

Omnimerce MiniProgram Terms of Services

DEFINITIONS

In this Term of Services, the following terms shall have corresponding definitions herein:

Business Day means any day except any Saturday, any Sunday and any day which is a public holiday in Malaysia.

Calendar Day refers to ordinary day of the calendar.

Confidential Information refers to information that is not publicly available and such information obtained and exchanged between Parties in the course of accessing and engagement of the Service, our products and features thereto reasonably expected by the Parties to be confidential in nature.

Data refers to all data and information owned, licensed, held, exchanged or created by you or relevant Parties that are processed, shared, disclosed, exchanged or kept in the course of the Service.

Charges means the applicable payment of fee for the Service, the purchases of goods or services you with respective Merchant, as the case may be.

Force Majeure means such acts of God, strikes, quarantine, pandemics, state of war, riots, embargoes, power outage, breakdown of internet service, government restraint or regulation and anything which is not reasonably within the control of any party rendering the performance of the Service no longer possible.

Intellectual Property and/or **Intellectual Property Rights** refers to such legal and proprietary rights to intellectual inventions and works, including but not limited to logos, designs, data and databases, confidential information, trade secret, know-how, computer software and data of the proprietor and/or creator, as accorded and recognized in law.

Merchant means such person that provides commercial products or services merchantable to you by Service herein.

Omnimerce refers to the supply chain solutions developed by WITO Technology Sdn Bhd.

Party or **Parties** refers to such Person providing, accessing, using and/or engaging our Service and product and features referred in this Terms of Services, including the permitted assigns of the Party.

Person includes an individual in person and any legal entity incorporated according to law and recognized in law.

Personal information means such information personal to the Person herein.

Personnel includes representatives, employees, contractors and agents of a Party.

Points refer and denotes such rewards to customer assigned and designated by the Merchant in any of their reward programme for activities set by the Merchant.

Privacy Policy means our privacy policy available from time to time at [here].

Service means the services herein and features thereto from this MiniProgram applications, as offered by us from time to time at the terms and conditions herein.

Tax or **Taxes** means such all applicable taxes at federal, state or local as applicable under the law.

Terms refers to all the terms and conditions herein.

Underlying Systems means all the (inclusive of third party's) solutions, application, software, systems and networks (including hardware) used to provide the Service.

Wito means Wito Technology Sdn Bhd including its related entities or subsidiaries as the case may be.

(All words in the singular include the plural and vice versa).

GENERAL

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- 1.1 By registering an account herein, accessing and/or subscribing to the Service (whether in part or in full, for trial or otherwise, for commercial purposes or otherwise), you expressly agree to be bound by all our Terms and these Terms shall constitute a legally binding agreement.
- 1.2 We reserve the full rights and discretion to deny, reject, refuse or postpone Services to any Person at any time without any reason.
- 1.3 In the event of Force Majeure, no party is liable to the other for any failure to perform its obligations, whether wholly or partially, under these Terms.
- 1.4 Unless otherwise expressly stipulated herein, the applicable law for the Terms herein shall be Malaysian law and the Parties submit to the exclusive jurisdiction of the Malaysian courts.
- 1.5 The applicable data protection laws, Personal Data Protection Act 2010 shall be applicable.
- 1.6 WITO Technology Sdn Bhd reserves the right to update and modify the Terms at any time without further notice. By continuing the subscription and/or accessing the Service herein after updates to the Terms have been posted, you expressly agree to the new Terms as applicable. Any updates to the Terms is available at [here].
- 1.7 If any part or provision of these Terms has become unenforceable or invalid by law, that part or provision shall be modified to the extent not affecting the remainder part of the provision itself or these Terms. If modification is not possible, the part or provision must be treated for all purposes as removed altogether.
- 1.8 Nothing in this Terms create or implies any joint venture, agency, trust or partnership relationship between the Parties and all Parties shall remain as independent contractor.
- 1.9 The Terms herein shall supersede any arrangement, representation or exchanges made prior between the Parties.
- 1.10 All notices or enquires can be directed to enquiry@omnimerce.io.
- 1.11 You expressly agree and acknowledge that all dealings with the Merchant through the Service, are the sole responsibility of you and the respective Merchant. We give no assurance, undertaking, guarantees, warranties or representations, whether express or implied, in relations to the items, products, services sold, purchased, introduced or recommended through the Service.

SERVICE & AVAILABILITY

- 2.1 Our Service is non-exclusive and we have the right to provide the Service to any other person.
- 2.2 We shall apply reasonable efforts to provide the Service, using reasonable care, skill and diligence with personnel deemed qualified by us.
- 2.3 You expressly agree and acknowledge that the Service may inter-operates with various third party services and features and we do not make any warranties or representations on this third party services. For avoidance of doubt, we reserve the sole discretion to cease availability of any third party services or features at no liability to you and without any further notice.
- 2.4 Any use of such third party services offered or integrated herein is entirely at your own risk and your expressly assume the responsibility to further read the terms and conditions to such third party services by the third party which may be made available at their website.
- 2.5 We strive to keep the Services up and running. However, as in any online services requiring network connection there may be unlikely occasional disruptions for a variety of reason. We are not liable for any disruption or loss you may suffer as a result thereto.

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2.2 We reserve the right to refuse and/or suspend Service to anyone for any reason at any time.

UPDATES

- 3.1 You may be required to update the software to continue access to our Service or the features thereto. All updates made available are subject to the Terms herein.
- 3.2 By continuing subscription with us and/or continuing access to our software, you consent for us to automatically check your version of the software and download software updates or configuration changes, where applicable and necessary.
- 3.3 Subject to compliances of the Terms herein, we may suspend, decline and or refuse updates to software.
- 3.4 We do not guarantee in any manner that updates is compatible with your software system but we welcome feedback at support@omnimerce.io on the matter and will strive to resolve the incompatibility, if any.

USING THIRD PARTY APPS AND SERVICES

- 4.1 We may integrate Third Party Apps or services and you agree to be bound by the terms and conditions of the Third Party Apps or services. To the extent permitted under the Terms, we shall not be liable for information and services provided by the Third Party Apps.
- 4.2 You expressly agree and acknowledge that Third Party Apps shall be treated as independent contractor and we shall not be held liable for any infringement or losses arising from the use of the Third Party Apps or services.

CODE OF CONDUCT

- 5.1 By subscribing and/or accessing to our Service, you (and your authorized representatives) agree to adhere to the following code of conduct:
 - (a) Never engage in activity that is fraudulent, false or misleading abusing the Service;
 - (b) Never circumvent any restrictions on access to, usage or availability of the Service, its products and/or features;
 - (c) Never engage in activity that violates the privacy or data protection rights of others;
 - (d) Never engage in activity that violates the licenses granted by the respective licensor(s) in the Service, products and features;
 - (e) To access and use the Service and features according to recommendation by us;
 - (f) Not use, or misuse, the Service in a manner which may impair and/or jeopardise the operation of the Service;
 - (g) Not to undermine or do any act which undermine the security and integrity of the Underlying System;
 - (h) To provide true and accurate information in all your transaction and dealings in the Service, including updating such information as and when needed; and
 - (i) To use the Service in accordance with the guidelines and procedures as issued by us from time to time.
- 5.2 You agree to assume full responsibility and liability for, and to indemnify and hold harmless us and/or our personnel from, any damage or loss suffered by us, our personnel, yourself,

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other user of the Service and/or any third party as a result of or in connection with a breach of any of this code of conduct.

PRIVACY

- 6.1 The Service, products and/or feature may collect and/or retain data from you necessary for functionality purposes, user improvement purposes, security and backup purposes, through interactions with our Service including for our internal research and product development purposes and to conduct statistical analysis.
- 6.2 By continuing subscribing and/or accessing the Service, products and features, you consent to the above and acknowledge that the data collected and/or retained will be processed in accordance with the personal data protection laws herein.
- 6.3 You are responsible for procuring all other necessary consents required for you to use, store and input Data into, and process and distribute Data through, the Service.
- 6.4 Whereby a Data is collected, processed or retained by Merchant or a necessary third party, you expressly agreed to assume the terms and conditions of the Merchant or third party independent of this Terms, where applicable, and WITO Technology shall not be liable thereto for any infringement.
- 6.5 Notwithstanding anything herein, you may according to the Personal Data Protection Act 2010 withdraw your consent by sending us a notice of withdrawal at support@omnimerce.io and we shall take necessary steps to give effect to such withdrawal.

CONFIDENTIALITY

- 7.1 Each party must preserve the confidentiality of information obtained, exchanged or processed through the necessary engagement arising from the use of the Service, product and/or feature and/or arising from the Terms herein, including maintaining adequate security measures to safeguard the confidentiality.
- 7.2 Unless otherwise stipulated or agreed, the confidentiality duty shall survive the termination of any subscription or license or access granted related herein, as the case may be.
- 7.3 The obligation of confidentiality above does not apply to any disclosure or use of Confidential Information:
 - (a) compelled or required by law including any court order or legal compliances with regulatory authority in a competent jurisdiction to the extent so ordered or required only;
 - (b) which has become publicly available through no fault of the recipient of the Confidential Information; or
 - (c) which is approved in writing by the disclosing party from such confidentiality.

INTELLECTUAL PROPERTY

- 8.1 The Intellectual Property Rights of the Service and its Underlying System remains the property of the Wito.
- 8.2 The Intellectual Property Rights to other Intellectual Property remains the property of the respective Parties, as the case may be.
- 8.3 You expressly grants us, the Merchant and necessary third parties, a worldwide, transferable, irrevocable license to use, store, copy, modify, process, transfer and communicate the Data for the purposes in connection with the Services and Terms herein, in accordance with the Terms.

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- 8.4 Further to above, where applicable, you expressly grants us royalty-free, transferable, irrevocable license to use for own business purposes, to the extent not owned by us, such know-how, ideas, techniques used by us, including such statistics and analysis derived from the Data, in the provision of the Service.

CHARGES

- 9.1 You acknowledge and agree to pay us the applicable Charges for all transaction made with the Merchant, together with any applicable Taxes. Charges made are not refundable in general and subject to our refund policy, which is available at [here].
- 9.2 You are responsible for all applicable Taxes that arise from the use of the Service and any transactions with the Merchant.
- 9.3 You agree to pay the Charges immediately when you confirm a transaction with the Merchant using the method of payments made available by us from time to time.
- 9.4 You expressly acknowledge we may receive a percentage of sharing from the revenue generated by the Merchant through your use of the Service.

REWARD PROGRAMME

- 10.1 Merchant may offer independent reward programme, at their respective full and sole discretion, offering Points to you for transactions concluded through the Service.
- 10.2 We assume no responsibility, no warranties and no representations to the independent reward programme and all matter pertaining to the reward programme shall be privy between you and the respective Merchant. Any enquiries, dispute, redemptions shall be directed to the respective Merchant.
- 10.3 The Points offered, structure to the Points, expiry of the Points, term and conditions of the Points are at the sole discretion of the respective Merchant.
- 10.4 We bear no responsibility for any matter related to the Points or the independent reward programme by the Merchant.

SUSPENSION & TERMINATION

- 11.1 We may with or without prior notice and without prejudice to other rights and remedy entitled thereto to us, restrict and/or suspend access to the Service, product and/or feature if we are of the opinion and in our sole discretion that:
- (a) you or your authorized representative compromised, undermined or attempted the same, the security and/ or integrity of the Service, product or feature or Underlying System; or
 - (b) you or your authorized representative used, or attempted to use the Service for improper illegal purposes; or
 - (c) Data that breaches or may breach these Terms or any third party's rights is transmitted, inputted or stored in our software, whether such breaches is proven or anticipated; or
 - (d) otherwise breaches of these Terms.
- 11.2 The suspension may continue at the discretion of WITO Technology Sdn Bhd and/or the Merchant and may result in termination or continuation of Services at the sole discretion of WITO Technology Sdn Bhd and/or Merchant after the necessary investigation.

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- 11.3 No compensation is payable as a result of suspension or termination for whatever reason, including refund of any Charges that have already paid.
- 11.4 Termination or expiry thereto shall not affect either party's rights and obligations that accrued before that termination or expiration.
- 11.5 Either party may, by notice to the other party, immediately terminate these Terms if the other party:
 - (a) breaches any material provision of these Terms and the breach is not remedied within 7 Calendar Days from such notice to remedy (if request to be remedied); or
 - (b) becomes insolvent, liquidated or bankrupt as the case may be, has an administrator, receiver, liquidator on file or becomes subject to any form of insolvency or administration process, or ceases to continue business altogether.
- 11.6 On termination, you must pay all Charges payable for transactions made with any Merchant prior to the termination.

WARRANTIES

- 12.1 We provide no warranty on the fault-free and downtime-free associated with usual computer and telecommunications system and infrastructures and you expressly acknowledge and accept that computer and telecommunications system and infrastructure are not fault-free and occasional periods of downtime may occur for reasons not within party's control or anticipation.
- 12.2 You expressly accept that all warranties herein are subject to the use of Services on 'At Your Own Risk' and "As Is" basis and nor do we guarantee that the Services will be uninterrupted, timely, secure or error-free.
- 12.3 In regards to third party services , you acknowledge we provide no warranty to the performance, reliability and availability of such services and further acknowledge that we have no control over such third party services while we may disable or suspend any such third party services at our full and sole discretion as deems fit, without further notice. WITO Technology Sdn Bhd shall not be liable for disablement or suspension of access to any third party services.
- 12.4 You represent and warrant to us the Data transmitted, inputted or stored in the course of accessing or using the Services does not breach or infringe any third party rights (including Intellectual Property Rights and privacy rights).
- 12.5 We provide no warranty on the accuracy of any Data required for the Services performance. You expressly acknowledge the accuracy of such Data input or required for the Services are your sole responsibility and expressly assume the risk associated with inaccuracy of any Data which may affect the performance of the Services.
- 12.6 We further make no warranties on the quality of the product or services by the Merchant nor on the fitness of such product or services for a particular purposes.
- 12.7 Subject to the terms and conditions herein, our warranties are limited as set out in this Terms and all other guarantees or warranties whether expressly or implied by statute or in law are expressly excluded , and to the extent that they cannot be excluded, liability is limited to RM200.

LIMITATION OF LIABILITY

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13.1 Our liability is limited:

- (a) as set out in these Terms and warranties;
- (b) whereby not covered by the Terms and warranties herein, limited as allowed and afforded in law by the respective laws, rules and regulations;
- (c) notwithstanding the above, our liability shall be limited to RM200.

13.2 To the extent permitted by the applicable law, you may not claim:

- (i) consequential losses or damages;
- (ii) loss of actual and/or anticipated profits, whether direct or otherwise;
- (iii) loss of actual or anticipated income, whether direct or otherwise; and
- (v) special, indirect, incidental or punitive losses or damages.

13.3 In relations to Merchant and third party services, you agree to indemnify and hold us and our employees, officers, directors, and agents, harmless from any claim or demand arising out of your use of the Merchant or third party service or your relationship with the Merchant or athird party provider, including reasonable solicitor' fees.

13.4 WITO Technology Sdn Bhd shall not be liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond our reasonable control. WITO Technology Sdn Bhd will endeavour to minimise the effects of any of these events on its obligations, on a reasonable basis and effort.