

The Services/Platform are made available by the Company to you at its sole and absolute discretion and by using the Services/Platform, you unconditionally acknowledge that you have read and fully understood the following terms and conditions and agree to be bound by these terms and conditions. The Company may at its sole discretion amend these terms and conditions from time to time as it deems necessary, and such amended terms and conditions shall take effect and be binding on you upon the Company having posted the same on the Website and/or the Application. Your continued access and/or use of the Services/Platform shall be understood and automatically deemed as an acknowledgement of and consent to be bound by any such amended or additional terms and conditions.

1. **DEFINITION AND INTERPRETATION**

Definition

1.1. Unless the context shall otherwise require, the following expressions wherever used in this Agreement, shall have the following meanings:-

Agreement	means this User Terms and Conditions including any code of conducts, directions and regulations issued by the Company;
Application	means the software application developed upon Gembox's instruction and named as "Gembox Pay" or such other name as may be determined by the Company from time to time and made available to be downloaded from the respective digital distribution platform including without limitation Google Play and iOS App Store;
Authority	means any governmental, semi or quasi-governmental and/or statutory or privatised departments, agencies or bodies and includes without limitation to all privatised corporations or bodies and persons authorised to act on its behalf;
Balance	means the remaining monetary value left in the User Account at any specific material time which may be utilised by the User at any given time via the Application, subject to the Maximum Value, for the purposes of the Purchases and/or to undertake such other transactions which may be stipulated by the Company from time to time;
Company	means GB Platform Sdn Bhd [201901044989 (1354319-M)];
Goods and/or Services	means the goods and/or services offered by the Merchant through the Platform to be purchased by the User via the Application;
Intellectual Property Rights	means all of the following: (a) trademarks, service marks, logos or trade names, whether registered or unregistered, together with the goodwill associated with any of the foregoing, and all registrations, renewals and applications for registration thereof; (b) those rights existing under the copyright laws for those works subject to the copyright laws and copyright registrations and applications for registration thereof, including all renewals and extensions thereof; (c) rights in trade secrets, confidential business information and other proprietary information (including concepts, ideas, designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, models, tools, algorithms, software architectures, methods, know-how, technical data and databases, discoveries, inventions, research and development, formulas, modifications, extensions, improvements and other proprietary content; (d) rights in computer software programs, including but not limited to application software, system software, firmware, middleware and mobile digital applications, including all source code, object code, and documentation related thereto, in any and all forms and media; (e) rights in domain names, domain name registrations and web pages; and (f) all other intellectual property rights in any and all jurisdictions throughout the world.
Gembox	means Gembox Berhad (1328996-M) and its affiliates including the Company;
Marketplace	means the night market known as Gembox @ Nilai located at PT3374, Persiaran Pusat Bandar, Bandar Baru Nilai, 71800 Nilai, Negeri Sembilan, where the Purchases and Transactions take place;
Maximum Value	means the maximum monetary value that can be loaded/stored into the User's Account at any point of time more particularly described in Clause 3.17. The Company reserves the right to revise the Maximum Value from time to time;
Merchant	means the participating Merchant as designated by Gembox in the Marketplace to sell Goods and/or Services through the Platform;
Website	means the website set up as part of the Platform managed by the Gembox that provides an online selling platform for listing and publishing of the Goods and/or Services of the Merchant;
Platform	means the infrastructure as described in Clause 4.
Purchases	means the purchase of any Goods and/or Services by the User from the Merchant in the Marketplace;

Services	means the access to the Platform granted to the User which enables the User to perform the Purchases via the Application;
Term	means the term of this Agreement as approved by the Company;
Terms and Conditions	means these terms and conditions for the Services as may be varied or modified from time to time at the Company's sole discretion;
Transactions	means the provision of Goods and/or Services in the Marketplace by the Merchant to the User;
Transfer	means the transfer of monetary value from one user account to another user account subject to the approval of the Company;
Total Invoice Value	means the total amount stated in the invoice given to the User as consideration for any Transactions, after deduction for any discounts and rebates and after addition of the taxes (where applicable);
Top Up	means when a User increases the Balance by loading value into the User Account via the methods as described herein subject to the Maximum Value;
User	means any natural person/individual who has been accepted by the Company as an eligible customer of the Marketplace to hold a valid user account for the purposes of the Purchases via the Platform and makes payment for the same using the Application;
User Account	means the User's account containing particulars including the User's identity, User ID, record of Purchases and Balance.

Interpretation

- 1.2. In this Agreement, unless the context otherwise requires:
- (a) reference to any legislation or provisions shall include any statutory modification and re-enactment of any legislative provisions substituted for and all legislation and statutory instruments issued by such legislation or provisions;
 - (b) references to any document or agreement in this Agreement (including the Agreement) shall be deemed to include references to such document or agreement as may be amended, novated, supplemented, varied or replaced from time to time;
 - (c) references to clauses shall be read in the case of sub-clauses, paragraph and sub-paragraph as being reference to sub-clauses, paragraph and sub-paragraph in this Agreement as may be appropriate;
 - (d) references to any Party to this Agreement or any other document or agreement shall include its successor-in title or permitted assigns;
 - (e) heading to clauses are for convenience only and shall not affect the interpretation thereof;
 - (f) words denoting the singular number shall include the plural and vice versa;
 - (g) words denoting individuals shall include corporations and vice versa;
 - (h) words denoting a gender shall include all genders;
 - (i) the recitals and/or schedules attached hereto shall be construed as essential part of this Agreement; and
 - (j) no rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Party having control and/or being responsible for the preparation of this Agreement.

2. TERM

The Terms and Conditions shall take effect upon approval of successful registration of User Account via the Application or activation of the use of the Services and shall continue to bind the User notwithstanding the termination of the User Account until the Company's rights to claim against the User shall have lapsed and/or expired under the laws.

3. REGISTRATION OF USER ACCOUNT

The User's registration of an account via the Application is approved subject to the User's agreement and compliance with Terms and Conditions herein.

User Registration/Eligibility

- 3.1. The User's right to use the Services is subject to the terms and conditions herein:-
- a) successful registration of a User Account;
 - b) the User's agreement to the Terms and Conditions which may be amended from time to time; and
 - c) the User's compliance and agreement to be bound by any and all terms and conditions and code of conduct regulating the Platform.
- 3.2. In order to use the Services, User is required to create and register a user account on the Application for User to use the Services, and provide the information as requested by the Company.
- 3.3. The registration and activation of the User Account is at the Company's sole and absolute discretion.
- 3.4. User may only use the Services upon the User Account has been activated. Once the User Account has been activated, the use of the Application and the Services by the User shall be strictly in accordance with these Terms and Conditions.
- 3.5. User is eligible to apply for registration of the User Account only at any one time and the Company reserves the right to reject multiple applications by the User. The User will be required to set a login username and password and User must not disclose the login username and password to anyone and must take all steps to prevent its disclosure as the Company is not liable for any disclosure of the User Account by the User to any third party, whether directly or indirectly.
- 3.6. Where applicable, the Company reserves the right to suspend or protect User Account from being assessed if the Company has reasonable ground to believe that the User Account is at the stake of exposure.

- 3.7. The opening and registering of the User Account by the User is free from any charges. There are no charges levied by the Company on usage of the Platform and/or the Application for the Purchases by the User. The Company however reserves its rights to impose and/or collect any charges, fees or payment from the User as it deems fit, if any.
- 3.8. For the avoidance of doubt, the User Account shall not be transferable and/or be assigned to any third party without the Company's approval in writing.

User Account

- 3.9. The purpose of opening and registering of a User Account by the User is to enable transaction of all Purchases made by the User in the Marketplace.
- 3.10. Payment for any and all Purchases are to be paid directly to the Company where the User is entitled to receive the relevant Goods and/or Services from the respective Merchants upon notification of successful Transactions.
- 3.11. User shall reload a monetary value to User Account as pre-payment for any future Purchases at the Marketplace. No refund of any monetary value in the User Account shall be made unless as otherwise stated herein.
- 3.12. The Total Invoice Value for each Purchase will be deducted from the Balance once the Transaction is confirmed by the User.
- 3.13. In the event the Balance shall become insufficient to account for any Purchase confirmed by the User, the Transaction will be rejected by the Company and the Balance will be credited back into the User Account and the User shall not be entitled to receive the Goods and/or Services involved in the Purchases until and unless the Transaction becomes successful.
- 3.14. The Purchases will be paid by the Company at such rate and/or amount as may be agreed between the Company and the Merchants which may vary among the Merchants.
- 3.15. No credit card, credit line, overdraft protection or deposit account shall be directly associated with the User Account except for the purpose of Loading Value in the User Account.

Loading value in the User Account

- 3.16. The User may load value into the User Account by using cash, credit card and/or debit card any time when the Balance in the User Account fall below the Maximum Value.
- 3.17. The minimum value that shall be loaded into the User Account is RM20.00 and each amount to be loaded must be in the denomination of RM10.
- 3.18. The Maximum Value permissible in the User Account at any time is RM1, 500.00 and no Purchases by the User may exceed this amount.
- 3.19. For the avoidance of doubt, the Company may from time to time impose a change in the Maximum Value provided that such change is in conformity with all applicable laws of Malaysia.
- 3.20. .
- 3.21. The Company may at its sole and absolute discretion reject the User's request to load value into the User Account for any reason whatsoever, including without limitation, where the User's intended Top Up of the value would cause the amount in the User Account/Balance held by the User to exceed the Maximum Value.
- 3.22. No interest, earnings whatsoever can be accrued, paid or credited to the Balance.
- 3.23. User may check the Balance in the User Account via the Application. The Balance set out in the Application shall serve as a conclusive evidence of the balance of the monetary value useable for any Purchases through the Platform.

4. SERVICES/PLATFORM

- 4.1. The features of the Platform include:-
- a) the Marketplace where the Transactions and Purchases take place;
 - b) the processing of the Top Up and payment of the Purchases by the User according to the method determined by the Company; and
 - c) the listing and publishing of the Goods and/or Services of the Merchant on the Application and/or Website for the purpose of e-commerce, if applicable.
- 4.2. The User agrees that all payment for each successful Transaction recorded through the Application shall be made by the Company subject to the Terms and Conditions herein AND:-
- a) under no circumstances the Company shall be deemed as a seller, purchaser, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent of the Merchant and/or the Merchant's Goods and/or Services;
 - b) the Company makes no representations or warranties and does not ensure the quality, safety and/or legality of any Merchant's Goods and/or Services and the Merchant does not have any right whatsoever to make any representations and/or warranties on behalf of the Company; and
 - c) that the Company is not responsible to ensure the completion of any Purchase or Transaction.
- 4.3. The User understands and agrees that the Platform and/or the Services is made available and/or provided by reasonable efforts only where the Company may carry out changes to the Platform and/or the Services or suspend the Platform and/or the Services without prior notice. The User expressly agree that it has no right to claim for any losses and/or damages from the Company in the event of any termination, suspension and/or changes implemented in relation to the Platform and/or the Services.

Permissible use

- 4.4. The User's use of the Platform and/or the Application and User's information transmitted in connection with the Application is limited to the purpose expressly authorised by the Terms and Conditions binding upon the User.
- 4.5. The Company grants to the User a revocable, non-exclusive, non-assignable and non-sublicensable license to install and use the Application on the User's mobile device for User's access and use of the Platform/Services, subject to these Terms and Conditions.
- 4.6. In User's use of the Services, User hereby agree that it shall not:-
- a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application in any way;
 - b) modify, adapt, reverse engineer, decompile, disassemble, translate the Application or create derivative works based on the Application;

- c) in any way (i) interrupt the normal performance/operation of the Application, or use any methods to export or modify the source code of the Application and/or the Website; (ii) cause or facilitate unauthorised access to or deny authorised access to, any software, hardware, network, services, systems or data;
 - d) upload or disseminate any kinds of computer viruses, worms, trojans, or malicious codes;
 - e) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such material or information;
 - f) post, distribute or reproduce any information or material on the Application and/or the Website which is offensive, defamatory, libelous, vexatious, obscene, threatening or which is otherwise unlawful;
 - g) violate these Terms and Conditions; or
 - h) engage in any unlawful or illegal activity which is in contravention of any applicable laws and regulations.
- 4.7. Other than the license to use the Application granted in Clause 4.5, no other license or right is hereby granted to the User.
- 4.8. The Company reserves the right, in its sole discretion, to terminate any license to use, or to initiate legal action with respect to the use of the Services and/or the Application, that the Company reasonably believes is or might be in violation of the Terms and Conditions.

5. USE OF SERVICES

- 5.1. The Services may allow User to purchase Goods and/or Services from the Merchants through the Platform. Any transactions entered into between User and Merchant in respect of the purchase of Goods and/or Services shall also be subject to any terms and conditions which may be stipulated by the Merchants. To the extent permitted by law, any such transactions are entered into between the Merchant and the User to the exclusion of the Gembox at the Users' own risk and Users acknowledge and agree that the Gembox shall not take any responsibility and/or liability for the Goods and/or Services offered by the Merchants to Users including but not limited to the delivery, quality (including any defects or deficiency in the Goods and/or Services), safety or the fitness for purpose of the Goods and/or Services purchased by Users from the Merchants. The Company shall not be responsible for the refusal of any Merchant to honour or accept the Purchases or deduction from the Balance made through the use of the Services. Users further acknowledge and agree that Users shall not initiate any legal proceedings against the Company for any claim Users may have against the Merchants.
- 5.2. In using the Application and/or the Services:
- a) Users authorise the deposit of monetary value into the User Account and deduction of the monetary value from the Balance upon notification of successful Transaction;
 - b) Users' use of the Services is subject to the Maximum Value applicable to the User Account. This qualification includes but is not limited to the User being restricted and/or prohibited from perform a cash transaction or receiving a Transfer whereby the total amount or monetary value in the User Account will exceed the Maximum Value; and
 - c) Users are to ensure that there is sufficient available Balance in the User Account before using the Services or perform any Purchases to cover the Total Invoice Value, failing which the Company reserves the right to block, reject or decline the Transaction to be transacted through the User Account via the Application;
- 5.3. The Company does not make any warranty, representation and/or undertaking (expressly, impliedly or otherwise) that the Application and any subsequent revisions, modifications, updates, upgrades or versions is and would be compatible with the Users' mobile device. It is the responsibility of the User to ensure that the Application is and will be compatible with the mobile device at all times and Users acknowledge and agree that the Company shall not be liable in any manner whatsoever for any liability, loss, damages, cost and expense suffered and/or incurred by the Users due to the Application being incompatible with the Users' mobile device. The Company reserves the right not to permit User to use the Services or access to the Application should User use the Application with an incompatible or unauthorized device or for purposes other than which the Application is intended to be used.
- 5.4. Users shall be solely responsible and liable for any use and misuse of the User Account and all activities that occur under the User Account in respect of use of the Services by the User.
- 5.5. Notwithstanding anything to the contrary, if any information provided by the User is untrue, inaccurate, not current or incomplete, the Company has the right to immediately terminate the User Account and refuse any and all current or future use of the Services or access to the Application.
- 5.6. During use of the Services, User may enter into correspondence with, purchase Goods and/or Services from, or participate in promotions of Merchants through the Services, the Website and/or the Application. Any such activity(ies), and any terms, conditions, warranties or representations associated with such activity(s), are solely between the Users and the Merchants.
- 5.7. The Company and its affiliates and licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between Users and the Merchants.

6. CONFIRMATION OF PURCHASE

- 6.1. The Transaction of each Purchase shall be conclusive and become non-refundable upon the User's confirmation, unless otherwise confirmed in writing in the Application.
- 6.2. The invoice for each Purchase shall be issued by the Merchant (not the Company) to the User upon each successful Transaction and the Company is not liable to give any invoice and/or itemised statement to the User for any Purchases.
- 6.3. The Balance of the User Account is accessible by the User through the Application and the User is solely responsible to keep all invoices/receipts and to check the User Account to ensure that the Balance is accurate.
- 6.4. The confirmation of any Purchase through the prescribed method shall be binding upon the User, regardless of whether such information, instruction and/or confirmation was issued by the User or a third party, authorised and/or unauthorised.
- 6.5. User is fully and solely responsible for the security of the User Account, including any unauthorised access to the User Account and/or any unauthorised Transactions.
- 6.6. The Company shall not be liable to refund any payment for any unauthorised Transaction.
- 6.7. The User shall frequently monitor the accuracy and correctness of all records and/or transaction in connection with the User Account including without limitation to the Balance in the Account.
- 6.8. The User is fully and solely liable to monitor the Balance in the User Account. Any error or discrepancy in the Balance shall be informed to the Company within seven (7) days from the successful Transaction, failing which the User shall be deemed to have accepted the accuracy of the Balance.
- 6.9. The Company shall be entitled to take any and all action to adjust the Balance in the User Account.

- 6.10. Notwithstanding anything to the contrary, the Company reserve the right to block or decline any Transaction or Purchase at the sole and absolute discretion of the Company without assigning any reason thereto.

7. COVENANTS, REPRESENTATIONS & WARRANTIES OF USERS

- 7.1. The User hereby covenants, represents and warrants that:-
- a) it shall observe the guidelines, procedure applicable upon the use of Platform and/or the Application from time to time;
 - b) it shall keep its personal information, password for the User Account confidential at all times and shall take all steps to prevent the disclosure of the same;
 - c) it shall ensure that all information and data provided to the Company including personal data are true, accurate, updated and complete at the time of provision and shall promptly update such information and data if there are any changes to the same. The Company shall not be responsible and liable whatsoever and howsoever to the User due to any inaccurate or incomplete information and data provided to the Company;
 - d) it shall comply with all notice or instructions given by the Company from time to time in relation to the use of the Platform and/or the Application;
 - e) it shall be responsible for all equipment/device necessary to use the Platform and/or the Application, and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Platform and/or the Application;
 - f) it shall be fully responsible for any and all data, information, instructions and/or confirmation transmitted or broadcasted from its mobile device whether by the User or any other person whether authorised or otherwise. The Company shall deem that the Services have been accessed legitimately and any Transaction/Purchase made as a result of transmission of such data, information, instructions and/or confirmation are valid;
 - g) it shall comply with all applicable laws of Malaysia relating to the use of the Services and/or the Application which may be amended from time to time;
 - h) it shall take all reasonable steps to prevent fraudulent, improper or illegal use of the Services and/or the Application;
 - i) it shall cease to utilise the Services and/or the Application or any part thereof for such period as may be required by the Company;
 - j) it shall report immediately to the Company upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to the mobile device and its use. The User agree to lodge a police report whenever instructed by the Company and to give the Company a certified copy of such report;
 - k) it shall access the Application and/or use the Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services and/or the Application (including participate in any campaigns/ promotional activities initiated by the Company) in good faith;
 - l) it shall fully indemnify and shall keep the Company fully indemnified against any loss, damage, liability, cost or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever transmitted, received or stored via the Services or part thereof and for all other claims arising out of any act or omission of the User or any unauthorised use or exploitation of the Services/Application or part thereof.
 - m) it shall not use the Services and/or the Application to cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person;
 - n) it shall not copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer and/or otherwise make available any of the Services or any information obtained by the User while using the Services or while accessing the Application;
 - o) it shall not remove, change and/or obscure in any way anything on the Application and/or the Services or otherwise use any material obtained whilst using the Application and/or the Services except as set out in the Terms and Conditions;
 - p) it shall not copy or use any material from the Application and/or the Services for any commercial purpose, remove, obscure or change any copyright, trade mark or other intellectual property right notices contained in the original material, or from any material copied or printed off from the Application, or obtained as a result of the Services;
 - q) it shall not use any of the Company's trademarks, logo, URL or product name without the Company's express written consent;
 - r) it has the right, authority and capacity to use the Services and/or the Application and to abide by the Terms and Conditions;
 - s) it will only access the Services and/or the Application using authorised means. It is the responsibility of the User to check and ensure that User have downloaded the correct software for its mobile device.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All Intellectual Property Rights, whether registered or unregistered, in respect of the Platform and/or the Application, information content on the Platform and/or the Application and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain vested in the Company or where applicable, its affiliates or third party intellectual property owners. The entire contents of the Platform and/or the Application also are protected by copyright as a collective work under Malaysia copyright laws and international conventions.
- 8.2. No part or parts of the Platform and/or the Application may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment any intellectual property without the Company's prior written permission or that of the relevant intellectual property owners. No party accessing the Platform and/or the Application shall claim any right, title or interest therein.
- 8.3. Users are only allowed to use the Application and/or the Services as set out in the Terms and Conditions, and nothing on the Application and/or the Services shall be construed as conferring any license or other transfer of rights to the User of any intellectual property or other proprietary rights of the Company.

9. RIGHTS AND/OR LIABILITIES OF THE COMPANY

- 9.1. The Services is delivered to User on an "as is" basis and the Company makes no representations, warranties or guarantee as to the timeliness, efficiency, reliability, quality, suitability, accuracy or completeness of the Platform and/or the Application and does not warrant the compatibility of the Application with the User's mobile device.
- 9.2. The Services is also delivered to the User on an "as available" basis and the Company does not warrant the availability of the Services, through the use of the Services, the accuracy of the data or information provided as part of the Services.
- 9.3. The Company shall be entitled to the:-

- a) right to make any alteration or changes to the Platform and/or the Application, or suspend or terminate the Services without prior notice;
- b) right to vary, add to or otherwise amend the Terms and Conditions;
- 9.4. The Company disclaims all warranties, express or implied, written or oral, including but not limited to:-
 - a) any data stored through the Platform and/or the Application is secured and/or reliable;
 - b) the use of the Platform and/or the Application is secured, timely, uninterrupted or virus/malware/error-free or compatible with any other equipment, hardware, software, system or data;
 - c) the Platform and/or the Application will meet the User's expectations or the requirements;
 - d) any errors or defects in the Platform and/or Application will be rectified;
 - e) the Platform and/or the Application are free of harmful components.
- 9.5. The Company shall not be liable to the User to the fullest extent permissible by law and the User shall not be entitled to make any claim against the Company for any loss and/or damages of any nature as a result of :-
 - a) the disruption and/or suspension of the operation of the Platform and/or the Application;
 - b) any damage, injury or loss caused by other users or persons in the Marketplace;
 - c) any act or omission which the Company is entitled to do or may or not do under any terms and conditions; or
 - d) any breach of laws rules and regulations in respect of the Platform and/or the Marketplace by any User or the Company.
- 9.6. Unless otherwise notified by the User, the User shall agree that the Company may send User notifications relating to promotional and marketing activities from time to time. The User may opt out from receiving any promotional or marketing messages from the Company by unsubscribing via email or contact the Company in the manner prescribed by the Company.
- 9.7. The Company may run campaigns/contest or promotions in relation to the Services as may be notified to the User from time to time. The User agrees that its participation in such campaign/contest/promotion shall be subject to the specific terms conditions of such campaign/contest/promotion.
- 9.8. The Company shall not be liable for any damages including but not limited to indirect, accidental, special, exemplary, punitive or consequential damages, including loss of profits, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Application and/or the Services.
- 9.9. Notwithstanding anything to the contrary contained herein, the maximum liability of the Company shall not exceed an amount equivalent to the aggregate sum of the available Balance of the User Account at the date on which the User's claim arises.

10. DISPUTED TRANSACTION

- 10.1. The Company does not own, sell or resell any Goods and/or Services provided by the Merchant through the Platform.
- 10.2. The price offered for each Goods and/or Services are determined solely by the Merchant and the Merchant shall be solely liable for any warranty and/or the representation in relation to the Goods and/or Services provided to the User.
- 10.3. The Company does not make any representations, warranties whatsoever in respect of the Goods and/or Services being the subject matter of any Purchases, including without limitation its quality, fitness, merchantability, description and/or condition.
- 10.4. Save for any Transaction which has been expressed to be refundable, any dispute or request for refund by the User which arises from the Goods and/or Services provided by the Merchant shall be directed solely to the respective Merchant, subject to the Merchant's refund policy or any terms and condition, if any.
- 10.5. The Company shall not under any obligation or responsibility to investigate any disputed Transaction including but not limited to disputes over performance and liability issues relating to the delivery, quality, quantity or use of the Merchant's Goods and/or Services.

Error or Discrepancy in Transaction

- 10.6. If the Users wish to dispute any Transactions due to an error or discrepancy (other than a request for a refund), User must submit the dispute on the prescribed form together with the required documents and information to the Company within three (3) days from the date of the Transaction which is being disputed, failing which the User shall be deemed to have accepted the accuracy of such Transaction.
- 10.7. The Company will review the User's request upon receiving the User's request subject to the Users having provided the Company with all the required documents and information.
- 10.8. In the event that it is revealed in the course of the Company's investigation that the disputed Transaction was indeed made in error by the Company, the Company will refund the disputed sum by crediting such disputed sum into the User Account or in such other manner as determined by the Company.
- 10.9. User agrees and consents to the use by the Company and/or its employees, personnel and advisors of any information related to the User, the particulars of the disputed Transaction(s) or any particulars relating to the disputed Transaction(s) for the purpose of investigating any claim or dispute arising out of or in connection with the disputed Transaction(s) and that this consent shall survive the termination of the Services and/or this Agreement. The User further agree that in the event of a dispute or claim of any nature arising in respect of any Transaction(s), the records of the Transaction(s) generated by the Company shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim.

11. TERMINATION/DELETION OF ACCOUNT

- 11.1. The Company is entitled to suspend, terminate or delete the User Account and/or the Services, with or without any notification to the User in the following circumstances:-
 - a) any suspected illegality, fraud, criminality in the User Account and/or incidental to the User Account;
 - b) any breach of the Terms and Conditions;
 - c) any conduct prejudicial to the Company and/or Gembox or their interest;
 - d) any breach of laws, rules and regulations;
 - e) the User is being listed under any regulatory watch list;
 - f) any failure and/or refusal to provide any additional information as may be required by the Company and/or Gembox from time to time; or
 - g) any reasonable suspicion that any Transaction relating to the User Account via the Application and/or the Website is fraudulent or in error.
- 11.2. Without prejudice to Clause 11.1, the Company may, without any liability to the User, take the following action(s) as the Company deem necessary upon occurrence of any of the event(s) of default as stipulated in Clause 11.1:

- a) report any suspicious or illegal activity to the relevant authorities;
 - b) cancel or refuse any Purchases or Transactions;
 - c) withhold/forfeit/withdraw any monies/credit/reward which may release/have released to the User pursuant to any promotion campaigns/activities/refund process, if applicable; or
 - d) take further steps as the Company may deem necessary, including taking legal action against the User.
- 11.3. If the Company terminates or suspends the Services or any part thereof pursuant to Clause 11.1, the Company shall not be obliged to refund the available Balance (if any) in the User Account.
- 11.4. In the event the User Account and/or Services has been suspended and the User request for reactivation of the same, the Company may at its absolute discretion reactivate the User Account and/or Services subject to any requirements as may be determined by the Company. The User agrees that the Company shall not be liable to the User in relation to any inability of the User to access to the User Account and/or the Services or any part thereof.
- 11.5. The User shall not be entitled to claim any loss and damages, cost and expenses whatsoever from the Company as a result of the termination or suspension of the Services and/or the User Account,
- 11.6. Termination of the Services or this Agreement for any reason shall not release the User from any liability which, at the time of such termination, has already accrued to the Company or which is attributable to a period prior to such termination nor preclude the Company from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

Expiry

- 11.7. The User Account shall expire if the User does not access to the User Account for a period of exceeding 36 months and it will be automatically deactivated on expiry.
- 11.8. Any remaining Balance in the User Account will be forfeited upon deactivation and shall not be refunded in any event.
- 11.9. If the User account has been deactivated, User may write to the Company of its intention to reactivate the User Account. The Company may reactivate the User Account at its sole discretion and subject to the Company's prevailing policies and procedures provided always that such amount forfeited shall not be refunded.

12. REFUND OF BALANCE

- 12.1. The User may terminate the User Account by giving notice of termination through the Application only.
- 12.2. The User must ensure that the accurate bank account information is given to the Company for the purpose of the refund of any Balance left in the User Account.
- 12.3. In the event there is no available Balance whatsoever in the User Account, the User Account shall be terminated immediately upon the Company's receipt of the User's termination notice through the Application.
- 12.4. Upon the termination of the User Account, the Balance in the User Account will be refunded to the User after thirty (30) days from the date of termination of User Account if User has provided all the required documents and information to the Company.
- 12.5. All refunds will be made to a bank account with a Malaysian licensed financial institution in the name of the User only and not to any third-party accounts. Refunds will not be made in physical cash.
- 12.6. The Company may deduct an administrative fee to be determined by the Company (inclusive of taxes where applicable) from the Balance to process the refund.
- 12.7. If the User fail to provide the necessary bank account details for the refund and the Company is unable to contact the User, after a period of ninety (90) days from the date of termination of the User Account, the Company will forfeit the Balance in the User Account and the Company will not be liable to process any refund request after the ninety (90) days and the Company will not be liable to User for any compensation, loss or damage whatsoever.
- 12.8. The Company reserves the right to reject any refund under these Terms and Conditions if the Company determines in its sole and absolute discretion that there is an element of fraud, any breach of these Terms and Conditions by the User or suspicion that the refund request may be contrary to any law or regulation. The Company will not be liable to the User for any compensation, loss or damage whatsoever.

13. INDEMNITY

- 13.1. By agreeing to the Terms and Conditions upon using the Services and/or the Application, User agree that it shall defend, indemnify and hold the Company, its directors, agents, officers, affiliates, contractors, employees, successors and assigns harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with:-
- a) any act or omission of the User or any unauthorised use or exploitation of the Application and/or Services or any part thereof; or
 - b) User's breach or non-observance of any of the Terms and Conditions or any applicable law or regulation, whether or not referenced herein.
 - c) User's violation of any rights of any third party;

14. NOTICES

- 14.1. The Company may give notice by means of a general notice on the Application and/or the Website, or by electronic mail to User's email address in the records of the Company, or by written communication sent by registered mail or pre-paid post to User's address in the record of the Company. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email).
- 14.2. Any notice by the Company in relation to variation of the Terms and Conditions shall be deemed effectively served upon the User by publication on the Application and/or the Website or such medium which the Company may introduce from time to time.
- 14.3. User may give notice to the Company (such notice shall be deemed given when received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the Application and/or the Website.

15. PERSONAL DATA

- 15.1. User agrees that by using the Services/Platform, User is giving consent to the Company that the information collected by the Company from User will be used and/or disclosed in accordance to Personal Data Protection Act 2010 and the Company's privacy policy.
- 15.2. User further authorizes and gives consent to the Company to transfer information or personal data collected herein among Gembox, even if such affiliate of Gembox may be established or incorporated only after the entering of this Agreement.
- 15.3. User confirms that the personal data so provided by User to Company are true and correct and up to date.

16. FORCE MAJEURE

- 16.1. Without limiting the generality of any provision in these Terms and Conditions, the Company shall not be liable for any non-performance and/or delay in performance of its obligations herein (including but not limited to the non-availability and/or interruption in the Platform and/or the Application) caused by Force Majeure. For the purposes hereof, "Force Majeure" means any cause which is not within the control of the Company including but not limited to act of God, flood, natural disaster, landslides, mudslides, soil erosions, storm, fire, earthquakes, war, riot, civil commotion, natural catastrophe, industrial disputes of any kind, act of government, government restraint, expropriation, change of law, strike, lockouts, blockade, outbreaks and pandemics and the interruption or failure of utility service including but not limited to electric, power, gas, water or telecommunication services.
- 16.2. Notwithstanding Clause 16.1 above, User shall remain liable to pay all fees and charges which are outstanding and/or due and payable to the Company, if any.

17. GOVERNING LAWS

- 17.1. The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 17.2. The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in Malaysia for any proceedings in connection with this Agreement.

18. SEVERABILITY

- 18.1. In the event that any of the provision contained herein shall for any reason rendered invalid, illegal or unenforceable in any respect, such provision shall be deemed to be removed to the extent of such invalidity, illegality or unenforceability and shall not affect any other provision hereof and the Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been herein provided for which shall be enforced to the fullest extent of the law and effect or the Agreement shall be construed with provisions which come closest to expressing the intention of the invalid, illegal or unenforceable provision.

19. NO WAIVER

- 19.1. Any waiver of provision of the Terms and Conditions shall not be valid and binding unless made in writing by the Company.
- 19.2. Neither the Company's omission and/or delay in enforcing any provision of the Terms and Conditions nor the Company's acceptance of any payment or performance of obligation by the User shall operate as waiver of any rights and/or obligations or affect the Company's rights to enforce any rights and/or obligation pursuant to the Terms and Conditions.

20. ASSIGNMENT

- 20.1. This Agreement as constituted by the Terms and Conditions as modified from time to time shall not be assigned by the User without the prior written approval of the Company.
- 20.2. The Company may assign or novate these Terms and Conditions to any third party by written notice to User and User shall execute such documents as may be reasonably required to give effect to the assignment or novation.

21. TIME

- 21.1. Time whenever mentioned herein shall be of the essence of this Agreement.

22. BINDING EFFECT

- 22.1. The User's use of the Platform and/or the Application shall be construed as the User's acceptance of the Terms and Conditions and the same shall constitute legal, valid and binding obligations enforceable against the personal representatives, heirs, successor-in-title in of the User in accordance with the terms and condition provided herein.

23. AMENDMENT

- 23.1. The Company reserves the right to amend, modify, change, delete, add or vary the Terms and Conditions from time to time at its absolute and sole discretion by publication on the Application and/or the Website or any other manner as the Company deems fit.
- 23.2. User shall be deemed to have agreed and accepted such amendments or variations of Terms and Conditions without reservation if User continues to access and use the Services and/or the Application.

24. HEADINGS

The heading of clauses and/or paragraph in these Terms and Conditions are for the purpose of reference only and shall not be construed as restriction and/or limitation of the meaning and/or contents of any Terms and Conditions.