

Terms Of Use

Global Roomz Holdings Sdn Bhd (Company Registration No: **202001009504 (1365824-H)**) with its office located at 16-05, Tower B, Vertical Business Suite II, Avenue 3, Bangsar South City, 59200 Kuala Lumpur, Malaysia (“Company” or “we” or “us”), would like welcomes you to our website, <https://www.GoMalaysiaExpo.com> (“Website”). The Website provides a Business to Consumer (“B2C”) platform that enables registered business Users to create, accept, conclude, manage and fulfil orders for the deal and purchase of products and/or services online via the Website.

Your use of the Website is governed by the following terms and conditions (“Terms and Conditions”).

1. Acceptance of Terms and Conditions

1.1 Scope of Terms and Conditions

1.1.1 The terms and conditions set out below (“Terms and Conditions”) are applicable to any and all access and use of the Platform. You may view the Terms and Conditions via the link set out on the main page of the Platform.

1.1.2 These Terms and Conditions are to be read together with all other policies as published on the Platform from time to time.

1.1.3 The terms of the Policies are part of these Terms and Conditions by reference, and collectively represent a legally binding agreement between the User and the Company. For the avoidance of doubt, in the event of any inconsistency, the terms and conditions in this Terms and Conditions shall prevail.

1.1.4 For the avoidance of doubt, a general reference to “Terms and Conditions” herein shall where applicable includes the terms and conditions in the Policies.

1.2 Use of Service and the Platform

1.2.1 The Company provides e-commerce facilities and Services via the Platform enabling the User to purchase the Product.

1.2.2 By accessing, browsing and/or using the Platform, you are deemed to have irrevocably and unconditionally agreed to the Terms and Conditions.

1.2.3 You must not access and/or use our Services or the Platform if you are not agreeable to any of the Terms and Conditions.

1.2.4 You agree to use the Platform at your own risk. We do not take any responsibility or agree to indemnify you for losses you suffer arising from such use, and you irrevocably agree to hold us harmless and indemnify us from any losses that you may suffer therefrom.

1.3 User of User’ Personal Data

1.3.1 For a complete description of how the Company uses and protects a User’s personal data, you may refer to the Privacy Policy.

1.3.2 By continuing to access the Platform and using the Services, you are deemed to accept

the terms of the Privacy Policy. Please do not use our Services or the Platform if you object to your personal data being used in the ways described in the Privacy Policy.

1.4 Amendment of Terms and Conditions

1.4.1 The Company shall be entitled at any time and from time to time, to modify, amend or change the Terms and Conditions as appropriate and at our sole and absolute discretion. In such instances, the Company shall notify you of such amendments or changes (including the effective date for the same) via an announcement to be published on the main page of the Platform, and you shall be bound by such modified Terms and Conditions. As such, it is your responsibility to regularly visit the Platform, view the Terms and Conditions and Policies, and keep updated on any changes made to the Terms and Conditions.

1.4.2 Please cease to use the Platform if you are not agreeable to any amendments or modifications of the Terms and Conditions. You agree to use the Platform at your own risk, and your use of the Platform following any amendment or modification of the Terms and Conditions constitutes your agreement and acceptance to be bound by the same.

1.4.3 We do not take any responsibility or agree to indemnify you for losses you suffer arising from the modified Terms and Conditions or your own failure to keep yourself updated on the modifications to the Terms and Conditions, and you irrevocably agree to hold us harmless or indemnify us from any losses that you may suffer therefrom.

2. Application and Registration as Platform User

2.1 Registration as Platform User

2.1.1 In order to access or use certain services on the Platform, you are required to register as a Platform User (“User”).

2.1.2 The Company has the right to restrict, suspend or terminate your access or/and your account or/and use of Platform or/and the Services (or any part of the same) if in the Company’s sole and absolute opinion, you are in breach of any of the Terms and Conditions.

2.2 Usership Categories

2.2.1 User of the Platform can fall under any one or more of the following categories:

2.2.1.2 Visitor (with email verification)

2.2.1.3 Exhibitor (with email verification)

2.3 Application Requirements

2.3.1 To become a User, you must comply with the following requirements:

2.3.1.1 You must complete email verification in order start making purchase.

2.3.2 You warrant that all information provided to the Company as part of the registration process is accurate, current and complete at all times and you will immediately let us know if there are any changes to the same. If we rely on the contents of your application and accept you as User, you irrevocably agree that you shall indemnify and keep us indemnified and hold us harmless for any expenses, loss or damage that we may suffer arising from any inaccurate or false statement or misrepresentation of facts submitted to us by you.

2.3.3 We reserve the right to accept or reject your application to become a User at our sole and absolute discretion in the following cases:

2.3.3.1 Where we are not able to verify your email address with certainty;

2.3.3.2 Where the data provided by you upon sign-up (for example, email address, telephone number, etc.) is identical to a Usership account already registered with the Platform;

2.3.3.3 Where you have provided false or inaccurate information or omitted to provide necessary information during the application process;

2.3.3.4 Where you have applied for Usership within less than one (1) month from the date of termination or cancellation of an earlier Usership on our Platform;

2.3.3.5 Where you have signed up as a User under another account, which is either temporarily or permanently suspended at the time of application for a new User account;

2.3.3.6 Where you have breached any of the Terms and Conditions; and/or

2.3.3.7 Any other reason as may be determined by the Company. For the avoidance of doubt, our decision above cannot be contested.

2.4 Completion of Registration

2.4.1 You will become a User upon the successful completion of the registration process as determined by the Company. Our registration process may, where necessary, include identity verification by way of submission by you of certain documentary evidence and support materials as may be requested by us.

2.5 Protection of Account Details

2.5.1 Each User is responsible for maintaining the confidentiality of the User's account information, including the account password, and for all activity that occurs under the User's account. You agree to notify us immediately should there be any unauthorized use of your account or password or of any other breach of security. You may be held liable for losses incurred by the Company or by any other User due to someone else using your password or account.

2.5.2 You may not use anyone else's password or User account at any time. We have the right to disable any User ID or password at any time in our sole and absolute discretion for any reason, including where you have breached any provision of these Terms and Conditions.

2.6 Use of Services

2.6.1 Use of the Platform and its services as a User is free.

2.7 Suspension and Termination of Usership

2.7.1 The Company shall be entitled to restrict your access to the Services and/or temporarily or permanently suspend the Services and/or your account, terminate your account and/or take any such measures or actions that the Company deems necessary without prior notice to you if:

2.7.1.1 Where you have committed or are suspected to commit any wrongdoing/unlawful act or where you have committed or are suspected of breaching or are anticipated to breach any of these Terms and Conditions; and/Or

2.7.1.2 There are any other reasonable grounds as may be determined by the Company at its sole and absolute discretion.

2.7.2 Termination by User. Subject to Article 2.8, you may terminate your Usership at any time by writing to us at info@goMalaysiaExpo.com provided that all sale and purchase transactions of any Product that are currently in progress must either be completed or cancelled.

2.7.3 For the avoidance of doubt, the User agrees that any and all consequences arising from such termination shall be borne by you.

2.8 Rights of Company upon Suspension / Termination of Usership

2.8.1 Where your Usership is suspended or terminated by the Company for any reason whatsoever or where you voluntarily terminate your Usership (as the case may be), we reserve the right to:

2.8.1.1 Cancel and/or reverse any and all Transaction(s) under your account.

2.8.1.2 Cancel, forfeit or deduct other benefits which may be provided to you as a User;

2.8.1.3 Disallow or restrict the use of all or part of the Services and/or the Platform;

2.8.1.4 Deny or decline any new application for Usership submitted by you within one (1) month from the date of termination;

2.8.1.5 Disallow the use of your previous User ID for any new User account applied for by you, at our sole and absolute discretion; and/or

2.8.1.6 Claim for compensation or damages pursuant to Article 2.9.

2.8.2 The Company shall provide you prior notice of the steps to be taken under Article

2.8.1 above by telephone or e-mail. Where you are not contactable or in the case of emergency circumstances, the steps set out above may be taken without prior notice, and we shall notify you as soon as practicable thereafter.

2.9 Compensation for Losses Where, in using the Services and/or accessing the Platform, any of your actions cause any losses to the Company, you shall be liable for and shall compensate the Company for all costs and expenses incurred or suffered. In the event of any inquiries, complaints or claims raised by third parties due to the said actions by you, you shall be solely responsible and liable to the said third parties to resolve such inquiries, complaints or claims at your own cost and shall indemnify and keep indemnified and hold the Company harmless at all times in respect thereof.

2.10 Dormant Account. The Company shall deem your account to be dormant if you fail to log in to the Platform for a duration exceeding the term of 12 months. In the event that your account is deemed dormant, the Company may place a restriction on the use of Services and/or Platform.

2.11 Reactivation of Account In order for you to commence using the Services again, you will need to

authenticate and verify your identity in accordance with such procedures as determined by the Company.

3. Relationship of Parties

3.1 Role of Company

3.1.1 The Company primarily operates, manages and provides the Platform for the purpose of enabling safe and reliable Transaction for User.

4. Use of Platform and Services

4.1 As a condition of your use of the Services and/or access to the Platform, you agree that:

4.1.1 Compliance with law. You shall comply with all applicable laws and regulations, and shall not conduct or take part in any illegal activities including but not limited to:

4.1.1.1 Committing fraud, for example by making purchases on the Platform using another person's identity, credit card or bank account;

4.1.1.2 Distributing, sending or facilitating the sending of any unsolicited electronic commercial messages, or engage in any form of spamming activities; or

4.1.1.3 Using the Services to promote and facilitate pyramid schemes;

4.1.2 Compliance with Terms and Conditions. You shall comply with these Terms and Conditions and our Policies.

4.1.3 Use of Personal Data. You shall not collect or post personal information about other User or other third parties, including email addresses, without their consent.

4.1.4 Abusive Behaviour. You shall not use the Services, access the Platform or manipulate the Platform's system and/or processes in a manner that is fraudulent or deceptive, dishonest, not authorised and/or not in conformance with the Terms and Conditions, which shall include but is not limited to:

4.1.4.1 Transferring your User account and User ID to another party and/or allowing access by a third party to your User account and User ID without our express written consent;

4.1.4.2 Directly entering into and completing any Transaction with another User outside of the Platform and/or without using the Payment Protection Services (as described in Article 6) provided by the Company on the Platform ("direct dealing Transactions");

4.1.4.3 Exploiting or attempting to exploit any benefits provided by the Company, (including but not limited to discounts and/or Coupons) by signing up for multiple accounts and/or purchasing a Product with no intention to complete the same;

4.1.4.4 Manipulating the price of any item or interfering with other User' listings; or

4.1.4.5 Taking any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information from the Platform or using it for purposes unrelated to the Platform);

4.1.5 Disruption of Platform and Services. You shall not engage or attempt to engage in any activities to interrupt, or that are likely to interrupt, the smooth processing of the Services or the Platform or the Company's operations and/or business, including but not limited to:

4.1.5.1 Distributing viruses or any other technologies that may harm the Platform, or the interests or property of other User;

4.1.5.2 Undertaking any action to undermine the integrity of, or gain access to, the Platform system, which includes the computer or communication systems, network, software application, or networks and computing devices used in connection with the Services ("System");

4.1.5.3 Monitoring data or traffic on the System or conducting crawling of the System without the Company's permission;

4.1.5.4 Engaging in any denial of service (DOS) attacks, distributed denial of service (DDoS) attacks, or any other forms of network attacks; or

4.1.5.5 Engaging in any behaviours that may interfere with the proper functioning of the System; including mail/news-bombing, broadcast attacks, flooding, and any other relevant network interference techniques;

4.1.5.6 Acting in Good Faith. You shall conduct yourself in accordance with good public order and morals, and shall refrain from:

4.1.5.6.1 Persistently raising complaints without any reasonable grounds or justification;

4.1.5.6.2 Repeatedly cancelling or returning Product that are not particularly defective or unsatisfactory without reasonable grounds or justification; or

4.1.5.6.3 Engaging in behaviour which violets public order or is destructive to generally accepted customs or norms.

4.1.6 The Company may, without notice, delete postings or restrict or prohibit you from posting or using specific Services on the Platform, terminate your access to the Platform and the Services or take any other measures it deems fit on the occurrence of a breach of any of the conditions specified under Article 4.1.1 above.

4.1.7 Please report to the Company should you be asked to enter into any direct dealing Transactions, as described in Article 4.1.1 above. The Company shall not be responsible for any problems or issues suffered by any User arising in relation to such direct dealing Transaction.

4.2 Liability for Third Party Platform. The Company shall have no liability whatsoever in the event the Company posts any information provided by its User or partners, or provides reference information or contents provided by a User or third party at the Platform or links on the Platform for your convenience, and you visit such third party sites at your own risk.

4.3 Suspension of Services

4.3.1 The Company may restrict or temporarily suspend the provision of all or part of the Services to you in the event such Services are unable to be provided due to:

4.3.1.1 Maintenance work on the Platform;

4.3.1.2 The occurrence of power or communications outage;

4.3.1.3 Technical problems on the part of our third-party suppliers or partners;

4.3.1.4 The occurrence of a natural disaster, act of terrorism or other force majeure events; and/or

4.3.1.5 Any other reason(s) that the Company may deem necessary for such suspension.

4.3.2 Upon the suspension of the Services, the Company shall post a notification on the Platform on the suspension of the Services as soon as reasonably practicable.

4.3.3 The Company shall not be liable for any damages or losses that you or any third party may suffer or sustain as a result of any restriction or temporary suspension of any Services in accordance with the terms of these Terms and Conditions.

5. Sale and Purchase of Product

5.1 No Guarantee

5.1.1 The Company does not control the behaviour of Exhibitor or the information provided by Exhibitor that is made available on the Platform. Consequently, we do not provide any guarantees with regard to the Transactions undertaken by User, and do not warrant:

5.1.1.1 The existence, quality, completeness, appropriateness, safety or legality of any Product;

5.1.1.2 The veracity of any intent to purchase Product by a User;

5.1.1.3 Whether a Product infringes the rights of any other third party;

5.1.1.4 The truthfulness, accuracy or legality of any information posted by a Exhibitor in respect of a Product; or

5.1.1.5 That all Transactions will be completed.

5.1.2 Any liabilities and risks relating to Transactions undertaken by User shall be borne by the User. As such, before proceeding with any transaction on the Platform, you must make your own independent assessment and determination regarding the statements Product descriptions, Product price, Product warranty etc, the representations of the other party and the party's ability to pay for or deliver the Product offered and specific terms and conditions imposed by the Platform (if any).

5.2 Placing of Order

5.2.1 If you, in the capacity of a User, place an Order to purchase a Product / Services on the Platform, you are obligated to complete the Transaction with us and to be bound by such additional terms and conditions specified by the us on the Platform, unless:

5.2.1.1 The Transaction is prohibited by law or these Terms and Conditions;

5.2.1.2 The materially changes the Product description or the Product does not confirm to the description; or

5.2.1.3 A manifest error exists in the Product listing information which materially affects the terms of the sale.

5.2.1 An Order may be cancelled by a User at any time before the Product status updated to "Payment Completed".

5.3 Payment for Product

5.3.1 Payment for Product / Services purchased on the Platform can be made via the following methods:

5.3.1.1 Credit card;

5.3.1.2 Debit card;

5.3.1.3 Online banking;

5.3.1.4 eWallet; And shall be in accordance with such terms and conditions as stated on the Platform. For the avoidance of doubt, payments made using above methods, shall be subject to such additional terms and conditions as may be imposed by service provider respectively.

5.3.2 Payment for any purchase of Product on the Platform must be made within one (1) Business Day from the date the Order is submitted. If payment is not completed within such time period, the said Order shall be automatically cancelled by the Platform system.

5.3.3 When making payment, the User must only use payment methods that are legally available and shall not fraudulently use any means of payment under another party's name. Pursuant to the same, we reserve the right to take all such actions to review any payment Transactions and where deemed necessary, to suspend the processing of such Transactions until our investigations are complete. As a User, agree to be responsible for all damages and losses suffered or sustained by the Company, the owner of such payment methods, which arise out of any fraudulent actions discovered under this Article 5.3.3.

5.4 Shipping Fees

5.4.1 No Shipping Fees for all Products, it is redeemed or downloaded digitally.

5.4 Service Tax

5.4.1 Service Tax is not applicable for Product purchases. However, the Service Tax will be applied when it is applicable in future without any prior notice.

6. Delivery of Product

6.1 Product

6.1.1 As Product that purchased via this platform, will be redeem as per stated event or stated terms.

7. Cancellation, Returns, Exchange and Refunds

7.1 No request by a User for refund or exchange of a Product.

8. Disputes between User and Product

8.1 Discussions in Good Faith In case of any disputes relating to the purchase and sale of the Product on the Platform between the User and another User (collectively referred to as “Disputing Parties”), the User shall first attempt to resolve the dispute with such User (“Dispute”) in good faith.

8.2 Referral of Dispute to Company

8.2.1 Where the Disputing Parties cannot resolve their Dispute pursuant to Article 8.1 within any time periods prescribed in these Terms and Conditions, either the User or the other User may submit such Dispute to the Company for a final determination and resolution.

8.2.2 The User agree to abide by and be bound by the Decision and in furtherance of the same, and expressly acknowledge and agree that the Company shall be entitled to, in relation to the Dispute and the Decision:

8.2.2.1 Cancel any Transaction on the Platform;

8.2.2.2 Temporary or permanently suspend either or both of the Disputing Parties’ accounts on the Platform;

8.2.2.3 Carry out all such other actions deemed necessary to ensure the Decision is enforced fairly and reasonably.

8.2.3 Notwithstanding the aforementioned clauses, you acknowledge that the Company is not a judicial or arbitration institution and will make the determinations only as an ordinary non-professional person. The Company does not act as the agent of either of the Disputing Parties, but acts as facilitator for dispute resolution. Consequently, you agree not to hold the Company liable and shall waive any claim you may have against the Company in respect of the Decision and the Dispute.

9. Intellectual Property Rights

9.1 Site Contents. The Company is the sole owner or lawful licensee of all the rights and interests in the Platform and its contents (“Site Contents”). All title, ownership and Intellectual Property Rights in the Platform and Site Contents shall remain with the Company, our affiliates or licensors of the Site Contents, as the case may be. All rights not otherwise claimed under these Terms and Conditions or by the Company are hereby reserved.

9.2 Trademarks. “GoMalaysiaExpo” and related icons and logos are registered trademarks or trademarks or service marks owned or licensed by the Company and are protected under applicable copyright, trademark and other proprietary rights laws. You are strictly prohibited from undertaking any unauthorised copying, modification, use or publication of these marks.

9.3 Infringements. Any person may protect their rights by contacting the Company in the event their copyright or other intellectual property has been infringed or violated on the Platform by any person. Pursuant to the same, the Company may at its sole and absolute discretion take down the Product listing, information, specification and/or photograph complained of and suspend sales of the corresponding Product until such time that the Company at its sole and absolute discretion deems that evidence provided is sufficient to prove that the complaints and/or that the alleged claims are invalid.

9.4 Compliance. You shall ensure that all content including without limitation listings, information, specifications, photographs, and Product for sale as supplied or provided by you on the Platform do not infringe or violet trade mark rights, patent rights, copyrights, trade names, domain names, portrait

rights, design rights, utility models, trade secrets, know-how, confidential information, database rights, software rights, semiconductor and/or circuit layout rights and all various other Intellectual Property Rights. You shall also ensure that the use of such Intellectual Property Rights is with the prior, approval or consent of Intellectual Property Rights owner or intellectual Property Rights subsisting in any part of the world belonging to third parties.

9.5 Ownership of Photographs or Videos of Product Arranged by the Company. For the avoidance of doubt, the Intellectual Property Rights in any photographs or videos of Product which are arranged by and/or taken by the Company as part of any additional support under the Services shall vest in the Company.

9.6 Affiliates. In order to boost sales, information regarding Product displayed for sale by any User on the Platform may be disclosed to the Company's affiliated third parties, including platform and blogs owned by and/or affiliated to such third party, and any such disclosure shall be subject to the Terms and Conditions.

9.7 Indemnity. You shall indemnify and hold harmless the Company and its distributors and employees from all actions, claims and demands which may be instituted or made against you arising from your use of Intellectual Property Rights or violation of any applicable intellectual property laws.

9.8 Claims from a Third Party. Where you have received claims from a third party that your postings made on the Platform infringe or violate the Intellectual Property Rights of any third party or the contents of such posting are open to any other form of attack whether related or unrelated to a legal action, you shall to the furthest extent possible exempt and not involve the Company, its directors and employees, and the Platform from and in such claims.

9.9 Complaints. You shall notify the Company as soon as practicable of any complaints or alleged claims of infringement of Intellectual Property Rights by any third party. All losses and costs to the Company, its directors and employees and/or the Platform arising from your use of any Intellectual Property Rights must shall be fully compensated by you.

9.10 Usage. If you post content or submit material to the Platform, and unless the Company indicates otherwise, you are deemed to have granted the Company a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

10. Customs Regulations and Inspections

10.1 If you are buying products on the Platform which are located in another country, kindly note that you shall be considered as the importer on record. As such, you must comply with all applicable importation laws and regulations when buying such a Product, and you should ensure that the Product purchased can be lawfully imported into the Country before purchasing the same.

10.2 Purchases of Product from overseas may be subject to payment of import duties and taxes, which are levied once the Product reaches the Country. As a general principle, additional charges for customs clearance shall be borne by the User.

11. Liability

11.1 The Company does not guarantee the quality, safety or legality of the Product, the truth or accuracy of the content or listings on the Platform or that a User will actually complete a particular Transaction.

11.2 The Company cannot and does not guarantee continuous or secured access to the Platform and its services, and operation of the Platform may be affected by numerous factors outside of the Company's control.

11.3 All materials, information, software, product, services and other content contained on the Platform or from a linked site, is provided to you on "as is" basis and without warranty or conditions of any kind, express or whether implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.

11.4 The Company shall not be liable to you either in tort, contract, negligence or otherwise for any loss, damage, injury or expenses, howsoever arising, out of or in connection with the supply or use of the Product. Under no circumstances will the Company be liable for any loss of profits, loss of data or for any other special, indirect, incidental or consequential damages, whether foreseeable or unforeseeable, based on claims of a User of whether in action for contract, breach of warranty, tort or otherwise.

11.5 THE COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THIS PLATFORM. SPECIFICALLY, YOU AGREE THAT THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. SPECIFICALLY, YOU ALSO AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING THE COMMUNICATION SERVICES AND/OR INCLUDED IN THIS SITE BY ANY THIRD PARTY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OF ANY DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM: (1) RELIANCE ON THE MATERIALS PRESENTATED, (2) COSTS OR REPLACEMENT PRODUCT, (3) LOST OF USE, DATA OR PROFITS, (4) DELAYS OR BUSINESS INTERRUPTIONS, (5) NEGLIGENCE, (6) AND ANY THEORY OF LIABILITY, OUT OF OR IN ARISING CONNECTION WITH THE USE OF, INABILITY OR TO USE THIS PLATFORM, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.6 Indemnity. You hereby indemnify and hold the Company, and our officers, directors, agents, subsidiaries, joint ventures and employees, harmless from any claim or demand or damages, including all attorneys' fees incurred or to be incurred, as a result of any claims, demands or proceedings, by any third party due to or arising out of your breach of this Terms and Conditions, or your violation of any law or the rights of a third party.

12. No Warranties

12.1 You will not hold the Company responsible for other User' content, actions or inactions, or Product listed by User, including content they post.

12.2 You understand and agree that Transactions between you and User on the Platform are deemed to be private contractual arrangements between you and such User, and the Company is not a party to, and does not represent the User or you in such transactions. The Company is only responsible for operating and managing the Platform and making reasonable efforts in order to maintain efficient Services on the Platform.

12.3 The Company and the Platform have no control over and do not guarantee the quality, safety or legality of Product advertised, the truth or accuracy of User' content or listings, the ability of any User to sell or purchase Product or that any Transaction will be successfully completed.

12.4 The Company and the Platform does not transfer legal ownership of Product to a User.

12.5 The Company cannot guarantee continuous or secured access to the Services, and operation of the Platform may be interfered with by numerous factors outside of the Company's control.

12.6 If a you have a dispute with one or more User, you hereby release the Company, 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, arising out of or in any way connected with such disputes.

12.7 Accordingly, to the extent that is legally permitted, the Company excludes all implied warranties, terms and conditions. The Company is not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Platform and Services.

12.8 ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCT, SERVICES AND OTHER CONTENT CONTAINED IN THE PLATFORM, OR FROM A LINKED SITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EXPRESS OR WHETHER IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. THE COMPANY HAS MADE REASONABLE EFFORTS TO POST CURRENT AND ACCURATE INFORMATION ON THIS PLATFORM; HOWEVER, THE COMPANY ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, INACCURACIES OR OMISSIONS WHATSOEVER IN THE INFORMATION PROVIDED IN THIS PLATFORM. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY LOSS OR DAMAGE TO THE USER CAUSED BY RELIANCE ON INFORMATION OBTAINED THROUGH THIS PLATFORM. IT IS THE USER' RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED AND USE OF THIS PLATFORM IS SOLELY AT YOUR OWN RISK.

13. Access and Interference

13.1 The Platform contains robot exclusion headers. Most of the information on the Platform is updated on a real time basis and is proprietary or is licensed to the Company by Platform's User or third parties. You agree not to use any robot, spider, scraper or other automated means to access the Platform for any purpose without the prior written permission from the Company.

13.2 Additionally, you agree that you will not:

13.2.1 Take any action that imposes or may impose, in the Company's sole and absolute discretion, an unreasonable or disproportionately large load on the Platform's infrastructure;

13.2.2 Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content, except for your own information and reference, from the Platform without the prior written permission of the Company;

13.2.3 Interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform; or

13.2.4 Bypass the Company robot exclusion headers or any other measures we may use to prevent or restrict access to the Platform.

14. General

14.1 Governing Law. These Terms and Conditions shall be governed by the laws of Malaysia. Any controversy, claim or dispute arising out of or relating to these Terms and Conditions and/or the Policies will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Malaysia and governed by Malaysia laws. The arbitrator shall be a person who is legally trained and who has experience in the information technology and e-commerce industry in Malaysia and is independent of either party. Notwithstanding the foregoing, the Company reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

14.2 Notices. Unless specified otherwise in these Terms and Conditions or by the Company, any notice, request, demand or other communication to the Company under these Terms and Conditions shall be given or made in writing and email to info@goMalaysiaExpo.com. All notices to you shall be effective if either delivered personally, by courier, email or where applicable, on the Platform. All agreements, notices and other communications that the Company sends to you electronically satisfies the legal requirement for communication to be in writing.

14.3 No Assignment. The Company shall have the right to assign and/or novate the Terms and Conditions or any part of the same to any person or entity, by providing written notice to you which shall be posted on the Platform, and you hereby irrevocably agree and consent to any such assignment and/or novation. You may not assign, in whole or part, any of these Terms and Conditions to any person or entity.

14.4 Force Majeure. Neither party shall be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hindered or delayed by strikes, industrial disputes, fire, floods, acts of any government, riots, war, national emergency, Act of God, impediment by government laws, rules, regulations or orders or other events of force majeure and in such case its obligations shall be suspended for so long as such event continues.

14.5 Severability. If any provision of these Terms and Conditions and/or the Policies is found to be illegal, void or unenforceable under the law, these Terms and Conditions shall continue in force save that such provision shall be deemed severed with effect from the date of such decision or such earlier date as Company may decide or the parties may agree, as the case may be.

14.6 Waiver. A failure by the Company to exercise or enforce any rights conferred upon it by these Terms and Conditions shall not be deemed to be waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

15. Definitions

15.1 In this Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

15.1.1 Business Day – means a day on which the banks are open for business in Kuala Lumpur, and excludes weekends or public holidays;

15.1.2 User – means a User who purchases the Product through the Platform, subject to the Terms and Conditions as herein contained;

15.1.3 Intellectual Property Rights – means all copyright and Intellectual Property Rights howsoever arising and in whatever media, whether or not registered, including (without limitation) confidential information, trade secrets, goodwill and reputation, patents,

trademarks, service marks, trade names, registered designs and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;

15.1.4 Order – means an offer to purchase a Product placed by a User on the Platform in accordance with these Terms and Conditions and the Policies, as further described in Article 5.2 Placing Order.

15.1.5 Policies – shall collectively refer to:

15.1.5.1 Privacy Policy;

15.1.5.2 All other policies posted on the Platform from time to time;

15.1.6 Privacy Policies – means the Company’s policy relating to the collection, use, disclosure and management of personal data on the Platform;

15.1.7 Product – means a Product and/or services listed for sale on the Platform;

15.1.8 Services – mean services that are offered by the Company through the Platform to the User and may include such services provided by third party service providers such as payment gateway services and logistics management services;

15.1.9 Terms and Conditions - means these terms and conditions governing the Usership of the Platform setting out, among others, eligibility requirements of User, services available to User under the Platform, benefits which User are entitled to and User’s rights and obligations;

15.1.10 Transaction – mean a sale and purchase transaction of the Product between a User and GoMalaysiaExpo which is conducted online via Platform; and

15.1.11 Platform – means the online market place owned and operated by the Company, and known as “GoMalaysiaExpo”, being an e-commerce platform that enables Transactions between registered Users, having its in GoMalaysiaExpo platform.