

<https://www.konfem.com/terms-of-service/>

Terms of Service (For Merchant)

Effective as of 21 December 2023

By signing up for the Konfem services or any of the services of MADESIMPLE TECHNOLOGIES SDN. BHD. (202401000268 (1546119-K)) or its affiliates (“Konfem”) via the online portal, sales agreement form, or any other means (the “Agreement”), the Merchant is agreeing to be bound by the following terms and conditions (“Terms of Service”). The person executing the Agreement on behalf of Merchant represents that he or she is an authorized representative of Merchant capable of binding it to the Agreement, including the privacy policy at <https://www.konfem.com/privacy-policy/>. Merchant and Konfem hereby agree as follows

1. GENERAL

1.1. These terms apply to our services that we may make available to you (“Services”) on our websites, applications and/or platforms (collectively, the “Platform”). In this Agreement, “Konfem”, “we”, “us” and “our” refer to MADESIMPLE TECHNOLOGIES SDN. BHD. (202401000268 (1546119-K)). “Merchant”, “you” and “your” refer to any person who (a) has signed up for our Services, and/or (b) using our Services; and “Customer” refers to the end users of the Platform who procure such goods and/or services (“Product”) as may be offered by you using the Platform.

1.2. By registering for a merchant account (“Merchant Account”), accessing or using the Platform and Services, and/or offering a Product for sale through the Platform, the Merchant agrees to be bound by the terms and conditions set out in this document (the “Agreement”).

1.3. Certain transactions and activities, including the provision of services or products which may be performed or facilitated through the Platform (e.g. services such as Konfem RSVP and Konfem Reservation), may be subject to your acceptance of additional terms and conditions. In the event of any conflict and/or inconsistency between those additional terms and this Agreement, this Agreement shall prevail.

1.4. Konfem reserves the right to change our Services and/or the availability of any feature, function, or content on the Platform, at any time, without notice or liability.

2. ACCOUNT REGISTRATION

2.1. You are required to register for a Merchant Account in order to enjoy our Services, and offer your Products for sale through the Platform. Under each Merchant Account, you are entitled to create separate menus (“Menu”) for each of your designated restaurants (“Merchant Restaurant”). In doing so, you represent and warrant that you are entitled to enter into this Agreement on behalf of the Restaurants, and the Merchant shall be responsible and accountable for all Merchant Restaurants in its Merchant Account.

2.2. In signing up for a Merchant Account, you represent and warrant that:

2.2.1. all registration information provided by you is true, accurate, current and complete to the best of your knowledge and belief; and

2.2.2. you will promptly update us of any change to your registration details.

2.3. Upon successful registration of your Merchant Account, you, as the holder of the Merchant Account:

2.3.1. agree to keep your Merchant Account ID and password confidential; and

2.3.2. shall notify us immediately if you have any reason to believe that the security of your Merchant Account has been compromised.

2.4. You are solely responsible for any and all activities which occur under your Merchant Account. We are entitled to treat all activities that occur under your Merchant Account as having been conducted with your knowledge and authority. For the avoidance of doubt, in cases where you have allowed any other person to use your Merchant Account or have negligently or otherwise made your password and/or Merchant Account ID available to a third party, you agree that you are fully responsible for (i) the online conduct of such user; (ii) controlling the user's access to and use of the Platform; and (iii) the consequences of any use or misuse.

2.5. You acknowledge and agree that we may access your Merchant Account and its contents as necessary for purposes which shall include but not be limited to identifying or resolving technical problems or responding to complaints without prior notice to you.

2.6. You may request us to access your Merchant Account and its contents for the purposes of assisting you to make certain changes (e.g. amendments to the Menu, including item availability and prices; opt-in of certain Services (e.g. logistics)) associated with your Merchant Account. While we will use reasonable endeavours to assist you in your request, you acknowledge and agree that it is your sole responsibility to verify that any such changes that are performed by us are in accordance with your instructions. To the maximum extent permitted under applicable laws, we shall not be liable for any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever arising out of any changes that we may perform.

3. USAGE OF THE PLATFORM AND SERVICES

3.1. The Platform is not exclusive to you, and we are entitled to offer the Platform and Services or comparable platforms / services to third parties on such terms as we may deem fit.

3.2. The Platform is available for use on a daily basis but not during scheduled maintenance, unanticipated updates or repairs. Such operations are needed for ensuring or restoring availability, performance, data security, or manageability of the Platform. We will use reasonable endeavours to provide you with prior notice of the unavailability of the Platform.

3.3. You will: (a) only allow the Platform and/or Services to be used by your authorised employees ("Authorised Users"), and in accordance with the terms and conditions of this Agreement. You will provide us with the particulars of each Authorised User; (b) be responsible for any Authorised User's breach of this Agreement; (c) comply with all applicable laws and regulations with respect to your activities in connection with the Platform and/or Services; (d) ensure that your network and systems comply with the relevant specifications provided by us from time to time; and (e) provide all support, information and assistance necessary for us or our authorised representatives to conduct investigations, audits or inspections for the purpose of ensuring proper compliance with this Agreement, without

additional costs to us. You agree and undertake that all information, data and records submitted, provided, supplied or presented by you to us are true and accurate.

3.4. You represent, undertake and warrant that you will:

- 3.4.1. be responsible for all customer service in connection with Products provided by you;
- 3.4.2. provide us with all necessary information as may be required by us in order to allow you to access the Platform and/or for us to render the Services as may be requested by you;
- 3.4.3. be responsible for any breach of this Agreement by your employees, sub-contractors or agents;
- 3.4.4. obtain and maintain all necessary licences, consents and permissions necessary for us, our contractors and agents to perform our respective obligations under this Agreement, including without limitation provision of the Services;
- 3.4.5. not make any warranty or representation whatsoever in relation to the Platform and/or Services which may bind us, or make us liable in any way whatsoever, without our prior written consent;
- 3.4.6. comply with all applicable laws and regulations with respect to your activities in connection with the Platform (including ensuring that the sale of your Products (in particular, Products with additional legal requirements, such as alcohol ("Restricted Product")) comply with the specific requirements in the relevant jurisdiction);
- 3.4.7. comply with all security or encryption standards, rules, procedures and guidelines which we may impose on you from time to time;
- 3.4.8. train your employees, sub-contractors or agents on the usage of the Platform in accordance with the instructions that we may provide to you from time to time.

3.5. You will not (and will not permit any other party to):

- 3.5.1. modify, adapt, improve, enhance, alter, translate or create derivative works of the Platform;
- 3.5.2. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of the Platform, or decrypt the Platform;
- 3.5.3. merge the Platform, or any component or element thereof, with other software, databases or services not provided or authorised by us;
- 3.5.4. create a database by downloading and storing the contents of the Platform;
- 3.5.5. interfere or attempt to interfere with services we provide on the Platform ("denial of service attacks") including "flooding" of networks, deliberate attempts to overload a service, attempts to "crash" the Platform and taking any action that imposes an unreasonable or disproportionately large load on the services provided by us or the associated infrastructure;
- 3.5.6. circumvent, or attempt to circumvent, user authentication or security measures ("cracking") of any Internet or intranet site or any account of any other person, including any other merchant or Customer using the Platform, including accessing data and/or information not intended for you, logging into an account you are not expressly authorised to access or in a manner which is not authorised by us;
- 3.5.7. circumvent, or attempt to circumvent, any protection measures (electronic or otherwise) in place to regulate or control access to the Platform, including without limitation through the use of a virtual private network, proxy service, or any other third party service, network, or product with the effect of disguising your IP address or location;
- 3.5.8. use any kind of program/script/command/application, or send messages of any kind, designed to, in any manner interfere with any user's terminal session;
- 3.5.9. upload files that are corrupted, contain viruses, bugs or any other similar software, code,

component or programs which may damage the Platform or cause interference to the services provided by us;

3.5.10. use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine", "crawl" or in any way gather the Platform or reproduce or circumvent the navigational structure or presentation of the Platform without our express prior written consent;

3.5.11. violate any applicable law, rule or regulation in connection with your access or use of the Platform;

3.5.12. use the Platform to engage in fraudulent, illegal or suspicious activities and/or transactions, including fraud, money laundering and financing terrorism;

3.5.13. develop, distribute or sell any software or other functionality capable of launching, being launched from or otherwise integrated with the Platform;

3.5.14. remove, alter or obscure any copyright notice or any other proprietary notice that appears on or in the Platform;

3.5.15. use the Platform for any commercial purpose, save as expressly permitted under this Agreement;

3.5.16. cache, frame or link to the Platform without our prior written consent;

3.5.17. sublicense, distribute, sell or otherwise transfer the Platform to any third party;

3.5.18. use the Platform as a service bureau, or lease, rent or loan our applications to any third party;

3.5.19. interfere in any manner with the operation of the Platform; and

3.5.20. engage in any other conduct that is detrimental to Konfem or any third party, or cause injury to, or attempt to harm Konfem or any third party.

4. MERCHANT CONTENT

4.1. Upon registration of a Merchant Account, you may submit or post information relating to your Products on the Platform ("Merchant Content") in accordance with such directions, guidelines and specifications as we may provide from time to time.

4.2. You shall bear full responsibility for your Merchant Content and all consequences associated with using, publishing or uploading them, including on the Platform. By providing us with the Merchant Content or otherwise using, publishing or uploading them on the Platform, you affirm, represent, and/or warrant that you own or have the necessary rights, licenses, consents, and permissions to use the Merchant Content, and to authorize us to use the Merchant Content including all content, trademarks, copyright, or any other proprietary rights in any and all of your Merchant Content on the Platform and for the provision of our Services.

4.3. You must not submit, publish, transmit, post, upload, maintain or link to (either directly or indirectly) any content that is:

4.3.1. corrupted, promotes or contains viruses, worms, trojan horses, cracks, or other materials that are intended to or may damage, disrupt or render inoperable software, hardware or security measures of the Platform;

4.3.2. unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;

4.3.3. illegal or otherwise contravenes or prohibited under any applicable law, regulation, guideline, code or directive as may be issued from time to time by the relevant authorities in any jurisdiction to which you are subject;

- 4.3.4. libellous, defamatory, pornographic, obscene or otherwise offensive to the general public;
- 4.3.5. factually inaccurate, misleading or deceptive;
- 4.3.6. infringing on any rights of a third party including contractual, intellectual property, moral or privacy rights; and/or
- 4.3.7. contrary to our interests.

4.4. While we do not monitor or curate Merchant Content, we reserve the right to decide whether any Merchant Content is appropriate and complies with this Agreement. We may at any time at our sole discretion, remove any Merchant Content without prior notice, and for any reason, including without limitation, Merchant Content that appears to be outdated, or which are in contravention of this Agreement.

4.5. In the event that we remove any Merchant Content, we shall not be liable whether to you or to any other party for any damage or any other remedy, in law or in equity.

5. RESERVATION ON THE PLATFORM

Your relationship with Customers

5.1. The Platform allows Customers to place reservation at your business premise (“Reservations”). You are responsible for all Reservations placed by the Customers and the fulfillment of reservation to the Customers in accordance with such terms that you may have entered into with your Customers.

5.2. You acknowledge and agree that our Services and the provision of the Platform is to merely provide a technological platform to both you and the Customer and that:

5.2.1. we are not party to any oral or written agreement entered into between you and the Customers. It is your sole responsibility to notify the Customer of all your applicable terms and conditions, including the terms and conditions relating to the sale of your Products and your privacy policy;

5.2.2. except where you have elected to use such RSVP services that we may make available to you on such additional terms and conditions (e.g. Konfem RSVP) for the relevant Reservation, we are not involved or in any way responsible for the attendance of the Customer to your business premise; and

5.2.3. we have no obligation to check and verify the identity and/or conduct of any Customer who may have access to and/or use the Platform, and/or who may place a reservation with you. Notwithstanding any verification that we may conduct on a Customer, such verification does not constitute any endorsement, guarantee or certification on our part that any Customer that uses the Platform is safe, trustworthy and/or reliable.

5.3. You will comply such guidelines, rules and conditions as we may notify you from time to time, in order to use the Platform and Services in your Reservations with your Customers. These guidelines, rules and conditions are incorporated by reference into this Agreement, and we may amend them from time to time to reflect changes in the Platform and/or Services, or to improve the Platform and/or Services.

Deposit for Reservations

5.4. Your use of the Platform and/or our Services does not guarantee that you will receive payment for any Reservation or create an obligation on us to pay for any Reservation, except as provided under this Agreement. All payment obligations for a Reservation are obligations of the Customer, or may otherwise be agreed between you and the Customer. We will not be responsible for any non-payment by any

Customer. We will, subject to this Agreement and any deduction for applicable fees and charges, facilitate payment to you in respect of a Reservation, after the Customer has made payment for the Reservation in accordance with our Customer's Terms of Use. In the event of any non-payment for any Reservation, your sole recourse is against the Customer.

5.5. We may, at our sole discretion, impose limits on the amount of payments that you receive through the Platform and Services arising out of or in connection with Reservations by the Customers.

5.6. You acknowledge and hereby authorise us to:

5.6.1. Act as your commercial agent for the purposes of collecting, holding and processing the payment received from your Customers in respect of a Reservation on your behalf, as well as paying us for any Fees due under this Agreement. For the purpose of this clause, "commercial agent" means Konfem acting as an authorised agent for the Merchant, for the purposes of negotiating or concluding the sale or purchase of goods or services on behalf of the Merchant; and

5.6.2. refund payments to the Customers or remit payments to you in accordance with the provisions set out in these Terms.

5.7. The Merchant must notify Konfem in writing at least fourteen (14) days' prior to:

5.7.1. any change of ownership concerning either the Merchant and/or any of the Merchant Restaurants;

5.7.2. any transfer of control or operation of any Merchant Restaurant or Menu to a third party; or

5.7.3. any change to its bank account details or any other key information, including entity name,

5.7.4 and in any case as soon as practicable following such change. The Merchant acknowledges that any failure to notify Konfem may result in Konfem paying monies to a bank account controlled by a third party, or an incorrect bank account.

Disputes

5.9. In the event of any dispute or claim:

5.9.1. arising between you and a Customer, you accept that your only recourse is against the Customer; or

5.9.2. between us of whatever nature arising out of or in connection with any Reservation, the records of the Reservation as recorded by us shall prevail. You shall fully reimburse us for all reasonable costs and expenses incurred to investigate and collate the relevant records and information in connection with such disputes or claims.

6. PROMOTION AND MARKETING CAMPAIGNS

Your Marketing Campaigns

6.1. The Platform allows you to run marketing and/or promotional campaigns on your Products on the Platform ("Marketing Campaigns"). You shall be solely responsible for all costs and expenses that arises out of or in connection with such Marketing Campaigns.

Our marketing platforms and services

6.2. We may offer marketing and promotional services to you, such as our Konfem Reservation platform, (“Marketing Services”) from time to time. Your access to and use of the Marketing Services may be subject to additional terms and conditions.

7. PAYMENT

7.1. In consideration of our provision of the Platform and Services, you shall pay us the applicable fees and charges as may be agreed between Konfem and you (our “Fees”). All Taxes or other like assessments or charges of any kind whatsoever, in respect of or in connection with your use of the Platform and/or Services are your sole responsibility. All Fees quoted by us are exclusive of all Taxes, and the foregoing will be charged to you over and above the Fees.

7.2. If the Merchant is required under the law of any jurisdiction outside Malaysia to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to Konfem, the Merchant shall make such deduction or withholding as required and the amount payable to Konfem shall be increased by any such amount necessary to ensure that Konfem receives a net amount equal to the amount which Konfem would have received in the absence of any such deduction or withholding Taxes.

7.3. Konfem may modify the Fees at any time on written notice to Merchant, including email or notification via the Merchant Account on the Platform) and such modification shall be in effect thirty (30) days after such notice. For logistic-related Fees, such modification shall be in effect (3) days after such notice.

In the event that our partners implement surcharges that were not previously in place within a period that is shorter than the above, the modified Fees will be in effect immediately after such notice.

7.4. We may use third party services to verify, secure and/or process all payments.

7.5. Where in accordance with this Agreement, you are entitled to receive payment from a Customer through the Platform, such payment will be made in accordance with any policies, circulars, directives and guidelines, as may be notified to you from time to time. We may require you to submit such documents or information (including bank or financial information) for the purposes of issuing payment to you.

7.6. Notwithstanding any provision to the contrary in this Agreement, Konfem may set off and deduct any and all sums that may be due and owing by the Merchant from any and all amounts payable to the Merchant (including with respect to any Reservation).

7.7. You remain liable to pay to us our Fees, if not set off or deducted in accordance with Clause 7.6, and will make payment within thirty (30) days of our invoice to you. If we do not receive payment by the due date, then without prejudice to any of our other rights and remedies:

7.7.1. we may, without liability to you, cease or suspend the provision of the Platform and/or Services to you; and

7.7.2. interests shall accrue on such unpaid amount at an annual rate equal to 1.5% per annum (but with interest accruing on a daily basis), or the maximum legal rate allowed by law, whichever is less, from the due date until the date of payment.

7.8. Merchant is obliged to review all Fees for accuracy. Merchant has three (3) calendar days from the date of billing to dispute any Fees charged. Failure to do so within the specified time frame will constitute the Merchant's agreement that all Fees charged and deducted are valid and a waiver of any claim the Merchant may have had regarding such Fees.

7.9. You agree that where any payment to you in respect of any Reservation is inaccurate and is in excess of what is due for that Reservation, you shall without demand or delay, immediately refund or reimburse us the additional or excess payment made.

8. CONFIDENTIAL INFORMATION

8.1. You shall, at all times, keep confidential all information provided by us or on our behalf that is marked or is by its nature confidential or proprietary ("Confidential Information"). You shall not disclose or permit to be disclosed the Confidential Information to any third party without our prior written consent. You may permit your employees to have access to the Confidential Information, but only on a need-to-know basis. You undertake to ensure that these employees are made aware of the confidential nature of the information and are similarly bound to keep it confidential. These obligations of confidentiality do not apply to information that is publicly available, already in your possession without confidentiality restrictions or required to be disclosed by order of a court or the relevant governmental authorities.

9. DATA

9.1. When you use our Platform and/or Services, you acknowledge and agree that we will collect, use, disclose and process the personal data of the Customers in accordance with our Privacy Policy. In order to facilitate Reservations between you and the Customers on the Platform, we may disclose personal data of the Customers to you for the sole purposes of (i) fulfilling the Reservation; and (ii) providing updates in relation to your Products as may be requested by the Customer. For the avoidance of doubt, Konfem is not required to assist you to obtain the necessary consents from Customers for your own business purposes in accordance with the relevant privacy laws.

9.2. You agree that you will comply with the Personal Data Protection Act 2010 ("PDPA") and/or any other applicable law relating to data privacy or confidentiality, and will not cause us to be in breach of such laws. Where you disclose personal data in connection with your use of the Platform and/or Services, you represent, warrant and undertake to us that you have obtained all necessary consents from such individuals to the collection, use, disclosure, processing and transfer of his/her personal data to us and/or our service providers for the purposes contemplated under this Agreement and our Privacy Policy, including facilitating your use of the Platform and/or Services, and that such consents have not been withdrawn or, if applicable, that you are duly authorised to consent on behalf of such individuals to such collection, use, disclosure, processing and transfer and you hereby so consent on their behalf.

9.3. You hereby acknowledge and agree that we are authorised to deal with all data provided, submitted or made available by you, and collected, stored, created or generated in the Platform and/or Services, or which are hosted within the Platform and/or Services, in any manner that we deem fit for our business purposes. For the avoidance of doubt, we will not sell any data provided, submitted or made available by you to a third party.

9.4. Konfem may monitor the performance and use of the Platform and Services by any person, and have the sole discretion to refuse access or use by any person at any time without having to give any reason or any prior notice. You will be asked to account for any unauthorised access. You shall provide us with your fullest cooperation and all necessary support for the conduct of the audits at no cost to us.

10. INTELLECTUAL PROPERTY

10.1. Your use of the Platform and/or Services is subject to your compliance with this Agreement. Where we provide you with programs and software, you are granted a limited, royalty-free, non-exclusive, personal, revocable and non-transferable, licence and right to download and use them for your own personal, non-commercial purposes. Our programs and software are licensed, not sold, to you, and you may only use them as permitted by this Agreement. This licence does not transfer any title in the Platform and/or Services to you. We retain all rights in the Platform and/or Services and reserve all rights not expressly granted to you.

10.2. The Platform, Services, and their respective contents (including trademarks, source code, pages, documents and online graphics, audio and video), and all proprietary and intellectual property rights associated therewith, whether registered or not, are protected by law and owned by or licensed to us. You acknowledge that you have no right, title, interest in and to the Platform, Services, their respective contents, and all proprietary and intellectual property rights associated therewith, and you agree not to challenge the validity of our ownership of or rights to the same. You shall not reproduce, republish, distribute or otherwise exploit any content of the Platform and Services, in any way without our prior express consent, which may be withheld for any or no reason.

10.3. In order for us to provide you with the facilities and functionalities offered by the Platform and Services, you acknowledge and agree that we may use, reproduce, distribute, create derivative works of, display and perform any information that you upload, submit, store, send or receive through the Platform and Services for our business and operational purposes (including to transmit communications and store communications on our servers).

10.4. Konfem shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with the Merchant to (a) promote the Platform and Service; and (b) in connection with any services that Konfem may perform for the Merchant. All goodwill generated with respect to the Merchant's business shall inure to the benefit of Merchant or its nominee. You agree that we may reference you as one of our customers (including by using your name and logo) on our publicity materials.

10.5. No press release, public announcement(s) or disclosures to the public of any information relating to the Platform and/or Services may be made by you unless we have given you our prior written consent.

11. INFORMATION, CONTENTS AND TOOLS ON THE PLATFORM

11.1. We may from time to time recommend or enable third party software, products, services or website links for the Merchant's consideration or use. Such software, products, services, and links are provided only as a convenience to the Merchant. Some of the Services made available may be subject to additional third party licensing terms or third party terms of use. Inclusion of any of the foregoing in the Services does not constitute or imply an endorsement, authorisation, sponsorship, or affiliation by or

with Konfem with respect to any third party, any third party's website or its content, or any information, products, or services provided by a third party. We do not endorse, and are not associated with any such software, products, services or organisations that may be mentioned or referred to on the Platform.

11.2. This Agreement and our Privacy Policy do not apply to such third party websites, and the Merchant should review such third party websites' privacy policies, terms and conditions and business practices as they may be different from this Agreement and it is Merchant's sole responsibility to comply with such third party terms. Access to any other website is at the Merchant's own risk, and the Merchant's dealings and communications with any third party in connection with such third party's website are solely between the Merchant and such third party.

11.3. Konfem makes no representations or warranties regarding third party software, products or services and disclaims all liability for any software, products or services that the Merchant receives from such third parties.

11.4. If the Merchant installs, integrates and/or enables a third party service ("Third Party Services") for use with Konfem's Platform and/or Services (e.g. Facebook, Whatsapp chat programs, Google Analytics), the Merchant agrees that Konfem may:

11.4.1. allow the provider of such Third Party Services ("Third Party Provider") to access the Merchant's data on the Platform and/or Services; and

11.4.2. take any other actions, including accessing of data from the Third Party Provider, as may be required for the interoperation of the Third Party Service with the Platform and/or Services.

Notwithstanding the foregoing, the Merchant acknowledges and agrees that any exchange of data or other interaction between you and the Third Party Provider is solely between the Merchant and such Third Party Provider. Konfem shall not be responsible for any disclosure, modification or deletion of data or other materials, or for any corresponding Losses that the Merchant or any third party may suffer, as a result of access by a Third Party Service or a Third Party Provider to the Merchant's data or other materials. Konfem does not warrant or represent that the use of such Third Party Services does not infringe intellectual property or other rights.

11.5. The Platform and Services may not cover all information available on a particular issue. You understand, and agree, that all information, contents, and other material displayed on the Platform and Services are for general informational purposes only.

12. REPRESENTATIONS AND WARRANTIES

12.1. The Merchant warrants and undertakes to Konfem as follows:

12.1.1. the Merchant will remain duly organised and validly existing in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to conduct its business, own its properties, and execute, deliver and perform its duties, obligations, undertakings, warranties and covenants under this Agreement.

12.1.2. the execution, delivery and performance by the Merchant of this Agreement have been duly authorised by all necessary corporate action, and that this Agreement does not conflict with any other agreement or obligation by which the Merchant is bound to.

12.1.3. all actions, conditions and things required by any applicable law or regulation to be taken, fulfilled and done, including the obtaining of any necessary authorisations, approvals, permits, licences and consents, in order to enable the Merchant to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement, to ensure that those obligations are valid, legally binding and enforceable and to make this Agreement admissible in evidence in any court of competent jurisdiction have been taken, fulfilled and done in all material aspects.

12.1.4. in entering into this Agreement, the Merchant has relied on its own judgment and has not relied upon any representations, warranties or statements made or purported to be made by Konfem (other than expressly set out in this Agreement).

12.1.5. as far as the Merchant is aware, no litigation, arbitration or administrative proceeding is current, pending or threatened to restrain the entry into, exercise of any of its rights under and/or performance or enforcement of or compliance with any of its obligations under this Agreement, and the Merchant is not subject to any outstanding judgment, rule, order, statement of claim, injunction or decree of any court, governmental or regulatory authority or body acting in an arbitral or adjudicative capacity, that may affect its ability to perform its obligations under this Agreement.

13. INDEMNITY

13.1. You shall indemnify, defend, and hold harmless us, and our affiliates, officers, directors, employees, attorneys, and agents (collectively, the “Konfem Parties”) from and against any and all losses, liabilities, damages, fines, and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties (collectively, “Losses”) which may be suffered or incurred by or asserted against the Konfem Parties, in respect of any matter or event whatsoever arising out of or in connection with:

13.1.1. any unauthorised access and use of the Platform and/or Services;

13.1.2. any breach of this Agreement;

13.1.3. the occurrence of any event due to your act, omission or default which compromises the security or integrity of the Platform and/or Services;

13.1.4. any failure by Merchant to provide such timely notification as required pursuant to Clause 5.7 (including with respect to any Losses that may be claimed against Konfem by the new owner of a Merchant Restaurant); and

13.1.5. the occurrence of any event arising out of or in connection with the use of Third Party Services with our Platform and/or Services (including allegations of intellectual property infringement).

13.2. You hereby release and indemnify the Konfem Parties in respect of any and all Losses which may be suffered or incurred by the Konfem Parties or asserted against the Konfem Parties by you or any person in respect of any dispute between you and a Customer, you and a third party or any Product provided by you.

14. GENERAL DISCLAIMERS AND LIMITATION OF LIABILITY

14.1. The Platform and Services are provided “as is” and “as available” with no warranties whatsoever. To the maximum extent permitted under applicable laws, we make no guarantee, representation or warranty:

14.1.1. regarding the timeliness, reliability, accuracy, completeness, accessibility, quality, fitness for a particular purpose, operation or usefulness of any portion of the Platform and/or Services;

14.1.2. regarding the availability or appropriateness of the Platform and/or Services;

14.1.3. that the Platform and/or Services, or your use of the Platform and/or Services will not infringe the intellectual property or other proprietary rights of any third party;

14.1.4. that the Platform and/or Services will be error-free, continuously available or uninterrupted in operation, or free of bugs, computer viruses or other harmful codes and components;

14.1.5. that the Platform and/or Services will not be susceptible to any cybersecurity breach or cannot be compromised and/or free of any data breach (inadvertently or intentionally through interference or interception by third parties);

14.1.6. that the Platform and/or Services will contain information that is always timely and accurate as sometimes inaccuracies may occur;

14.1.7. that the Platform and/or Services will operate or function properly on your devices or operating systems; and

14.1.8. that the Platform and/or Services will not cause any damage to your devices or operating systems.

14.2. Internet transactions and communications may be susceptible to interference or interception by third parties. You acknowledge that there are inherent risks (including risks related to security, authenticity, integrity and confidentiality) in such activities over electronic networks. We expressly disclaim any liability for such risks, which you agree to assume.

14.3. Your use of the Platform and/or Services is voluntary and at your sole risk. You are solely responsible for:

14.3.1. your reliance on the Platform and/or Services, and the information available through the Platform and/or Services;

14.3.2. any liability, loss or damage that you may incur through use of the Platform and/or Services; and

14.3.3. all decisions or actions resulting from your use of the Platform and/or Services, and their respective contents.

14.4. To the maximum extent permitted by law, we shall not be liable for any damage or loss of any kind, or of any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever:

14.4.1. that you may incur as a result of your use, access or reliance on the Platform and/or Services (or any information found thereon);

14.4.2. that you may incur as a result of your dealing with a third party through the Platform and/or Services (including such Reservations as effected through the Platform);

14.4.3. resulting from the performance of the Platform, Services. or any delay or failure thereof;

14.4.4. arising out of or in connection with any unauthorised access to your Merchant Account; and

14.4.5. arising out of any delay in operation or transmission, communication failure, Internet access difficulties or malfunction of equipment or software.

14.5. The Konfem Parties shall not be liable, in any circumstances, for any loss of data, business, profits or goodwill, loss of use, interruption of business, or for any indirect, special, incidental or consequential

damages of any character, even if we are aware of the risk of such damages, that result in any way from your use of, access to or reliance on the Platform and/or Services.

14.6. Notwithstanding any provision in this Agreement, the Konfem Parties' maximum aggregate liability to the Merchant arising out of or in connection with this Agreement, whether based on breach of contract, statutory warranty or otherwise, for any single incident or series of related incidents shall be limited to an amount equal to the Fees paid by Merchant to Konfem under this Agreement for the relevant transaction.

14.7. This limitation applies to all causes of action in the aggregate including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. In any jurisdiction in which these limitations of liability are restricted, our liability is limited to the greatest extent permitted by law.

15. FORCE MAJEURE

15.1. We are not liable for any loss, damage or penalty resulting from delays or failures in performance if the delay or failure results from events beyond our reasonable control (a "Force Majeure Event"). Force Majeure Events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes, breakdown of equipment, plant or machinery (including data centre, telecommunications systems and utility services) or other catastrophe.

16. TERMINATION AND SUSPENSION

Your termination rights

16.1. You shall be entitled to terminate this Agreement, if you have provided us with at least fourteen (14) calendar days' notice of your intention to terminate this Agreement. For the avoidance of doubt, any accepted Reservations beyond the notice period shall be automatically cancelled.

Our termination and suspension rights

16.2. We reserve the right to terminate this Agreement, and/or suspend our performance of all or any of our obligations under this Agreement, your access and/or use of the Platform and/or Services, immediately without prior notice and without liability to you, if:

16.2.1. we (in our sole discretion) believe that you are in breach, or will be in breach, of any of the provisions of this Agreement and, in the case of a breach capable of remedy, have not remedied the breach to our satisfaction and within such time we have stipulated;

16.2.2. you have used or are using the Platform and/or Services for any illegal or impermissible purpose or activity including any activity which may expose or potentially expose us to civil or criminal liability;

16.2.3. your Merchant Account is inactive for more than three (3) months;

16.2.4. we deem it fit to do so for security reasons or to protect our interests or the interests of other users of the Platform and/or Services (including other merchants or customers);

16.2.5. we discontinue the Platform and/or Services;

16.2.6. to the extent permitted by law, any order by a court of competent jurisdiction is made for the

liquidation or winding up of the Merchant, the appointment of any receiver over any of the assets of the Merchant or any liquidator or provisional liquidator or judicial manager of the Merchant or any resolution is validly and effectively passed by the members or creditors of the Merchant for the liquidation or winding up of the Merchant or any analogous procedure under any applicable law; or the Merchant ceases or threatens to cease to carry on business;

16.2.7. a Force Majeure Event continues for more than one (1) month; and/or

16.2.8. we are required to do so in compliance with any applicable law or regulation, or we are ordered to do so by any enforcement, regulatory or other government authority.

16.3. Notwithstanding Clause 16.2 above, we may with fourteen (14) days prior notice to you without cause and without liability to you, terminate this Agreement or suspend our performance of all or any of our obligations under this Agreement, including the provision of the Platform and/or Services to you. During the period of suspension, Customers may not be able to view your Products on the Platform.

16.4. The right to terminate this Agreement shall be without prejudice to any accrued rights of either party and shall not affect obligations which are expressed not to be affected by termination.

Consequences of termination and/or expiry

16.5. Upon termination or expiration of this Agreement:-

16.5.1. Konfem will cease to provide the Platform and/or Services to you, and any licence or right granted under this Agreement shall immediately terminate;

16.5.2. The Merchant will not be entitled to any refunds of any Fees (usage fees or any other fees, pro rata or otherwise);

16.5.3. Any outstanding balance owed to Konfem for usage of the Services and unpaid Fees, if any, through the effective date of such termination or expiration will immediately become due and payable in full; and

16.5.4. you shall destroy and/or return to us, at our election, all documentation provided in connection with the Platform and/or Services.

16.6. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, warranties, disclaimers and limitations of liability.

17. NOTICES

17.1. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by prepaid registered post with recorded delivery, electronic mail or by facsimile transmission addressed to the intended recipient thereof at its address, electronic mail address, or at its facsimile number set out in the Merchant Account, and/or as otherwise provided to us.

18. MISCELLANEOUS

18.1. Assignment

The Merchant shall not assign, transfer, subcontract or delegate any of its rights, interest or obligations under this Agreement or any part thereof without the prior written consent of Konfem. Konfem may at any time freely assign any of its rights, benefits and interest and/or transfer any of its obligations or

liabilities arising out of this Agreement to any party by written notice to the Merchant. You will sign such documents presented to you to effect the transfer, assignment or novation.

18.2. Modifications

Konfem may amend this Agreement from time to time. Amendments shall take effect from the date the amended terms are published at <https://www.konfem.com/terms-of-service/>, and/or at such time and in such other manner that we may inform the Merchant (whether by electronic mail or in-app notification). If the Merchant uses or accesses the Platform and/or Services after such amendments, the Merchant shall be deemed to have agreed to the amended terms and to be bound by them.

18.3. Waiver

No failure on the part of Konfem to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

18.4. Interpretation

The headings and sub-headings of the provisions of this Agreement are to facilitate reference only and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation thereof.

18.5. Third Party Rights

Other than the Konfem Parties, a person who or which is not a party to this Agreement has no rights under the Act 136 Contracts Act 1950 – Laws of Malaysia, to enforce any term of this Agreement.