

## ACCESSTRADE TERMS OF SERVICE

This **ACCESSTRADE TERMS OF SERVICE** ("**TOS**") shall constitute the master terms of service to regulate the relationship between Interspace Digital Malaysia Sdn Bhd ("**Company**") and the Merchant as defined in Article 1 in connection with the affiliate marketing service provided by the Company ("**Services**"). If the Merchant acknowledges the provisions of the TOS and enters into an agreement with the Company ("**Agreement**"), the Merchant and the Company shall comply with the TOS based on the principle of faith and trust.

### Article 1. Definitions

The terms as used in the TOS shall have the following meanings:

- (1) "**Merchant**" shall mean a person or entity that applies for the Services pursuant to the manner designated by the Company and intends to lead Visitors to the Merchant Site by placing its own advertisements on the Partner Site.
- (2) "**Merchant Site**" shall mean a website operated and managed by the Merchant to provide its own goods or services.
- (3) "**Partner**" shall mean a person or entity that intends to receive advertisement fees through the Company by placing certain advertisements designated by the Merchant on the Partner's website in order to lead Visitors to the Merchant Site.
- (4) "**Partner Site**" shall mean a website operated and managed by a Partner that is registered by the Partner for the Services.
- (5) "**Visitors**" shall mean persons who will access the Partner Site and be transferred to the Merchant Site via a link activated by clicking on an advertisement placed by the Merchant on the Partner Site.
- (6) "**Affiliation**" shall mean an agreement between the Merchant and a Partner regarding the terms and conditions of the placement of advertisements in connection with the Services.
- (7) "**Management Screen**" shall mean a dedicated webpage to be provided by the Company to the Merchant in connection with the Services through which the Merchant can approve an Affiliation or a "result" arising from the placement of advertisements ("**Result**") or confirm the terms and conditions

of advertisement fees or the like.

## **Article 2. Services**

- 2.1 The Services shall be based on an affiliate marketing system under which: (i) the Merchant will acknowledge an Affiliation at its own discretion taking into consideration the suitability of the Merchant's goods / services, with a Partner who has applied for an Affiliation upon acknowledgement of the terms and conditions for advertisements established by the Merchant, and (ii) the Merchant will pay results-based advertisement fees to the Partner if a Visitor, among other things, signs up for, applies for and/or purchases the Merchant's goods or services via an advertisement placed on the affiliated Partner Site.
- 2.2 The Merchant may use the system on which the Services are operated provided by the Company.
- 2.3 The Merchant may receive referrals from the Company, of Partner Sites on which advertisements may be placed.
- 2.4 The Company shall provide the Merchant with the Management Screen on a website managed by the Company. On the Management Screen, the Merchant may, among other things, acknowledge the Affiliation of a Partner Site, confirm the settings for results-based fees, acknowledge Results, and access the statistical information regarding the effects of placement of advertisements.
- 2.5 The time from which the Company commences the provision of the Services shall be the time when, after receipt of an application form ("**Application Form**") or the Agreement is entered into, the Company acknowledges receipt of the fees to be paid by the Merchant as specified in Article 4 and the advertisement is transmitted to the Partner Site for the Services.

## **Article 3. Term of Agreement**

- 3.1 Unless otherwise stipulated in the Application Form, etc., the term of the Agreement between the Merchant and the Company shall be from the date on which the Company commences the provision of the Services to the last day of the 6<sup>th</sup> month thereafter (if the date on which the Company commences the provision of the Services is the 1<sup>st</sup> day of the month, the date on which the Company ends the provision of the Services shall be the last day of the 6<sup>th</sup> month thereafter. For clarification purpose, if the Company commences the provision of the Services on February 1, the date on which

the Company ends the provision of the Services shall be July 31 of the same year. Further, if the Company commences the provision of the Services on February 2, the date on which the Company ends the provision of the Services shall be August 31 of the same year).

- 3.2 Notwithstanding the provision of Article 3.1, if the Merchant fails to notify the Company by email of its intent to terminate the Agreement or not to extend the Agreement at least one (1) week before expiration of the current term of the Agreement, the Agreement shall be extended on the same terms and conditions, which provision shall also apply to the further extensions of the Agreement thereafter.
- 3.3 Notwithstanding the provision of Article 3.1, if the Merchant and the Company otherwise agree in the Application Form or an individual agreement (collectively "**Individual Agreement**"), the provisions thereof shall prevail.

**Article 4. Service Fees, etc.**

The fees for the Services shall be as stated below, which shall be subject to the payment terms contained in the Application Form:

(1)	Results-based advertisement fees:	The results-based advertisement fees shall consist of the following, which shall be specified in the Application Form: (i) Results-based fees payable to the Partner (" <b><u>Partner Results-based Fees</u></b> "); and (ii) Fees payable to the Company (" <b><u>Access Trade Fees</u></b> ")
(2)	Initial registration fee:	The initial registration fee shall be a fee required for use of the Services, which shall be paid upon the first invoice being issued after the commencement of the use of the Services together with any other fees, by wire transfer to a bank account designated by the Company. It is agreed that after registration, the initial registration fee shall not be refunded.
(3)	Deposit:	A deposit shall be funds deposited before the use of the Services and if there remain unpaid claims payable by the Merchant at the time of termination of the Agreement, such unpaid balance shall be deducted from the deposit, with the remaining amount to be

		returned to the Merchant, free of interest.
(4)	Monthly system usage fee:	The monthly system usage fee for the Services shall be payable pursuant to the provisions of the Application Form. The amount of the monthly system usage fee for a period of less than one month shall be calculated on a pro rata basis based on the actual number of days the Services are available for use.
(5)	Option usage fee:	The Merchant shall pay an option usage fee if the Merchant receives any optional services separately provided.

## **Article 5. Placement of Advertisements**

- 5.1 Before the commencement of the use of the Services, the Merchant shall provide the Company with information necessary to place the Merchant's advertisements, such as information regarding the Merchant, the Merchant Site, logo types, and explanatory statements.
- 5.2 The Merchant shall warrant to the Company that information such as logo types to be used in such advertisements shall not infringe upon a third-party's copyrights, trademark rights, right of portrait or other rights.

## **Article 6. Determination of Conditions for Placement of Advertisements**

- 6.1 On or before the date of the commencement of the use of the Services, the Merchant shall determine the Affiliation conditions for placement of advertisements, e.g., the details of the fees, the types of advertisement manuscripts, etc.
- 6.2 With respect to the Affiliation procedure, in the Item "Affiliation Management" on the Management Screen, the Merchant (or the Company if delegated by the Merchant) shall either approve or reject each Affiliation application submitted by a Partner.
- 6.3 In the Affiliation procedure stated in Article 6.2, if the Merchant withholds its determination to approve or reject a certain Affiliation application submitted by a Partner and the Merchant fails to make its determination to approve or reject such application within the column "deadline for the approval of an Affiliation application designated in the terms and conditions for Affiliation" contained in the Application Form, the Merchant hereby agrees that it has automatically deemed that the Affiliation application is approved.

## **Article 7. Determination of Results-based Fee Amount**

- 7.1 The Merchant shall check the Management Screen from time to time. On the Approval Screen for approval on the Management Screen, the Merchant (or the Company if delegated by the Merchant) shall approve or reject each Result arising from the placement of advertisements basically immediately after the Result arising from the placement of advertisements has taken place. The deadline for the approval of such Result shall be the date stated in the Application Form ("**Result Approval Deadline**"). Basically, if the Merchant (or the Company, if applicable) fails to make its determination to approve or reject such Result arising from the placement of advertisements before the Result Approval Deadline, the Merchant hereby agrees that it is automatically deemed that such Result arising from such placement of advertisements has been approved. If there arises any doubt regarding the Result arising from the placement of advertisements, such doubt shall be notified to the Company within one (1) week after the approval of the Result arising from the placement of advertisements has been given.
- 7.2 If such Result arising from the placement of advertisements is approved, the Merchant shall assume liability to pay to the Company the results-based advertisement fees, and after the Result arising from the placement of advertisement is approved, the Merchant basically shall not be allowed to cancel or withdraw its approval.
- 7.3 If the Merchant elects an option that a Result approval method is not required (*i.e.*, automatic approval of all applications), it is deemed that when each Result has arisen from the placement of advertisements, each Result arising from the placement of advertisements has been approved and finalized.

## **Article 8. Payment Terms**

- 8.1 The Company shall tally the amount of the monthly Results-based advertisement fees to be determined under Article 7, the monthly system usage fee and the option usage fee as of the last day of a month and shall invoice the amount to the Merchant on or before the fifth business day of the following month. The Merchant shall pay the invoiced amount by wire transfer to a bank account designated by the Company on or before the deadline separately provided in the Application Form, etc. It is agreed that any remittance charges shall be borne by the Merchant.
- 8.2 If the Merchant fails to timely make payment pursuant to the provision of Article 8.1, the Merchant shall pay a late payment interest of 1.5% calculated

on a daily basis on the unpaid balance from the date following the due date to full payment, in addition to the invoiced amount.

## **Article 9. Environmental Improvement**

The Company may request that the Merchant improves the environment related to the Merchant Site that may be required for the Services. The Merchant shall give its cooperation for that purpose in order to improve the Results arising from the placement of advertisements.

## **Article 10. Merchant's Obligations**

- 10.1 In order for the programs that operate the Services provided by the Company to duly operate, the Merchant shall manage the environment related to the Merchant Site with the due care of a good administrator and shall use its efforts not to cause any suspension or stoppage of the programs of the Services.
- 10.2 If the Merchant becomes unable to receive the provision of the Services or otherwise discovers any trouble, the Merchant shall immediately notify the Company thereof. If the cause of such trouble is imputable to the Merchant, the Merchant shall, at its own responsibility and expense (including an amount equivalent to the unpaid results-based advertisement fees), address such trouble.
- 10.3 The Merchant shall not enter into an advertisement placement agreement directly with a Partner and not through the Company using information disclosed based on the Management Screen, etc., in order to give a disadvantage to the Company and shall not make a solicitation therefor. The provision of this Article 10.3 shall remain effective for one (1) year after expiration or termination of the term of the Agreement provided that if any of the following applies to the relevant Partner, the above act shall be allowed after expiration of the term of the Agreement unless such act causes an undue disadvantage to the Company:
  - (1) The Partner has participated in the Services upon the referral of the Merchant; or
  - (2) The Partner has introduced the Services to the Merchant and has solicited the Merchant to participate in the Services.
- 10.4 If the Merchant enters into an advertisement placement agreement directly with a Partner in order to create a disadvantage to the Company and by

bypassing the affiliate program in breach of Article 10.3, the Merchant shall pay to the Company the amount of RM 50,000.00 as liquidated damages, which payment shall not preclude the Company's separate claim for damages.

- 10.5 If the Merchant desires to suspend the use of the Services for its own reason, the Merchant shall not be discharged from its obligations to pay the monthly system usage fee, results-based advertisement fees, and the option usage fee during the period of such suspension of use and shall not be entitled to claim a reduction thereof.

#### **Article 11. Management of the ID and Password**

- 11.1 The Merchant shall fully assume liability for the use and management of the ID and password issued by the Company.
- 11.2 The Merchant shall not have a third-party use the ID and/or password and shall not lend, assign or give them as security to or for the benefit of a third-party.
- 11.3 If the Services are used using the ID and/or password granted to the Merchant, the Merchant shall be deemed to have used the Services notwithstanding the fact that a third-party had actually used the Services, and the Merchant shall assume any liability regardless of the reason for such use.

#### **Article 12. Maintenance of the Services**

Maintenance work for the Services may be done on a regular or irregular basis. The Merchant shall not make an objection to any suspension of the Services during the maintenance period and shall not claim damages resulted therefrom.

#### **Article 13. Suspension, Change, Modification, Addition and Deletion of the Services**

The Company may at any time suspend, change, modify, make an addition to or deletion from the Services. If the Company deems necessary, the Merchant may previously inform or notify the Merchant thereof.

#### **Article 14. Deposit**

- 14.1 A deposit shall accrue no interest and shall be returned after expiration of the term of the Agreement; provided that if there remains unpaid claims payable by the Merchant, the deposit shall be returned after deducting the amount of such payable unpaid claims. It is further agreed that the Merchant shall not claim that the deposit be appropriated for unpaid usage fee, etc..
- 14.2 If the Company has monetary claims payable by the Merchant, the Company may set off such claims against the Company's obligation to return the deposit.
- 14.3 The Merchant shall not assign its claims to return the deposit to a third-party or shall not create a security right over such claims.

#### **Article 15. Management of Personal Information**

The Company shall comply with the Personal Data Protection Act 2010 and any "privacy policy" as may be separately established by the Company from time to time for the processing of personal information (meaning information about a living individual which can be used to identify the specific individual including but not limited to name, date of birth, email or other description contained in such information) that the Company may obtain from the provision of the Services.

#### **Article 16. Confidentiality**

Neither the Merchant nor the Company may disclose to a third-party any technical, business or other information that may be obtained during and after the term of the Agreement for the Services unless either has obtained the prior consent of the other party.

#### **Article 17. Intellectual Property Rights**

Notwithstanding anything stated to the contrary herein, any and all copyrights to the system programs of the Services and any other intellectual property rights related to the Services shall be owned by the Company.

#### **Article 18. Termination of the Agreement**

- 18.1 The Merchant and the Company shall be entitled to immediately terminate the Agreement without issuing a demand, if:



- (1) The other party is subject to attachment, provisional attachment, provisional disposition or other compulsory disposition, disposition due to a failure to pay tax due, or any preservative disposition;
- (2) The other party dishonors a note or check or is subject to a disposition of suspension of banking transactions;
- (3) The other party is subject to an application for the commencement of procedures for bankruptcy, civil rehabilitation, corporate reorganization, winding up or liquidation;
- (4) If the other party passes a resolution to dissolve itself or attempts to change or close its business or assign the whole or a substantial part of its business to a third-party;
- (5) If the other party is subject to a disposition of cancellation or suspension of its business permit imposed by competent authorities;
- (6) If the other party receives a precaution or admonition from competent authorities with regard to goods it sells, services it provides, advertisements it places, its distribution method, information management, etc.;
- (7) If it is deemed that goods it sells, services it provides, advertisements it places, its distribution method, information management, etc., likely conflict with the public policy or laws, regulations and orders;
- (8) If the other party fails to pay fees, etc., on or before the due date;
- (9) If the other party is in breach of the TOS and fails to cure the breach upon demand; or
- (10) If there arises any other event that makes it difficult to continue the Agreement.

18.2 If the Company terminates the Agreement pursuant to Article 18.1, the Merchant shall immediately pay the unpaid fees for use of the Services in compliance with the invoice issued by the Company.

18.3 The procedure to terminate the Agreement under Article 18 shall be deemed completed upon determination of the unfixed amount of fees payable on or before the termination date and the Merchant's payment to the Company in full.

#### **Article 19. Termination upon Expiration of the Term of Agreement**

19.1 The Merchant may terminate the Agreement by giving a written notice to the Company in the manner designated by the Company, to terminate the Services or not to renew the Agreement at least one (1) week before the date of expiration of the term of the Agreement.

19.2 The amount of the results-based advertisement fees due and payable at the time of termination of the Services shall be fixed on the 30th day after expiration of the term of the Agreement, and the procedure shall be deemed completed upon the Merchant's payment to the Company in full.

#### **Article 20. Force Majeure**

The Company shall assume no liability for the non-performance or delay of the whole or a part of the Services due to any event beyond the Company's reasonable control, including, but not limited to, Acts of God, fire, earthquake, strike, flood, storm, epidemic, riots, terrorism, wars, acts of the government, interruption or disruption of communication services or Internet environment.

#### **Article 21. Audit**

During the term of the provision of the Services, the Company shall from time to time audit the Partner Site on which the Merchant's advertisements are placed and shall use its efforts to demand that a Partner Site corrects or deletes otherwise false or excessive expressions that may be out of the Merchant's terms and conditions for the placement of advertisements and to educate the Partner Site to comply with applicable laws regarding the placement of advertisements. If the Merchant discovers that a Partner Site uses such false or excessive expressions, the Merchant shall immediately notify the Company thereof.

#### **Article 22. Scope of Liability**

- 22.1 If an event occurs that may make it impossible for the Company to provide the Services or cause to provide incomplete Services or lead to the loss of information, etc., and the cause of such event is imputable to the Company, the Company shall use its efforts to immediately make repairs or improvements, with the exception of a case where it is impossible to completely restore its original condition despite repeated reasonable repairs and improvements.
- 22.2 If there arises a dispute in connection with goods the Merchant sells, services it provides, advertisements it places, its distribution method, information management, etc., the Merchant shall, at its own responsibility and expense, take steps to resolve such dispute.

## **Article 23. Compensation for Damages**

- 23.1 If the Merchant sustains damages due to a willful or negligent act of the Company in connection with the Services, the Company shall compensate the Merchant for damages with limits of up to the total amount of the monthly system usage fees and the results-based advertisement fees that the Merchant has paid to the Company during the term of the Agreement. It is also agreed that in such event, the Merchant shall claim such damages in the manner prescribed by the Company within the period from the fulfillment of the terms and conditions for payment of the results-based advertisement fees between the Company and a Partner to the date which is thirty (30) days after the approval of the Results arising from the placement of advertisements, and the amount of damages shall be determined upon verification by the Company.
- 23.2 If the Merchant causes damages to the Company due to a willful or negligent act of the Merchant in connection with the Services, the Merchant shall compensate the Company for direct and actual damages.
- 23.3 If there arises any trouble between either the Merchant or the Company and a third-party and the other party sustains damages thereby, such party shall compensate the other party for direct and actual damages.

## **Article 24. No Assignment of Rights**

Unless it has obtained the prior written consent of the other Party, neither the Merchant nor the Company may assign a part or the whole of any rights under the TOS to a third-party, give the same as security or permit a third-party to use the same.

## **Article 25. Governing Law**

The terms contained in this TOS shall be governed by and construed in accordance with the laws of Malaysia.

## **Article 26. Agreed Jurisdiction**

All disputes, controversies and conflicts that may arise in relation to this TOS shall, as far as possible, be settled amicably by the Company and Merchant.

Any dispute, controversy, or conflict that cannot be settled amicably shall be submitted to the court of law and all of its legal consequences, the Company and

Merchant hereby agreed to the jurisdiction of the Malaysian courts to examine and settle the case.

**Article 27. Revision of the TOS**

The Merchant shall be deemed to have approved the revised TOS if, after the Company informs the Merchant of the revisions or states the revisions on its website, the Merchant continues the use of the Services.

**Article 28. Matters for Discussion**

The Merchant and the Company shall discuss and resolve in good faith any matters not mentioned in the TOS or the Agreement between the Merchant and the Company in connection with the Services or any difference of opinion regarding the interpretation hereof.

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The TOS were:

Established and put in force on 1 February, 2019;