

# **IMP TERMS OF USE**

## **1. THE TERMS AND CONDITIONS OF USE OF IMP**

- a. Please read these terms and conditions (“Terms and Conditions”) carefully as they apply to your use of Innovix Marketplace (“IMP” or “Marketplace”). This is a binding agreement between the user (“you” or “yourself” or “your” or “Registered User” or the “Visitor”) and TEC D DISTRIBUTION (MALAYSIA) SDN BHD (“TEC D” or “we” or “us” or “our”). These Terms and Conditions apply to your access and use of the Marketplace including but not limited to your purchase of any products and/or services, browsing through the Marketplace for any data/applications, information, updates made available to you in this Marketplace.
- b. If you intend to browse/use the Marketplace either with or without any User Login ID, such use is also governed by these Terms and Conditions, wherever applicable.
- c. By indicating the assent to these Terms and Conditions in checking the box (or similar action) when you submit the application to be an user and/or accessing, downloading and/or using the information and/or materials contained in or published on from this Marketplace, you acknowledge that you have read and understood these Terms and Conditions, and you agree to be bound by them.
- d. If you are a Visitor, by accessing and/or using the information and/or materials contained in or published on or downloading from this Marketplace, you acknowledge that you have read and understood these Terms and Conditions, and you agree to be bound by them.
- e. We may revise, change and update these Terms and Conditions from time to time. The revised Terms and Conditions will take effect as soon as they are posted. The information and related graphics contained in or published on the Marketplace could include inaccuracies or typographical errors only. We are at liberty to make changes or improvements, and/or update the information described herein at any time. By accessing and using the Marketplace, you agree to be bound by any such revisions in any case.
- f. You agree and consent that information provided by you is accurate, complete and legitimate at all times. You are solely responsible for any non-disclosure, misrepresentation and all resulting consequences. If at any time you decide not to accept any or all of these Terms and Conditions, you must immediately discontinue your access to or use of our Marketplace.

## **2. REGISTRATION**

- a. By registration with us, you will be given a login ID and account details so that you can place order at the Marketplace. You may create more users under your account. Each user will be given different user login details and passwords (“User Login ID”). You are obliged to give updated information and ensure the safekeeping, confidentiality and security of the User Login ID at all times including imposing restrictions on access to the Marketplace via computer or tablets or mobile phone or any devices by your users.

## **3. ACCESS TO THE MARKETPLACE**

- a. You shall ensure that you and the users created by you (collectively, “Registered Users”) will observe these Terms and Conditions at all times. All activities that the Registered Users performed at the Marketplace (including but not limited to placing orders for products and services) shall be taken as duly authorized by you and done on your behalf and you are made fully responsible for all such activities.
- b. Visitor, on the other hand, has no capacity and authority to place Orders for the Products.
- c. In the event where Registered Users are required to provide financial information (including but not limited to bank account details or on-line payment details, or credit card numbers or codes) for services offered in our Marketplace, you hereby consent to the transmission of such information to us, our vendor, supplier, agents and/or representative and authorizes us, our vendor, supplier, agents and/or representative to record, process and store such information as necessary.
- d. Registered Users agree to notify us immediately of any unauthorized transactions associated with the Marketplace including online payment or any other breach of security. We shall not be responsible for any damages arising out of any form of misappropriation or loss of information transmitted from or stored on a mobile phone, tablets, computers or any device or from unauthorized or fraudulent transactions associated with the access and use of the Marketplace.
- e. The access and use of the Marketplace by the Registered User or the Visitor for any content and information transmitted in connection with the Marketplace is limited to the services offered in our Marketplace. The Registered User or the Visitor agrees that his or her use of the Marketplace and any Content must comply with these Terms and Conditions.
- f. Any personal information disclosed by the Registered User, including but not limited to personal information and search queries, may be used or processed by us, our vendor, supplier, agent or representative in order to:
  - i. process the registration;
  - ii. establish the Registered User’s identity;
  - iii. process and deliver the Order;

- iv. facilitate access to and use of the Marketplace;
  - v. confirm, update and enhance the Registered User's records or information;
  - vi. monitor volume or spend information; or
  - vii. web-browsing behavior information; or
  - viii. conduct market research and/or internal statistical analysis (for example in relation to credit, insurance and fraud); or
  - ix. enable you to make purchases or orders at our Marketplace; or
  - x. understand your needs and offer products and services to meet such needs.
- h. For further information in relation to the use and management of the personal information disclosed by the Registered User as stated in the Privacy Policy which can be found by clicking the Privacy Policy link located at the Sitemap section of the Marketplace main page.
- i. You acknowledge that your use of certain parts of the Marketplace may be governed by additional terms and conditions. Where this is the case, you will be notified accordingly, and those additional terms and conditions:
- i. will apply to your use of the relevant parts of the Marketplace in addition to these Terms and Conditions; and
  - ii. will prevail over these Terms and Conditions to the extent of any inconsistency.

## **4. SERVICES**

- a. You acknowledge that we may, in our sole discretion and with or without notice:
- i. vary the services or any part of services offered at the Marketplace; and/or
  - ii. modify or discontinue any services or any part of services offered at the Marketplace.

## **5. MARKETPLACE CONTENT**

- a. All editorial content, graphics, multimedia works and other content at this Marketplace are protected by copyright laws and/or trademark laws and/or other laws and/or international treaties. These works, logos, graphics, sounds or images may not be copied, reproduced or imitated whether in whole or in part, unless expressly permitted by us in writing.

- b. Content on the Marketplace is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, reverse engineered, or otherwise exploited for any other purposes whatsoever (including, without limitation, to create derivative works) without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

## **6. YOUR USE OF THE MARKETPLACE**

- a. We license you to browse the Marketplace and, for informational or personal purposes, to print or download the materials at the Marketplace. No other right is granted. Use for any other purpose is expressly prohibited, unless it is duly authorized by our administrator. Any violation or misuse of the license granted shall result in severe penalties. You must not access the Marketplace or accept the terms of these Terms and Conditions if you are a person who is either barred or otherwise legally prohibited from using the Marketplace or any Product under the laws of Malaysia and/or the export regulations of United States of America as the case may be. If you violate any of the Terms and Conditions, your rights hereunder will immediately terminate and we may terminate your access to the Marketplace or cancel any Orders made of the Products without notice and without refund to you and we disclaim all liabilities in respect of any damage or loss that you may suffer as a result
- b. Notwithstanding the foregoing, we reserve our right, at our sole discretion, to limit or deny you access to or use of the Marketplace or the Product, at any time and for any reason, including for violation of these Terms and Conditions. You will cease and desist from any such access or use immediately upon request by us. If we disable access to your account, you may be prevented from accessing the Marketplace, your account details or any files or other Product that are associated with your account.
- c. You must retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. In particular, you must ensure that the copyright notice below appears in all copies, as follows:

COPYRIGHT NOTICE: "Copyright © 2021 Tec D Distribution (Malaysia) Sdn Bhd (formerly known as Innovix Distribution Sdn Bhd). All rights reserved."

- d. You may not alter, add or modify the materials at the Marketplace in any way, reproduce or publicly display, distribute or otherwise use such materials for any public or unauthorized purpose or for any commercial gain.
- e. You further undertake not to post or transmit to or from the Marketplace any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material which may not be lawfully disseminated under the laws of Malaysia or any other relevant country or that could give rise to any civil or criminal liability under any Applicable Law.

- f. You must not disrupt or interfere with the operation of the Marketplace or servers or other software, hardware or equipment connected to or via the Marketplace, violates any Applicable Law relating to your use of the Marketplace, or collect or store personal data belonging to other users of the Marketplace.
- g. Unless you are duly authorized in writing, you are NOT licensed to use ours, our respective vendors, agents and/or representatives' patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). Other product names, and logos used or displayed on the Marketplace are registered or unregistered trademarks of the respective vendors, agents and/or representatives' mark (collectively, "Marks"), and you are NOT allowed to use those Marks or attempt, or claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent us, our services or Product.

## **7. LINKS AND ADVERTISEMENTS**

- a. Any third party link made available at the Marketplace ("Third Party Link") will allow you to leave the Marketplace. The Third Party Link is NOT owned or under our control and we are NOT responsible for the contents, privacy policies or accuracy of any Third Party Link or any link contained in the Marketplace (including, without limitation, the Marketplace linked through advertisements or through any search engines), or any changes or updates to such Marketplace. We are only providing Third Party Link as a matter of convenience to the users (both Registered Users or Visitor), and such link is not to be implied as an endorsement of the link to the Marketplace.
- b. Some Third Party Link which appears on the Marketplace is automatically generated and may be offensive or inappropriate to some people. The inclusion of any Third Party Link does not imply that we endorse the linked Marketplace, and your use of the Third Party Links is at your own risk.
- c. Your correspondence or dealings with, or participation in promotions of, advertisers on the Marketplace are solely between you and such advertisers. You further acknowledge that we have no control over and we will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of advertisements on the Marketplace and with your use of or reliance of the links and its contents.

## **8. PERSONAL DATA AND COOKIES**

- a. By browsing the Marketplace, you have automatically granted us the required consent to use your personal data/information in accordance with our Privacy Policy. The Privacy Policy can be found by clicking the Privacy Policy link located at the Sitemap section of the Marketplace main page.

- b. While you are browsing of the Marketplace, we may request from your computer for blocks of data known as "cookies". These cookies help us to analyse web traffic and make improvements to the Marketplace. You must not alter any cookies sent to your computer from the Marketplace, and you must ensure that your computer sends correct and accurate cookies in response to any relevant request from the Marketplace.
- c. When you access to the Third Party Link, they may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use and access the Marketplace. The information they collected may be associated with your personal data/information, online activities or behaviour ("Data"). The third party may use such Data to provide you with interest-based advertising or other targeted contents and we do NOT have such control on how the third party uses such Data. We will not be liable for any of claims or damages (direct or indirect) made in respect of the third party action for such collection of your Data.
- d. Notwithstanding the foregoing, if you are using search engine for example Google Chrome to access the Marketplace, feature similar to Google Analytic may be used to obtain Data on the Marketplace. If you do not wish Google or other browser to use your Data, you may install an opt-out browser add-on, which is similar to the Google Analytics opt-out browser add-on or check with your IT professionals. However, even if you have installed the said opt-out add-on we do not guarantee the security of your Data from being exploited.

## **9. DISCLAIMER**

- a. You use the Marketplace at your own risk. You must evaluate, and bear all risks associated with, the use of any Content, including reliance on the accuracy, truthfulness, completeness or usefulness of any Content.
- b. We use our best endeavours to provide you a convenient and functional Marketplace, but we do not provide any warranties that the Content will be error free or that the Marketplace or the server that operates it is free of viruses or other harmful components.
- c. Although we will use reasonable endeavours to maintain the Content, we do not undertake to provide support or maintenance services for the Content. If your use of the Marketplace results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.
- d. Without limiting the above provisions, everything on the Marketplace is provided to you and your customer "as is" and "as available" without representations, warranties or conditions of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement. We exclude all representations and warranties to the fullest extent permissible under any Applicable Law.
- e. We do not make any representations, warranties or conditions about the quality, accuracy, reliability, completeness, currency, or timeliness of the Marketplace or the

Products. Any Product obtained through the use of the Marketplace will be at your own discretion and risk.

- f. If a jurisdiction does not allow the exclusion of implied warranties in accordance with the foregoing, but allows limitations of a certain maximum extent, then we limit our warranties to that extent.
- g. Except as otherwise set out herein, you are not authorized to make any warranty, guarantee, representation or condition, whether written or oral, on behalf of TEC D or any third party provider.

## **10. RESTRICTION**

- a. You will have the non-exclusive right to resell the Products solely as expressly permitted by us or the third party provider and subject to the restrictions set forth herein and associated terms and policies applicable to the Product. All rights, title and interest in the Marketplace and Products not expressly granted to you in these Terms and Conditions are reserved by us and our licensors or the third party providers. Except as set out herein, you may not resell, rent, lease, transmit, communicate, modify, sublicense or transfer or assign your rights to the Marketplace to any third party without our authorization, including with regard to any use of Products that you may obtain through the Marketplace. We may assign these Terms and Conditions or any rights hereunder to any third party without your consent. Use of any tool or feature provided as an authorized part of the Marketplace will not violate this provision so long as you use the tool as specifically permitted and only in the exact manner specified and enabled by the Marketplace. In addition, you will not and will not permit any other person to (directly or indirectly) solicit, market, access or contact the third party providers in efforts to purchase, distribute, resell, or market Product or product that are similar, complementary, related or enhancements to the Product directly or indirectly from such third party providers.

## **11. PLACING ORDER**

- a. By placing any order through this Marketplace you are making an offer to us to purchase the Product at the advertised price and agree to pay delivery charges and transaction fee to us as stated at the Marketplace. All price quoted at the Marketplace are exclusive of any direct and/or indirect taxes that may be imposed by the relevant authorities from time to time, which include but is not limited to any sales tax or similar taxes applicable to or imposed upon such supply of goods unless stated otherwise. However, our final invoice shall include the relevant taxes which shall be payable by you under the law. In the event that a change occurs in governmental laws and regulations concerning taxes and duties payable in respect of the Products and/or services herein, you shall pay us any increase in the said taxes and duties if required for the purpose of compliance of such laws and regulations.

- b. We reserve the right to refuse or cancel any order for any reason at any given time. You may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order.
- c. You acknowledge and agree that from time to time, some items sold in the Marketplace may become out of stock or unavailable and we may not be able to fulfill all or part of your order. If this occurs, we may choose to source the item or contact you within seven (7) Working Days to arrange for a full refund in form of credit note unless otherwise agreed by both parties and your request for different mode of refund shall be made to us immediately within two (2) working days upon us issuing the credit note. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. We will not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.
- d. We reserve the right to withdraw or suspend any items displayed on our Marketplace from sale either temporarily or permanently at any time without notice to you. We shall not be liable to you for any loss you or any third parties suffer as a result of a withdrawal or suspension of availability with respect to that particular Product. It is your obligation to constantly check the availability of the item displayed on our Marketplace.
- e. Where an item which forms an order or part of an order has been withdrawn or suspended from sale and your payment for the item has already been processed, we will use reasonable endeavours to refund any money paid to us in respect of that item within seven (7) Working Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. We are not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.
- f. We shall ensure that we will provide the most accurate pricing information on the Marketplace to our users. We may need to adjust prices for Product due to changes in exchange rates, taxes, duties, freight, levies and purchase costs from time to time without notice to you. If there are any errors, such as cases when the price of an item is not displayed correctly on the Marketplace, we reserve the right to refuse or cancel any order places by you. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card or bank account charged. If such cancellation is made after you have made any payment, we shall refund any money paid to us in respect of the cancellation item within seven (7) Working Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. We are not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.
- g. Where your order is affected by an error on our Marketplace (for example, in relation to a description of goods, an image, price or otherwise), we have the sole discretion to cancel that part of the order and refund accordingly. We will contact you prior to doing so and should you decide to cancel the entire order at this point we will refund your

money. Otherwise, we will proceed to fulfill the remainder of your order in accordance with these Terms and Conditions.

- h. You acknowledge, agree and accept that:
- i. all pictures and images, sizes and dimensions of items displayed on the Marketplace are for illustration purposes only, and the sizes and dimensions of items sold may differ in real life;
  - ii. you have read any corresponding written Product description of the items prior to submitting your Order;
  - iii. the colour of items as shown on the Marketplace may vary slightly in shade;
  - iv. where we provide dimensions and measurements in the descriptions of an item (where applicable or available), it is your responsibility to ensure that the actual size of each item is suitable for your purpose prior to submitting your order (including whether the item will be capable of delivery to your delivery address due to sufficient, appropriate and safe access); and
  - v. any accessory featured with the items is for illustration purposes only and may be sold separately.
- i. Upon successfully placing an order through the Marketplace, you will be subjected to TEC D GENERAL TERMS AND CONDITIONS OF SALE of which can be accessed [here](#).

## **12. EXCLUSION OF LIABILITY AND INDEMNITY**

- a. To the extent permitted by law, our aggregate liability to you, whether for breach of these terms, for negligence, for any other tort or any other common law or statutory cause of action arising in relation to these terms and conditions, the Marketplace or the Content, is limited to the total amount paid by you to TEC D in the three (3) months immediately preceding the date the initial claim is made by you.
- b. To the extent permitted by law, neither we nor any other party involved in creating, producing or delivering the Marketplace or any Content or our partners will be liable for any incidental, consequential or indirect loss or damages, including, but not limited to, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting (directly or indirectly) from your access to, or use of, or inability to use the Marketplace and the Content or damages caused by the interruption to the system, delay, or suspension due to the connection or computer failure, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.
- c. You agree to indemnify and to hold us, our officers, directors, employees and agents are harmless from and against any claim, action, demand, loss, damage, liability proceeding and or expense suffered or incurred by us resulting from or which is related to your use of the Marketplace or the Content or your breach of this agreement.

## 13. CANCELLATION

- a. You may cancel your registration at any time by notifying us. We may cancel or deactivate your registration of account if you do not visit the Marketplace for an extended period of time, or if we reasonably believe that you have violated any Applicable Laws, acted inconsistently with the letter or spirit of these Terms and Conditions or violated our rights or those of another party without any notification to you.
- b. The provisions of these Terms and Conditions entitled "Disclaimer", "Indemnity" "Governing Law and Jurisdiction" and "General Provisions" will survive cancellation of your registration as Registered User.

## 14. GOVERNING LAW AND JURISDICTION

- a. These terms and the relationship between you and us shall be governed by the laws of Malaysia.
- b. In the event of any dispute arising out of this Agreement, senior management of each party shall first attempt good faith negotiation and in the event that no resolution can be reached within 30 days from the date of dispute notice, either party may refer such dispute to the competent courts of Malaysia.

## 15. GENERAL PROVISIONS

- a. If any part of these Terms and Conditions is held to be or becomes unenforceable, illegal or invalid for any reason, such unenforceable, illegal or invalid part will be deemed to be severed from these Terms and Conditions, and the remainder will remain in full force and effect.
- b. If we do not exercise any right or remedy under these Terms and Conditions, this does not mean that they have been waived.

## 16. DEFINITIONS

**"Applicable Law"** means in relation to any person, action or thing means the following in relation to that person, action or thing:

- i. any law, rule or regulation of the Malaysia;
- ii. any obligation under any license in any country (or political sub-division of a country);  
and
- iii. any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

**“Content”** or **“Contents”** includes things that you may see, read, hear, download or access on or via the Marketplace (including but not limited to messages, files, data, software, images, photographs, illustrations, text, barcodes, hyperlinks, photo, display communication, information, text, photo, graphic audio and other materials)

**“Innovix Marketplace”** or **“Marketplace”** or **“IMP”** means online marketplace platform which allows the Registered User and/or Visitor to view the Product information and/or place an order to TEC D.

**“Product”** includes any product and/or its contents published or posted at the Marketplace that are approved and made available by us or third-party providers through the Marketplace for the purpose of distributing, reselling and marketing to customers or end users.

**“Order”** means a placing of order to purchase Product by Registered Users through the Marketplace.

**“Visitor”** means a person who may or may not be a Registered User tries to access to the Marketplace without a User Login ID.