

# Term of Use

These Terms of Use (“Terms”) govern your use of the websites and services (collectively, the “Services”) provided by ezBoxup (as defined below).

Effective starting October 10, 2020

## 1. Introduction

- 1.1 Welcome to the ezboxup.com (the “Platform”). These Terms of Use govern your access and use of the Platform and the use of any services, information and functions made available by us at the Platform (“Services”). Before using this Platform or the Services, you must read carefully and accept these Terms of Use and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services (collectively referred to as “ezBoxup Terms and Conditions”) and you must consent to the processing of your personal data as described in the Privacy Policy set out at <https://www.ezboxup.com/privacy-policy/>. By accessing the Platform and/or using the Services, you agree to be bound by ezBoxup Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to ezBoxup Terms and Conditions and the Privacy Policy, do not access and/or use this Platform and/or the Services.
- 1.2 The Terms of Use stated herein constitute a legal agreement between you and Elite Mobile Global Sdn. Bhd. [Company No.: 201301021879 (1051709-K)], a company incorporated in Malaysia and having its registered address at Unit No. A-6-4 North Point, Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur (“ezBoxup”, “we”, “us” or “our”).
- 1.3 By using the Services in any manner, including but not limited to visiting or browsing the Services, you agree to observe and be bound by these Terms and the additional terms and conditions and policies referenced herein and/or available by hyperlink.
- 1.4 ezBoxup reserves the right to change or modify these Terms at any time. You will be deemed to have agreed to the amended Terms by your continued use of the Services following the date on which the amended Terms are posted here.
- 1.5 If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “legal age”), you must obtain permission from your parent(s) or legal guardian(s) to open an account on the Platform. If you are the parent or legal guardian of a minor who is creating an account, you must accept and comply with these Terms of Use on the minor's behalf and you will be responsible for the minor's actions, any charges associated with the minor's use of the Platform and/or Services or purchases made on the Platform. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Platform and/or Services.
- 1.6 If you have any questions, please refer to our Help Centre.

## 2. Use of The Services

- 2.1 We grant you a non-transferable and revocable license to use the Platform and/or Services, subject to these Terms of Use, for the purpose of shopping for personal items sold on the Platform. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms of Use shall result in the immediate revocation of the license granted herein without notice to you.
- 2.2 Content provided on this Platform is solely for informational purposes. Product representations expressed on this Platform are those of the vendor and are not made by us. Submissions or opinions expressed on this Platform are those of the individual posting such content and may not reflect our opinions.
- 2.3 Every user of the Platform is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. ezBoxup shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.
- 2.4 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.
- 2.5 We reserve the right, but shall not be obliged to:
  - (a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and may take any action it deems appropriate;
  - (b) prevent or restrict access of any an authorised user to the Platform and/or the Services;
  - (c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
  - (d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.
- 2.6 ezBoxup provide a medium to easily redirect order info from forms to business owners and sellers via WhatsApp.
- 2.7 We do not in any way represents an extension of the official WhatsApp services.

### **3 Hyperlink**

- 3.1 For your convenience, we may include hyperlinks to other websites or content on the Platform that are owned or operated by third parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

### **4 Prohibited Item**

- 4.1 Without prejudice to the generality of Clause 2, you acknowledge and agree that you shall not use the Payment Services in connection with any content, business or activities set out in the following policies: <https://ezboxup.com/List-of-Prohibited-Content-Malaysia>. ezBoxup reserves the right to take all steps to ensure that you do not use the Payment Services in connection with such businesses or activities. Any transactions involving any such content, businesses or activities shall be void, and you agree that ezBoxup and/or its related corporations may, at its sole discretion, refund the relevant payment to the relevant party for such transactions minus any transaction, service and/or administration fees that may be charged by ezBoxup and/or its service providers, subject to any laws, rules, regulations or any binding order or direction of governmental and other regulatory authorities or the courts in any relevant jurisdiction.

### **5 Reporting Unauthorised Content**

- 5.1 ezBoxup respects the intellectual property rights of others and we expect the same of our users. If you believe that there has been unauthorised use of your intellectual property rights by a user, please follow the steps provided here to report the same to us.
- 5.2 ezBoxup reserves the right to suspend or terminate your account and/or your access to the Services if there are repeat complaints against you of intellectual property infringement.

### **6 Intellectual Property Rights**

- 6.1 All intellectual property rights, whether registered or unregistered, in the Platform, information content on the Platform 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 (collectively referred to as "Intellectual Property") shall remain our property or where applicable, our affiliates or third party intellectual property owners. The entire contents of the Platform also are protected by copyright as a

collective work under Malaysia copyright laws and international conventions. All rights are reserved.

- 6.2 No part or parts of the Platform 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 our prior written permission or that of the relevant Intellectual Property owners. No party accessing the Platform shall claim any right, title or interest therein. Permission will only be granted to you to download, print or use the Intellectual Property for personal and non-commercial uses, provided that you do not modify the Intellectual Property and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

## **7. Applicable Law And Jurisdiction**

- 7.1 These Terms of Use and/or other ezBoxup Terms and Conditions shall be interpreted and governed by the laws in force in Malaysia. Subject to the section on Arbitration below, you hereby agree to submit to the jurisdiction of the Courts of Malaysia.

## **8. Arbitration**

- 8.1 Any controversy, claim or dispute arising out of or relating to these Terms of Use and/or other ezBoxup Terms and Conditions or the breach, termination or invalidity thereof shall be referred to and settled by arbitration in accordance with the Arbitration Rules of the Asian International Arbitration Centre ("AIAC") held in Kuala Lumpur, Malaysia. The arbitral tribunal shall consist of a sole arbitrator who is legally trained and who has experience in the information technology field in Malaysia and is independent of either party. The place of arbitration shall be Malaysia. Any award by the arbitration tribunal shall be final and binding upon the parties.
- 8.2 Notwithstanding the foregoing, ezBoxup reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

## **9. Indemnity**

- 9.1 You agree to indemnify, defend and hold harmless ezBoxup, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to:

- a. any transaction made on the Site, or any dispute in relation to such transaction (except where ezBoxup or its Affiliates is the Seller in the transaction that the dispute relates to),
- b. the ezBoxup Guarantee,
- c. the hosting, operation, management and/or administration of the Services by or on behalf of ezBoxup,
- d. your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein,
- e. your use or misuse of the Services,
- f. your breach of any law or any rights of a third party, or
- g. any Content uploaded by you.

## **10. Termination**

10.1 In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate or revoke any or all of your rights granted under these Terms of Use and/or other ezBoxup Terms and Conditions. Upon any termination of these Terms of Use and/or other ezBoxup Terms and Conditions, you shall immediately cease all access to and use of the Platform and/or Services and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Platform and/or Services in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that ezBoxup shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Platform and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of ezBoxup, in operating the Platform and/or providing Services, your sole and exclusive remedy is to discontinue using the Platform and/or the Services.