on the "effective date" of this Agreement. This Agreement shall commence for the duration of one (1) year from the effective date unless terminated by either Party in accordance with the Clause the termination clause herein.
2. Either Party may elect to renew the Agreement by giving two (2) months' notice in writing before the expiry of the Agreement subject to such modifications or amendments as the Parties may agree in writing but otherwise on the same terms and conditions as contained in this Agreement.

### **GST (Goods and Service Tax Act 2014).**

#### **1. GST Definition**

GST means GST within the meaning of the Good and Service Tax Act 2014.

2. Amount otherwise payable does not include GST.

Unless expressly stated otherwise, all fees or other sums payable or any other consideration provided, under or in connection with this Agreement, are GST exclusive.

#### **3. Liability to pay GST.**

3.1 Subject to Clause 3, and without prejudice to any provision herein, the Lelong.my shall be liable for any goods and services tax payable in connection with or arising out of this Agreement or services in connection therewith.

3.2 If the Merchant is liable for GST as contemplated in Clause 3.1 above then the Merchant shall:-

- i. provide to Lelong.my information that may be reasonably required to establish its liability for GST; and
- ii. do such things and provide such information and documents as may reasonably be required by the Lelong.my to enable the Lelong.my to claim input tax credit under the GST law at least fourteen (14) days before the due date for payment.

3.3 Where a taxable supply has been made and consideration charged but the applicable GST has not been charged but the applicable GST has not been charged, the increase in the consideration required in Clause 3.1 above shall be paid by the Lelong.my upon the provision of a tax invoice by the Merchant in accordance with the GST law.

**Tax Invoice.**

1. Each Party warrants that it is, and will remain at all times relevant to this Agreement, registered for GST.
2. The Merchant's right to payment under GST Clause 3.1 is subject to a valid tax invoice being delivered to the Lelong.my. No payment made under this Agreement until a valid GST tax invoice for the amount is received by the Lelong.my.
3. Where applicable, the Merchant shall have the right to issue a self-billed invoice as approved by Malaysian Royal Customs with respect to the payment of reload commission, within the agreed stipulated billing cycle.
4. The Merchant is responsible to provide buyers with valid Tax Invoice for the purchases.

**The Merchant as the purchaser (where applicable).**

1. All consideration payable under this Agreement are inclusive of GST, any applicable purchase tax, import duties and levies and other fees costs and expenses (including but not limited to transportation and delivery charges to the specified site within the location(s). Where GST is payable, the Lelong.my shall:
  - a) provide to the Merchant the information that may be reasonably required to establish its liability for GST; and
  - b) do such things and provide all such information and documents (including but not limited to a valid GST invoice) as may reasonably be required by the Merchant to enable the Merchant to claim an input tax credit under the GST law at least fourteen (14) days before the due date for payment to the Lelong.my.

**Termination.**

1. Lelong.my may terminate this Agreement if:-
  - a) Merchant significantly changes the scope of the API / program / application without prior written consent to Lelong.my.
  - b) The Merchant fail to update the valid shipping tracking (courier tracking code) within three (3) days the order is paid.
2. Either Party may terminate this Agreement without assigning any reason by giving the other Party thirty (30) days notice in writing.
3. Either Party may terminate this Agreement by giving not less than thirty (30) days prior written notice of termination to the other Party if the other Party breaches a material term of this Agreement and/or commits a material breach of any of the terms of this Agreement, and the specified breach is incurable, remains uncured at the end of the thirty (30) days following notice of such breach.
4. In any case of termination, Merchant must fulfill all pending orders, either deliver or refund
5. Termination of this Agreement shall not affect the accrued rights and obligations of the Parties under the Agreement in effect at the time of the receipt of the notice of termination.

**Miscellaneous.**

1. Merchant acknowledges and agrees that it is entering into the Agreement based upon its own independent decision and investigation.
2. Severability: If any portion of this Merchant Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. The parties further agree that in the event such invalid or unenforceable portion is an essential part if this Agreement, they will immediately begin negotiations for a replacement.
3. Modification and Waiver: This Merchant Agreement shall not be modified, altered, changed or amended in any respect, except where initialed and agreed by both Lelong.my and the Merchant.
4. Lelong.my reserves the rights to review and use any product pictures provided by the Merchant in any marketing campaign(s), newsletters and other related promotions.
5. The Merchant is obligated to keep update of the stock availability for the listings and inform Lelong.my in advance for out of stock or discontinued merchandise.

**Exhibit A.**

1. The Merchant agrees to pay Lelong.my the following amounts upon execution of this agreement.

Lelong.my Webstore Fee (Non-Malaysian business owner)	USD 350 per annum ** Special promotion – free for 2 <sup>nd</sup> year subscription
Settlement charges for TT Transfer	RM 55.00 per transfer

\* It will be TT to your country bank account number.

\*\* The Webstore Fee is inclusive the GST

2. The Merchant agrees to pay Lelong.my the following on a per transaction basis:

**Lelong.my Transaction Fee**

Lelong.my Transaction Fee is charge on product selling price upon successful transaction.  Please refer to the following URL	<a href="http://www.lelong.com.my/Webstore/TransactionFee/">www.lelong.com.my/Webstore/TransactionFee/</a>
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**Netpay Finance Charges**

Netpay Payment Service Finance Charges is charge on product selling price including shipping fee	2.0% (Internet Banking & Credit Card) Or RM 0.50 whichever higher
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*Example: (Product Selling Price + Shipping Fee) x 2% = Netpay Finance Charges*

3. Deposit

Deposit	RM 1,200 (waived)
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4. Lelong.my's Customer Return Handling Fee

Customer Return Handling Fee (per package)	RM 2.00
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5. Malaysia Goods and Services Tax (GST)

Malaysia Goods and Services Tax (GST) is charge on Lelong.my Transaction Fee, NetPay Finance Charges, Settlement charges (TT) and any other services charged by Interbase Resources Sdn Bhd	0%
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**Exhibit B.**

**DESCRIPTION OF SERVICES**

The Merchant will provide the following services:

1. Packing of the items and products.
2. Arranging shipment deliveries to buyers.
3. Updating valid shipping tracking details for buyers through Lelong.my system.
4. API (Application Programming Interface) posting.
5. Provide merchandise related materials in English to Lelong.my such as updates, contents, and pictures.
6. Provide Lelong.my with recommended retail price for each merchandise.
7. The merchant is required process refunds to the buyers through Netpay payment service.

**Exhibit C.**

**DESCRIPTION OF SERVICES**

Lelong.my will agree to provide the following services:

1. Marketing of products and listings (where applicable)
2. Payment processing through Netpay payment service.

**Exhibit D.**

The merchant agree to the credit facilities from Lelong.my. The credit facilities which are available from the settlement amount shall be used for the following services below:

1. Webstore renewal fees.
2. Lelong.my transactions fees.
3. Featured category, featured main page, premium feature.

**Exhibit E.**

Payment services fee structure:

No.		Indicative Fees
1	Netpay Finance Charges • Internet Banking • Credit Card	2.00%
2	Minimum Transaction Fee	RM0.50
3	Netpay refund Processing Fee	RM0.00
4	Settlement Fee	RM55.00
5	GST charges on Finance Charges & Settlement Fee	0%



This agreement special conditions are entered on:

Webstore activation date:	/ /
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By and between Interbase Resources Sdn. Bhd. (Reg no: 465435-U) 6th Floor, Tower 1 @ Puchong Financial Corporate Center (PFCC), Jalan Puteri 1/2, Bandar Puteri, 47100 Puchong, Selangor, Malaysia (“Lelong.my”) and the Merchant below:

<b><u>Merchant Information (Owner / Director)</u></b>			
Lelong.my ID:		Email:	
Owner Full Name:			
Passport No.:			
Telephone No.:		Fax:	
Address:			
City:		Postal Code:	
State:		Country:	
Type of Business:	Sole Proprietor / Individual / Partnership / Sdn Bhd / Bhd		
Product Category:		Description of Product:	
Company Name:			
Company Reg. Number:		GST Number (if applicable):	
Company Address:			
City:		Postal Code:	
State:		Country:	
Signature:	Company Stamp:		

<b><u>Company Bank Account Details:</u></b>			
Account Holder Name:			
Bank Account No:			
Bank Name:			
Bank Branch:		Swift Code:	
Bank Address:			
City:		Postal Code:	
Country:			

<b><u>Contact Persons:</u></b>	
<b>Department:</b>	<b>Webstore Operations</b>
Full name:	
Email:	
Telephone:	
<b>Department:</b>	<b>Finance / Accounts</b>
Full name:	
Email:	
Telephone:	

<b><u>Attached Merchant Document Checklist</u></b>	
Copy of Any of the Board of Director's Latest Passport	[ ]
Latest Company Registration Form	[ ]
Latest Bank Statement Header / Bank Acknowledgement Letter (display Company Name & Acct Number)	[ ]
GST Number * (Custom Form) <i>*if applicable</i>	[ ]

<b><u>For Lelong.my Use Only:</u></b>			
Date:		Application Status:	
Executive Director Signature:		Notes:	