

Lapasar buyer's terms & conditions

The buyer agrees that use of this website is subject to the terms and conditions of use set out below and as updated from time to time. Website owner only grants access to the services on the website owned by the website owner or part thereof if the buyer agrees to the applicable terms and conditions. By using and continuing to use this website the buyer has agreed to observe all terms and conditions of use for the website. By using this website and entering into this agreement you are warranting that you have the authority to bind your company. The website owner reserves its sole right and discretion to decide whether you may become and continue to be a buyer at this website.

Definition

'agreement' means these terms and conditions for the website made available on this website as amended from time to time and shall include all addendums, appendixes, annexures, codes, guidelines and policies referred to herein;

'buyer' means any buyer registering/subscribing (with or without payment), as required by website owner, to the services available on this website who is subject to this agreement and 'you' or 'your' wherever found in this agreement shall also mean the buyer;

'credit' means the credits described in this agreement and as set out in appendix 2;

'data processing agreement' means the data processing agreement incorporated into this agreement at appendix 5;

'fee' means website sales lead fee, and other payments due and payable for each transaction under the respective services offered by website owner to buyers and/or sellers and all of the fees cumulatively.

'market place' means the online service made available on this website for listing and promoting services and products made available by sellers

'products' shall include products, services, information, advertisement or other material offered, sold, provided, uploaded, downloaded, requested, purchased or obtained by you or other parties through the service on the website;

'seller' means any user who carries on business as a supplier of products in malaysia and registering/subscribing (with or without payment), as required by website owner, to the services made available on this website who is subject to this agreement;

'transaction' means the individual exercises entered into in respect of the products, between buyer and seller or each of them with the website owner, using the services on the website;

'transaction Price' Means the Aggregate of the Listed Price of the Product Procured by the Buyer and Payable by the Buyer to the Seller or the Parties to Us;

'website' Means Website Known as Lapasar Found at Wwww.lapasar.com and All Subpages Thereof Excluding Links to External Sites;

'website Owner' Means Tenderin Sdn Bhd (1198228-d)

'your Data' Means Information Relating to You Limited to That the Buyer, the Seller or a Trading Partner, or Other Data Sources, Provide or Send on or to the Website or Website Owner, in the Course of Using the Services Including Transaction Details, Exchanges, Customer and Supplier Information, Personal Data, Marketing, Technical, Product, Sales, Profile Information and Other Related Information.

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General Terms

1. Website Owner Reserves the Right to Amend These Terms and Conditions and This Agreement at Any Time With or Without Notice. Unless Stated Otherwise the Amended Terms and Conditions Will Be Effective Immediately Upon Posting. the Seller Remains at All Times Responsible for Ensuring That it Is Aware of the Current Terms and Conditions of Use. Continued Use of the Website Constitutes the Buyer's Acceptance of the Amended Terms and Conditions and This Agreement.
2. Use of the Website and the Services Occurs, Not Limited To, When You Access Any Page to Register/subscribe as a Buyer on the Website, Transact on the Services Provided by Website Owner, Placing an Order Through the Marketplace or Submit Any Content to Promote Your Company or a Request for Reference.
3. Buyer Accepts Full Responsibility for Its Use of And/or Participation in the Website, the Services and Any Transactions.

General Subscription

1. Each Buyer Intending to Use the Services Shall Register/subscribe (with or Without Payment) on the Website and to the Services as Required by Us.

2. Where relevant, transaction charges applicable currently shall be published here in appendix 2. Subscription charges may change from time to time and will be published before the changes are effective.
3. For the avoidance of doubt, the transaction charges are not refundable in any event and under any circumstances whatsoever.
4. As provided in these terms and conditions, in the event of default in payment we reserve the right to terminate this agreement in whole or part and thereafter at any time, cancel any registration/subscription without notice. We shall not be liable for any loss or damages as a result of such termination cancellation or suspension even if such losses or damages are brought to our attention.

Services

1. From time to time we may make available services (as listed in appendix 1) to buyers which shall be subject to separate terms and conditions in addition to the terms herein including additional restrictions, limitations and prohibitions as well as penalties for any violations.
2. The parties shall be responsible to refer to the current applicable terms and conditions imposed for every transaction and each product on the website by the buyer, seller or the website owner respectively as the case maybe.
3. The transaction price for every transaction shall be stated on the website and shall be payable in full by the procuring party. We reserve the right to amend the transaction price listed at any time without giving any reason or prior notice.
4. Each of the sellers has final responsibility for all decisions regarding the management of its subscription to the website and operation of each individual
5. Transactions in the course of procuring, participating or accessing the website and the services and there shall be no recourse to the website owner for any loss or damage suffered as a result of such decisions.

Fees and charges

1. Buyers are subjected to pay the relevant fee to the website owner for using the services and for each individual transaction.
2. The fee applicable currently shall be published here in appendix 2 and shall be payable in the manner set out in appendix 2. Fees may change from time to time and will be published before the changes are effective.

3. For the avoidance of doubt, the fees are not refundable in any event and under any circumstances whatsoever.

When using the services

1. You agree to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use of the services and/or access to the website, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the website.
2. We shall endeavour to take all reasonable steps to protect the buyer, seller, website owner, website and/or services and we reserve our rights to refuse any request to use, remove any access to, disapprove and block any use or attempt to use the services if it may result in any potential confidentiality, security, legal risk or other risks.

3. Without limiting the above, you agree and undertake to

- Not misuse the services, the website or the property of the website owner
- Not interfere with the services or try to access them using a method other than the interface and the instructions that we provide;
- Use the services only as permitted by law and regulations and not attempt to publish, distribute or prepare derivative works, copy or reverse engineer the services;

Not upload, post, email, transmit or otherwise or make available any material that

- Is obscene libellous- fraudulent unlawful harassing;
- Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Contains software viruses , bugs, cancel bot, worm, trojan horses or any other computer code, files or programs designed to interrupt, maliciously interfere, destroy or limit the functionality of any computer software or hardware, systems or telecommunications equipment;

Not use the website or services for material or products including the following:

- Any form of drugs that require a prescription or mood altering substances that can put consumers at risk;
- Tobacco or cigarette related products inclusive of e-cigarettes and its components;
- That which encourages political or racial elements and hate provoking elements;
- Goods that are stolen or does not belong to the sellers;
- Weaponry which includes firearms and all categories of products that are considered weapons illegal to be owned by general civilians or repugnant to civil society;
- That which is infringing a third party's rights, pornographic or obscene materials, products or services; or
- Other products or materials not permitted by law and regulation in malaysia or not ordinarily used on such online services; and
- Not use or cause the services to be used in connection with any structure similar to a pyramid schemes, multi level marketing or get rich quick schemes, any currency exchange or any international forex activities or involves any bribery, corruption, fraud, dishonesty, anti-competitive or other similar activities
- And in any such event you agree and acknowledge that we may terminate, suspend or cancel your account, the services or any part thereof at any time without prior notification and will not liable whether to buyer, sellers or any third parties for any losses or damages even if such loss and damages are brought to our attention.
- You agree and undertake that you shall be responsible for the safekeeping of the username and password provided, which shall not be shared with anyone other than the designated representative(s) identified by the seller during registration or as set out in appendix 2.
- You shall report immediately to the website owner's designated representative, if you are aware of any breach of security or unauthorised access to the website or witness practices that are inconsistent with the fair operation of the services.

- You agree to not perform, without our advance consent, any load testing on the services, even if it is performed using test accounts.
- Additionally, we may launch, change, upgrade, impose conditions to, suspend or stop any services (or any features within the services) without prior notice and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the website or any part of the services.

We shall have the right, but not the obligation, to

- Monitor, screen or otherwise control any activity, content or material on the website and/or through the services. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action it deems appropriate;
- Prevent or restrict access of any buyer or seller to the website and/or the services;
- Report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
- Request any information and data from you in connection with your use of the services and/or access to the website 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 it has reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

Payment methods

1. The payment methods available on the website are listed at appendix 2 and may be provided by us directly or through approved third parties including the payment gateway provider.
2. For each transaction, the procuring party agrees to pay the full transaction price listed for the transaction to the seller or us as the case maybe, through the payment methods provided for by us.

Information and confidentiality

1. The website is set up to provide a service to buyers and sellers, to extend their network, expand their business. Any information (other than your data) about the processing

capabilities of the website or the services, the technology or interface features of the services, and the notice and updates sent to you by us is proprietary and confidential to us and/or other third parties who it originated from. You undertake not to use or disclose such confidential information to third parties for any purpose other than strictly for the use of the services. You agree to abide by our data policy and privacy statement (provide a link here) at all times.

2. You acknowledge that we agree not to disclose but protect, maintain and/or to use your data to provide the services herein in accordance with this agreement and our data policy and privacy statement.
3. You acknowledge that your data (other than sensitive data) submitted to the website may be published in certain circumstances e.G. If you are providing a business contact, that person's name, phone and email address will likely be visible to sellers and other buyers. If you are posting any information on the market place, you will ensure that your data does not contain any sensitive information.
4. Any sensitive information that you provide to us will not be published. Such information may be shared with companies who work on our behalf, such as agents, service providers, licensors, data/server centres, payment processors, payment gateway agencies and/or credit agencies for the provision of the services on a need basis. Credit card, billing and payment information shall be used solely for the purposes of checking credit, effecting payment to us and servicing your account. Such information will be handled subject to legal requirements and data policy and privacy statement. You acknowledge that all buyer's postings are not sensitive information and will be automatically forwarded to the selected sellers. Your response to posting will only be made available to the relevant buyer or seller authoring the request or response as the case maybe. Any bids submitted by the selected sellers in response to your request will be disclosed to you.
5. You agree that any personally identifiable information (personal data) cannot be disclosed without the consent of the person. You warrant that you have the necessary permission and consents to forward your data to the website (e.G. Proprietary information or personal data) and you are aware that we may share such information with third parties. You agree to cease the use of and expunge such information in your possession in the event such permission and consent is withdrawn. You will not disclose personal data you receive to a third party.
6. You undertake to be solely responsible for complying with all applicable privacy, consumer and other laws and regulations in respect of your use of the services including the provision use and disclosure of billing information, personal data not limited to transfer of data outside Malaysia as the case maybe.

7. You undertake that all information provided to us is accurate, complete and current and you undertake to maintain and update your data on the website from time to time. You also undertake to confirm the accuracy of any information you received before relying on it.
8. We have secured the seller's consent to provide all relevant communications by seller to the buyer where necessary. You hereby acknowledge and agree that we shall be permitted to provide all relevant communications by buyer to seller or third parties. You acknowledge that we have secured the advertiser consent to provide all relevant communications by the advertiser to the buyer or seller where necessary.
9. You acknowledge that website may have a feature that allows buyers to provide ratings, references about their experience dealing with each of the sellers or to delist a seller as set out in Appendix 2 and agree that we are not the author of the ratings, references or delisting. You hereby consent to us displaying your ratings, references and any delisting of a seller (notwithstanding that we may choose to remove postings at our sole discretion). Where you choose to post a reference, you undertake that it is not a reference about yourself and it reflects your honest opinion of a seller. We shall not be liable to the buyer, seller or any third parties for any rating, reference provided or delisting.
10. By agreeing to these terms and conditions, you agree to allow us to include each of the buyer's or seller's information respectively in our database and to use the information in our profile to present your capabilities to a potential supplier.
11. Where you have access to information about buyers and/or sellers, you undertake not to disclose the information and/or to use the information for purposes other than to facilitate interaction with buyers and/or sellers or as provided herein. You may only use information from the website that is not confidential to create any derivative works but subjected to the terms and conditions herein.
12. The restrictions in this section do not apply to information that is already public nature, through no fault attributable to a party or information is already known to the other party prior to the party's disclosure or disclosed under the operation of the law or is disclosed by a party with the written consent of the other party.
13. Any transaction, exchanges, information uploaded by you onto the website whether or not in connection with any services are not our responsibility (except for our proprietary information) and are between buyers, sellers and/or third parties. Any links appearing on the website to other websites are for the purpose of convenience only and the links and the contents of those websites are not in any way endorsed by us. We is also not responsible for loss of your data and you shall ensure that the necessary steps are in place for data reconstruction if there is a loss.

14. Your data may be accessed from the website for a limited period only as set out in website owner's data retention policy. Any further request for retention shall be chargeable as a service.

Intellectual property and indemnity

1. Any information provided by us is subject to copyright trademark and other proprietary rights and shall not be reproduced, copied, disclosed, provided or resold in either its original form or in any form to any person (other than you). We grant you a non-exclusive, non-transferable license to print and download content on the services solely for your non-commercial use to facilitated interaction between buyers and/or sellers provided you maintain the copyright notice and any other notice that appear on any such copies.
2. Website owner hereby agrees, to defend, indemnify, and hold you harmless from any third party claims against you that a service infringes any intellectual proprietary right of a third party ("ip claim"), provided that you:
 - a. You have used the services in accordance with its documentation and the terms and conditions of this website;
 - b. You have promptly notify us in writing of any such ip claim within fourteen (14) days of being aware of such a claim or potential claim; and
 - c. You agree to fully cooperate with us in the investigation of the ip claim and allow us to control and direct, preparation, defence and settlement as it deems fit without any need for further consultation with you.
3. Following notice of an ip claim or any facts which may give rise to such ip claim, we may, in our sole discretion and at our option do the following but (save and except such ip claim would have been avoided by your non combined or independent use of the services)
 - (a) procure for you the right to continue to use the services,
 - (b) replace the services, or
 - (c) modify the services to make it non-infringing. If we determine that it is not commercially reasonable to perform any of these alternatives, we shall have the option to terminate this agreement
4. Subject to the above, website owner shall pay any final award of damages assessed against you resulting from such ip claim, including any awarded costs and solicitors'

fees, or any settlement amount agreed to by us in writing save that we will not be responsible for any settlement we do not approve in writing prior to such settlement.

5. Notwithstanding anything else herein to the contrary, the foregoing states the website owner's entire liability and your sole and exclusive remedy for infringement of intellectual property rights or allegations thereof.
6. You agree to only submit your data and other information to a service if you have the right to reproduce, disclose, and distribute such information. You agree that we, in our sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website) for the purpose of advertising or publicizing your use of the service.
7. You agree to defend, indemnify, and hold harmless the website owner for any third party claim brought against website owner alleging that your data and the material you submitted to the website infringes the intellectual property laws or rights of others ("improper content claim"). In the event of third party claim, we shall
 - (i) promptly notify you in writing of any such improper content claim;
 - (ii) permit you to control and direct the investigation, preparation, defence and settlement of the claim; and
 - (iii) provide reasonable assistance and cooperate with you in the defence of same, at your expense.

Termination and cancellation

1. The subscription to the website for the period stated shall continue unless terminated by the buyer or the website owner as the case maybe. Any notice to terminate must be in writing and received by us thirty (30) days prior to the termination by buyer.
2. You may terminate this agreement (along with your use of the service) if you are dissatisfied with the service or with any term, condition, rule, policy, guideline or practice of the website owner in operating the service. Your sole and exclusive remedy in case of such termination is to discontinue using the service.
3. You acknowledge and agree that we reserve our rights to terminate, cancel or suspend your subscription and /or the services in whole or part (not limited to) with or without notice where
 - a. You are in breach or in potential breach of the terms and conditions herein, any regulatory requirements, guidelines or any applicable law;

- b. Upon your insolvency, requests by law enforcement or other government agencies;
 - c. On your request to discontinue use of the services;
 - d. It is reasonable to do so to protect the buyer, seller, website owner, website and/or services as the case maybe from any potential confidentiality, security, legal risk or other risks;
 - e. We have any reasonable grounds to belief that the account should be terminated.
4. We also reserve the right to withdraw the services or any part thereof at any time without notice and we shall not be obliged to provide any explanation for the withdrawal.

Warranties, disclaimers, indemnity & limitations

1. Website owner warrants that it has full power and authority to provide you the services and to grant you the rights granted herein. To make a claim that service fails to comply with the warranty, you must identify the non-conformity in a written notice delivered to us within thirty (30) days of first use of the service. Your sole and exclusive remedy, and our entire liability for breach of this limited warranty shall be the correction of the warranted nonconformity in the service.
2. You expressly understand and agree that:
 - a. Use of the website and the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Website owner, its subsidiary and related companies, affiliates, officers, employees, agents, partners, licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement in connection with the website, any material therein, the services and in relation to any trading partner you deal with.
3. You acknowledge that the website owner, its subsidiary and related companies, affiliates, officers, employees, agents, partners, licensors, other buyers and sellers make no warranty that
 - a. The service will meet your requirements;
 - b. The service will be uninterrupted, timely, secure or error-free;
 - c. The service will be accessible at any time or at all times via the channel selected or used by you,

- d. The materials or the results that may be obtained from the use of the service will be accurate or reliable;
 - e. Timeliness of payment, the description, delivery, fitness for purpose or the quality of any product or the price payable or any discretionary credit received will meet your expectations;
 - f. Any errors in the software will be corrected; or
 - g. Any trading partner you are dealing with has no financial, operational, legal, reputational compliance or other risk; and
 - h. That any transaction will be completed.
4. Any material downloaded or otherwise obtained through the use of the service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or equipment or loss or recovery of data that results from the download of any such material.
- a. You understand and accept the transaction risks involved and shall carry out due diligence to meet your risk appetite and undertake the necessary risk management steps before subscribing to the services.
5. You agree that you will not hold the website owner or our affiliates and agents liable for any losses, damages, claims, liabilities, costs or expenses arising from any transactions, including any breach, partial performance or non-performance of the transaction by the other party to the transaction or any cancellation or withdrawal of the services, products or transaction.
6. You agree to indemnify website owner and its affiliates, employees, directors, officers, agents partners, sellers, other
7. Actual, special, incidental or consequential damages) arising out of or in connection with such transaction.
8. The website owner reserves the right, at its own discretion, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with website owner in asserting any available defences.
9. You expressly understand and agree that notwithstanding anything else stated to the contrary, website owner, its subsidiary or related company, affiliate, officer, agent, employee, other buyers and sellers shall not be liable to you for any direct, indirect,

incidental, special, consequential or exemplary damages, or for any loss of profits, goodwill, use, data, reputation, business disruptions or other intangible losses, regardless of whether it has been advised of the possibility of such damages, resulting from:

- a. The service, the materials and the products;
 - b. The use or the inability to use the service or website;
 - c. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
 - d. Fraud, unauthorized access to, alteration or loss of your transaction transmissions documents or data;
 - e. Statements made, references or ratings given, delisting, suspension or conduct of any party on the website in connection with the service
 - f. Use made by any party of any material transmitted or made available through the service;
 - g. Any goods or services disposed off or messages sent or received using the service;
 - h. Website owner's compliance with the terms and conditions on the website, requirements by any third party or any legal regulatory or other applicable authority; or
10. The transaction risks and any other matter relating to the website, website owner, service, the materials or the products.
11. Nothing in this terms and conditions shall limit our liability for death or personal injury resulting from our gross negligence or wilful misconduct.

Notices

1. All notices sent to the other party must be in english language and be in writing
2. Any notices issued by us to you, shall be sent by email to you to the designated email address provided by you during the registration process and shall constitute proper notice under these terms and conditions. You agree to keep us updated on any changes to the designated email addresses. Website owner shall be under no obligation to verify

Email fax or telephone numbers provided by you or to confirm receipt of the notice. All legal notice shall be sent to your latest registered business address.

3. Any notices to be sent to us shall be sent as follows:

- a. For legal notice by registered mail to our registered company address;
- b. For other notice by registered mail to the attention of designated officer as below:
attention: lakshman das, chief operating officer

No. 27, 3Rd floor,
Jalan lgsb 1/2, pusat komersial lgsb,
Off jalan hospital sg.Buloh,
47000 sg.Buloh, selangor
Email: lakshman@lapasar.Com

4. For ip claims, by registered mail to the attention of the designated office as below:

Attention: thinesh kumar, chief executive officer
No. 27, 3Rd floor,
Jalan lgsb 1/2, pusat komersial lgsb,
Off jalan hospital sg.Buloh,
47000 sg.Buloh, selangor
Email: thinesh@lapasar.Com

5. With the following information:

- a. The name and contact information of the complaining party,
- b. Sufficient information to identify the intellectual property work or works,
- c. The allegedly infringing material and its location on website or service,
- d. A statement by the rights holder that it has a good faith belief that there is no legal basis for the use of the materials complained of,
- e. A statement of the accuracy of the notification and, under penalty of perjury, that the complaining party is authorized to act on behalf of the rights holder, and
- f. The notification must be signed physically or using an electronic signature by the rights holder or person authorized to act on behalf of the holder of the exclusive right that is allegedly infringed.

6. Any notice sent by email shall not be binding unless acknowledged receipt by us

General provisions

1. Entire agreement. All terms and conditions incorporated by reference including addendums, appendixes, annexures, codes, guidelines and policies to these terms and conditions shall all form an integral part of this agreement herein and shall bind the buyer and seller respectively as the case maybe. These terms and conditions constitute of the entire agreement between you and us and govern your use of the services, superseding any prior understandings, statements, representations and agreements between us in relation to the service. In the event of any discrepancies between the terms and conditions and any specific provisions in the appendixes or addendums, the specific terms shall override the general clauses.
2. Each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by this agreement.
3. Choice of law and forum. These services may only be accessed in malaysia. These terms and conditions, the services and the relationship between you and website owner shall be governed by the laws of malaysia without regard to its conflict of law provisions. You agree to submit to the non-exclusive jurisdiction of the courts of malaysia.
4. Mediation. We shall at our sole discretion and without any liability decide to mediate any disputes arising between buyer, seller and/or third parties and give effect to any decision arrived at by the parties. In the event we agree to mediate the dispute, the parties shall bear any additional charges and costs imposed by us.
5. Alternative dispute resolution. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof between buyer or seller as the case maybe, with us, shall be decided by arbitration in accordance with the rules for arbitration of the kuala lumpur regional centre for arbitration.
 - a. The appointing authority shall be the kuala lumpur regional centre for arbitration.
 - b. The number of arbitrators shall be one (1).
 - c. The place of arbitration shall be kuala lumpur.
 - d. The Language(S) To Be Used In The Arbitration Proceedings Shall Be English.
 - e. The Law Applicable To This Contract Shall Be That Of Malaysia.

6. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by conciliation / mediation in accordance with the rules for conciliation of the Kuala Lumpur Regional Centre for Arbitration
7. Website owner's records. In case of any dispute in connection with any transaction, the services, this agreement or the website, the records of website owner's shall take precedence and be conclusive.
8. Waiver and severability of terms. Our failure to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. If any provision herein is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and to construe these terms and conditions to the maximum extent permitted by law so as to render that provision valid and enforceable, and all other provisions herein remain in full force and effect.
9. No right of survivorship and non-transferability. You agree that your account is non-transferable and any rights to your username and password within your account shall cease upon termination of this agreement. We may from time to time assign or delegate certain of our rights and responsibilities to independent contractors or third parties who will be bound by the same terms and conditions as herein stated.
10. Statute of limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the services or these terms and condition must be filed within one (1) year after such claim or cause of action arose or be forever barred.
11. Taxes and other obligations. Unless stated otherwise, all prices, fees, charges or such other payments due under this agreement are exclusive of the cost of shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage. You are responsible for paying all such taxes, government charges and complying with such other obligations and all reasonable expenses and solicitor's fees we incur collecting late or defaulted amounts.
12. English version prevails. In the event that these terms and conditions are translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.

Appendix 1: service offerings

Introduction of service

1.1 Website owner provides b2b e-sourcing website (“website”) which allows web-based and secure business-to-business purchasing activities, negotiations and communications between the buyer company (“buyer”) and the suppliers (“seller”).

1.2 The buyer and seller agree to be bound by the following additional terms.

Provisions of services for buyers

1.1 The website offers sellers with the following major services:

- Dashboard
- Manage users
- Manage location
- Manage workflow
- Manage order
- Reports
- Marketplace access
- My profile
- Update password
- View audit log
- Category setting

Rating

2.1 Rating a seller is made mandatory in this website. A buyer rates a seller based on two focus areas, which are:

- Product quality
- Delivery

2.2 Final ratings of a seller is calculated by website algorithm which will average out the total ratings given by various buyers. The website or website owner is not responsible for any sort of ratings provided in the website, as it is the sole discretion of a buyer to rate a seller.

2.3 All ratings are only made by a buyer upon receiving the products from a seller

De-listing

2.5 There is one type of delisting in the website:

A. Website owner delisting:

The Website Owner Can Decide to Delist a Seller at Any Point Without Being Obligated to Provide Justifications of Action.

Support

1. Support Will Be Given in the Form of E-mail & Phone by Website Support Team. This Support Will Cover Consultancy on the Website Clarifications/technical Support for the Users.
2. Buyer and Sellers Users May Always Contact Website Support Team in Settling Technical Infrastructure and Website Server Problems Arising During Use of the Website and May Inform Malfunctions. Website Support Team Shall Render Assistance Service During Working Hours from 9.00am to 6.00pm at Gmt+8 in Case of Any Problems and Errors.
3. Further Consultancy Advice on the Successful Running of Processes Can Be Given During the Course of an Activity as Long as This Is Deemed Reasonable. Website Owner Reserves the Right to Ask for Further Payment for Consultancy Advice Where This Activity Is Deemed Excessive. Any Additional Payment for Consultancy Advice Shall Not Be Incurred Without a Signed Agreement from Both Parties.

*information on Services Available Appearing on This Appendix 1 May Change from Time to Time. Buyers and Sellers Shall Be Responsible to Ensure That They Are Aware of the Current Applicable List of Services. Terms Applicable to Each Service Is Set Out Separately and Deemed Accepted Upon Use of the Services

Appendix 2: Payments

1. definition

'administrative Fee' Means an Amount Due and Payable by the Buyer to the Website Owner for Administering Each Transaction Between the Buyer and Seller Via

- Internet Banking

At the Moment There Will Be No Charges for Buyers to Use the System Besides Paying for the Products Bought Via the Website.

Payment Cycle

Buyers Are to Pay Us Within 30 Days of Purchase and for Buyers Who Do Not Have Pre-approved Line of Credit Would Have to Pay Us Before Delivery.

General

The terms on appearing on this appendix 2 may change from time to time. Buyers and sellers shall be responsible to ensure that they are aware of the current applicable payment terms applicable to each service which are set out separately and deemed accepted upon use of the services

Appendix 3: cancellation policy

1. An order can only be cancelled by the website administrators. can only be made under the following circumstances:
 - The order made has not exceeded 6 hours
 - There is no stock for the ordered item
 - Discontinued product line
 - Any other reasons that the website administrators deem reasonable
2. A cancellation request can be made by emailing the order batch id and order id to wecare@lapasar.Com by requesting the .

Appendix 4: delivery policy

Tracking orders

All buyers can track their orders via their buyer dashboard page by logging in at <http://app.Lapasar.Com/buyers/>. The sellers are able to update their respective buyers on every order's shipping status by updating the buyer's with shipment tracking number, delivery company and date the order was fulfilled. It is the seller's responsibility to update this information. If you do not have a status updated on shipment 2 days from the date of order, please drop an email at wecare@lapasar.Com.

When a delivery status is updated by the seller and they have used a third party delivery company and you have used the third parties' page to track and information is not available, check again in 24 hours to see if it has been updated. Sometimes it can take up to 24 hours for information to be updated in delivery tracking sites.

Lapasar delivery services does not deliver the following items:

- Corrosives – acids, alkalis, wet cell batteries, mercury and apparatus containing mercury.

- Compressed gasses – flammable, non-flammable or poisonous such as camping gas, butane, propane, oxygen and aqualung cylinders.
- Poisonous and toxic substances – arsenic, cyanides, insecticides and weed killers.
- Explosives – munitions, fireworks and flares.
- Miscellaneous – dry ice, heat producing articles and engines.
- Infectious substances – bacteria, virus and cultures.
- Flammable liquids – lighter and heating fuels, petrol and turpentine.
- Organic peroxides – bleaching powders and peroxides.
- Radioactive materials
- Matches and articles easily ignited – disposable lighters, refills and book matches.
- Oxidizing materials – pool chemicals, fibreglass and repair kits.
- Other dangerous articles – magnetized material

Delivery time

All sellers are allowed to declare a specific lead time of shipment for all their listings on the marketplace. The sellers set those delivery terms according to the availability of stock or how fast they could receive stock. For deliveries handled by the sellers themselves, it should be in accordance to the delivery lead time declared on the marketplace. If you have not received your shipment as per the lead time given, please drop an email at wecare@lapasar.Com and we shall launch an investigation as to why it has not been received.

Appendix 5: privacy & data policy

We take our buyers and sellers personal information very seriously and will only use them in accordance to what is stated below.

We take our user's privacy very seriously as data protection is a matter of trust. In conjunction to that, your personal data will only be used for matters stated in this policy. We will only collect information where it is necessary for us to do so and we will only collect information if it is relevant to our dealings with you. You can always visit our landing page and marketplace while remaining completely anonymous. We can only track you if you are a registered user with an id and a password.

If you have any comments or suggestions, contact us at our address or by emailing us at wecare@lapasar.Com.

Collection of personal information

Lapasar does not practice selling or sharing personal data with any unrelated third parties and rest assured the data collected on our website is only used for necessary activities carried out by us in terms of website operations and internal use only.

When you create a lapasar account the personal information we collect may include your:

- Name
- Delivery address
- Email address
- Telephone number
- Mobile number

The personal information we collect from you will be used in some or all of the following ways:

- To arrange delivery for the products you have purchased on lapasar
- To keep you updated on the delivery status of your products and for customer support purposes.
- To provide you with relevant product information
- To process your orders and to provide you with the services and information offered through our website and which you request.

We may pass your name and deliver on to an outsider keeping in mind the end goal to make conveyance of the item to you (for instance to our dispatch or dealer).

When you enrol as a client on lapasar site, we will likewise utilize your own data to send you advertising as well as special materials every now and then. You can withdraw from promoting data whenever by utilizing the withdraw work inside the electronic advertising material.

Your real request points of interest might be put away with us however for security reasons can't be recovered specifically by us. Be that as it may, you may get to this data by signing into your record on the site. Here you can see the points of interest of your requests that have been finished, those which are open and those which are present to be dispatched and manage your address subtle elements, and any bulletin to which you may have subscribed. You embrace to treat the individual access information privately and not make it accessible to unapproved outsiders. We can't expect any risk for abuse of passwords unless this abuse is our blame.

Refreshing your personal information

You can refresh your own data whenever by getting to your record on lapasar site.

Security of your personal information

Lapasar guarantees that all data gathered will be securely and safely put away. We secure your own data by:

- Restricting access to individual data

- Securely destroying your own data when it's never again required for our record maintenance purposes

Revelation of personal information

We won't impart your data to some other associations other than related organizations and those outsiders straightforwardly identified with the conveyance of the items you have obtained from lapasar site. In uncommon conditions lapasar might be required to unveil Individual data, for example, when there are grounds to trust that the revelation is important to keep a danger to life or wellbeing, or for law authorization purposes. Lapasar is focused on consenting to the privacy act and the national privacy standards.

We may however utilize your contact data to send bulletins from us and from our related organizations. On the off chance that you trust that your security has been broken by lapasar please get in touch with us at wecare@lapasar.Com and we will resolve the issue.

Gathering of computer data

When you visit lapasar, our organization servers will naturally record data that your program sends at whatever point you visit a site. This information may include:

- Your pc's ip address
- Browser sort
- Webpage you were going by before you went to our website
- The pages with in lapasar you visit
- The time spent on those pages, things and data scanned for on our site, get to times and dates, and different measurements.

This data is gathered for investigation and assessment with a specific end goal to enable us to enhance our site and the administrations and items we give. This information won't be utilized as a part of relationship with whatever other individual data.

Changes to the privacy and data policy

Lapasar claims all authority to adjust and change the privacy and data policy whenever. Any progressions to this strategy will be distributed on our site.

Objections about breaches of security

On the off chance that you are not happy with the route in which we handle your enquiry or objection, kindly don't delay to get in touch with us at wecare@lapasar.Com.

Appendix 6: return & refund policy

Lapasar allows each seller on our platform to specify the number of days they accept returns for each of their products after delivery has been made. On the marketplace, each product will have the return information specified and the buyers should take note of this. If the “returns” is not specified, that particular product does not have returns and buyers may not request a return after delivery.

To be eligible for a return, the items purchased must be in the same condition that you received it. It must also be in the original packaging. Several types of goods are exempt from being returned. Perishable goods such as food, flowers, newspapers or magazines cannot be returned. We also do not accept products that are intimate or sanitary goods, hazardous materials, or flammable liquids or gases.

To complete your return, you would be required to email us at wecare@lapasar.com with a proof of purchase and the reason you are requesting for the return of the purchased product. Lapasar will then get into discussions with the seller and advise the buyer on the outcome. However, lapasar does not guarantee any desired outcome that the buyer or seller might want as the returns of every good is specified by the seller and is known to the buyer. Lapasar acts as a mediator to handle returns.

Please do not send your purchase back to the manufacturer.

The cost of shipping for the returns shall be borne by either the buyer or seller depending on the outcome of discussion held between the seller, buyer and lapasar on a case to case return request. In whichever case, goods shall be shipped from the buyer to the seller’s premises directly or a pick up may be arranged.

Refunds (if applicable)

Once your return is received and inspected, lapasar or the seller will send you an email to notify you that we have received your returned item. There maybe two outcomes to every return:

- The seller decides to replace the returned items with a new one
- The seller decides to give a refund should the seller decide to replace the returned item with a new one, the seller will then arrange the delivery back to buyer and the cost of shipping shall be absorbed by the seller.

If the seller decides to process a refund, the full amount paid by buyer shall be refunded by the seller directly to the buyer via whichever means which is agreed by the buyer and seller. Lapasar will have no direct decision making role in the refund decision and all responsibility will be held by the seller in this decision.

Lapasar will not refund the commission charges to the seller in the case of a refund to buyer. If the refund request is raised before the money reaches our account, we shall process the refund

directly into the buyer's account. If the refund is requested after money has been dispersed to the seller's account, the seller shall reimburse full amount into buyer's account directly.