

Fastentix FastBUYER Terms of Service

Preface

This FastBUYER Term of Service is a legal and binding Term of Service between the BLYON GROUP BERHAD (individually and collectively, the **"Company"**, **"we"**, **"us"** or **"our"**) and FastBuyer (**"you"**, **"your"**) who registered as Fast BUYER Account with us and it governs your use of all Services which can be defined as below. The following terms and conditions apply to Fast BUYER's use of the Services.

By applying as FastBUYER for Fastentix (the **"Services"**) through the signed up through our Application Forms and other necessary forms (the **"Forms"**) by using the Services as defined below, FastBUYER acknowledges that you have been read and agree to be bound by all of the terms and conditions of this FastBUYER Term of Service and all documents incorporated by reference.

Please read the following FastBUYER Terms of Service carefully so that you are aware of your legal rights and obligations with respect to us. We have the right to revise these FastBUYER Terms of Service at any time without providing notice to you. Your use of the Services shall be deemed irrevocable acceptance of these FastBUYER Terms of Service and any such revisions.

WHEREAS: -

- a. The Company is engaging in introducing, marketing and distributing our e-commerce marketplace; Fastentix applications (Apps), a marketplace solutions more particularly described as **"Fastentix"** (**"the Products"**).
- b. The Company desires to welcome the FastBUYER as its permissible as an end user, a buyer in an online platform who is eligible in the Territory described herein, under the terms and conditions in this Term of Service.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration, the Parties do hereby agree as follows:

2. DEFINITION

In this FastBUYER Term of Service, including the above interpretation and the following expressions shall have the respective meanings set out as follows, except where inconsistent with the context requires otherwise:

- a. **"Term of Service"** means this FastBUYER Term of Service, including the interpretation.
- b. **"Company"** means Blyon Group Berhad (Company Registration No. 202001040667 (1396988-M)), a company incorporated in Malaysia and having its principal place of business at No 13 & 13A, Jalan P4/8B, Bandar Teknologi Kajang, 43700 Semenyih, Selangor.
- c. **"Marks"** mean the names, marks, designs, logos, signs, acronyms and other insignia (whether registered or unregistered) used or to be used by the Company in connection with the Products and / or Services including all variations thereof and amendments thereto from time to time.
- d. **"FastBUYER"** means the party which has signed up through Fastentix's application form to use the Services as defined below.
- e. **"Fastentix"** means website which our addressed as <https://www.fastentix.com>
- f. **"FastMERCHANT Product / Service"** means any product or service offered by the Brand Owner, the Founder, sole distributor, franchisor to their customers and which is ordered, purchased or otherwise provided to a customer pursuant to a Transaction;
- g. **"fastSELLER"** means an individual, reseller, stockist who sell and market the fastMERCHANTS' products or services;
- h. **"Products"** mean Fastentix's business solution through the application (Apps) FASTENTIX and other related services.

- i. **“Regulatory Authority”** means any ministry or department of the Government of Malaysia and includes any statutory authority or body in Malaysia established with powers to regulate banking, credit or financial services and/or electronic transactions or communications.
- j. **“Services”** mean the range of services that we provide to users pursuant to this FastBUYER Term of Service as may be authorised by Fastentix from time to time.
- k. **“Transaction(s)”** means transactions effected and services obtained by the FastBUYER.

This Term of Service shall apply to and bind all the FastBUYER duly accepted by the Company. The FastBUYER agrees to abide by any additional terms and conditions published in the website of the Company which constitute an essential part of this FastBUYER Term of Service.

SECTION 1: REGISTRATION

The Company hereby open up to anyone to join as a FastBUYER which hereby accepts the FastBUYER Term of Service by the Company, as an end user/customer who want buy a guarantee/genuine product from authentic brand and received within same day delivery from an authorized seller. The actual contract for sale is directly between FastBUYER and FastSELLER who are authorized by their fastMERCHANT in the Territory described herein in accordance with the terms and conditions of this FastBUYER Term of Service.

For avoidance of doubt, the above description does not confer any exclusivity and the Company shall be entitled to open any other similar FastBUYER to enter into a similar agreement in the Territory described herein.

SECTION 2: ADVANCEMENT

The company hereby initiating the FastBUYER to upgrading their level to become one of our family of fastSQUAD team to enjoy a lifetime benefits and privileges.

SECTION 3: TERRITORY

The FastBUYER shall made products purchase to fastSELLER(s) or fastMERCHANT(s) who are eligible in Malaysia (**“the Territory”**).

SECTION 4: COVENANT BY FASTBUYER

The FastBUYER agrees and undertakes to comply with and act in accordance and subject to the following:

- a. Requirement to be as a FastBUYER, is an individual must confirm that he or she is a Malaysian citizen who is above 18 years old but not exceeding 65 years old
 - i. maintains an active bank account in Malaysia.
 - ii. The FastBUYER must submit form by filling up all the required details as provided in Fastentix Apps.

2. UNDERTAKINGS OF THE FASTBUYER

The FastBUYER agrees and undertakes throughout the term of this FastBUYER Term of Service, that they shall:

- 3.1 not make any warranty or representation howsoever in relation to the Products or the Services which may bind the Company or render the Company liable in any way howsoever;
- 3.2 at its own expense and before the time agreed for installation or activation of the Products or the Services, prepare and provide the necessary, compatible operational smart phone, equipment, software and connection specified by the Company for the purposes of using the Products or the Services; and where necessary, prepare and provide such interface hardware and software to the Company.
- 3.3 not alter, copy, modify or tamper with any hardware or software provided by the Company (if any);

- 3.4 install such measures as may be necessary to protect the security and integrity of related hardware or software, whether owned by the FastBUYER or the Company;
- 3.5 where required, comply with all security or encryption standards, rules and procedures imposed by the Company;
- 3.6 make connections to such other systems as the Company may require from time to time;
- 3.8 not sell, assign, license, transfer or permit the use of the Company software or hardware by any party without the written permission of the Company;
- 3.9 prior to using the Products or the Services, open and maintain at all times during the term of this Term of Service, an account in its name with one of the local banks which shall be designated for purposes of monetary Transactions
- 3.10 inform the Company of any change in the particulars of the FastBUYER's designated bank account; and

3. UNDERTAKINGS OF THE COMPANY

The Company agrees and undertakes that it shall:

- 3.1 use its best endeavours to provide to the FastBUYER the Products and / or the Services for which the FastBUYER subscribes and pays the applicable Fees;
- 3.2 provide guidelines and advices on the use and operation of the hardware and / or software for the Products and / or the Services to the FastBUYER personnel on such terms as the parties shall agree.

The Company makes no representations or warranties of any kind with respect to the systems operated by the Company or any software and hardware provided, or any part thereof, express or implied, and shall not be liable to the FastBUYER for any loss or damage howsoever caused and regardless of the form of loss or damage which may be suffered or incurred by the FastBUYER or any third party in connection with this Term of Service including (without prejudice to the generality of the foregoing) any loss of profit in consequence of a breakdown in providing the Products or part thereof.

4. DISPUTES

- 4.1 The Company shall be involved in any dispute or claim that may arise between the FastBUYER and the FastSELLER.
- 4.2 The parties hereto agree that in the event of a dispute or claim of whatever nature arising in respect of any Transaction, the records of the Transactions available from the FastBUYER and the Company shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim. Where there are discrepancies between records of the Transactions recorded by the Company and the FastBUYER, the discrepancies shall be jointly investigated by the Company and the FastBUYER using information from both parties whenever appropriate, and proper adjustments (if any) shall be made.
- 4.3 The FastBUYER agrees that where multiple or excess payments have been affected by or on behalf of the FastBUYER in respect of any Transaction, whether through the Products or the Services or through any other existing system of payment, the FastBUYER shall refund or reimburse such users for such excess payments made and shall keep the Company harmless from and indemnified against any claim related to such excess.

5. DISCLOSURE

The FastBUYER hereby agrees and consents to the disclosure and release by the Company of any information in the possession of the Company relating to the FastBUYER, the particulars of the Transactions or any designated account relating to the Transactions for the purpose of investigating any claim or dispute arising out of this FastBUYER Term of Service or in connection with the Transactions under the provision of the Products and / or the Services which consent shall survive both the suspension of rights hereunder and the termination of this FastBUYER Term of Service.

6. NOTICES

Unless otherwise provided herein or agreed to in writing by the parties hereto, all notices or other communications to or upon the FastBUYER and the Company shall be sufficiently served if delivered at or sent by registered post by either party to the other at the address above stated or the address of the registered office recorded with the Companies Commission of Malaysia (SSM) and shall be deemed to have been served in the case of a notice delivered by hand on the day of the delivery, in the case of a notice served by registered post on the day following that on which notice was posted and in the case of a notice served by email on the day of the email.

7. SEVERABILITY

If any provision herein is deemed by any tribunal or court of competent jurisdiction to be illegal, invalid or unenforceable under any applicable law or otherwise, it shall, to the extent required by such law and subject to the FastBUYER Term of Service of the Company, be severed from this FastBUYER Term of Service and rendered ineffective so far as is possible without affecting the legality, validity and enforceability of the remaining provisions of this FastBUYER Term of Service.

8. INDULGENCE

The liability of the FastBUYER hereunder shall not be impaired or discharged by reason of any time or grace or other indulgence being granted by or with the consent of the Company or any forbearance by the Company to insist upon its strict rights hereunder. No right under this FastBUYER Term of Service shall be deemed to have been waived except in writing signed by the parties hereto and waiver of any particular right in a particular instance shall not constitute or be deemed a waiver of any other right.

9. SUSPENSION OF RIGHTS

Without prejudice to any of the Company's rights at law and under this FastBUYER Term of Service, in the event of a breach by the FastBUYER of any of the terms and conditions of this FastBUYER Term of Service, the Company may at its sole discretion give immediate notice in writing to the v to remedy the breach within one (1) month of the said notice and may during the notice period, suspend all rights of the FastBUYER under this Term of Service, save for those rights necessary to enable the FastBUYER to remedy the breach. If the FastBUYER shall fail to remedy the breach within the aforesaid notice period, the Company shall have the right but not the obligation to extend the notice period (with or without suspension) or forthwith terminate this FastBUYER Term of Service in accordance with Clause 37.

10. TERMINATION OF TERM OF SERVICE

- 10.1 This Term of Service shall become effective when the FastBUYER agrees to the terms and conditions in the website portal created by the Company and shall remain in force and effect until terminated in accordance with the terms of this.
- 10.2 Either party to this Term of Service may elect to terminate this Term of Service by giving one (1) month's prior notice in writing to the other party of its intention to do so.
- 10.3 Notwithstanding Clause 35 and Clause 36 above, the Company shall have the right (but not the obligation) at any time to give immediate notice in writing to the FastBUYER to terminate this Term of Service forthwith upon the happening of any one or more of the following events of default, whether or not such event is of a continuing nature:
 - a. if in the sole opinion of the Company, the FastBUYER has breached any of the terms and conditions of this FastBUYER Term of Service

11. SERVICES

FastBUYER acknowledges and agrees that:

- 11.1 Fastentix operates solely as an electronic marketplace (e-commerce) and: (i) under no circumstances acts as a purchaser, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent; and (ii) makes representations or warranties and does not ensure the quality, safety and / or legality of any FastBuyer Product / Service. FastentixPay does not guarantee the identity of any customers or ensure that a customer will complete a Transaction;
- 11.2 Fastentix shall not be a party to any dispute including but not limited to disputes over performance and liability issues relating to the delivery, quality, quantity or use of the FastBuyer Product / Service. Fastentix may, on a case-by-case basis and at the customer's own costs expenses, facilitate the customer to request from the FastBuyer any refund paid for the goods and / or services by the customer. The FastBuyer is responsible for knowing whether a Transaction is erroneous or suspicious, you agree to conduct all necessary acts to ensure the Transaction is genuine. Any dispute arising out between FastBuyer and the sender or the supplier of the goods or services. Any Transaction that related to the FastSeller Service shall only obligate the FastBuyer.
- 11.3 Fastentix, including its payment gateway service, only facilitate the execution of payments from FastBuyer to FastSeller. Any payment monies collected from customers and received by Fastentix shall be settled and transferred into the FastBuyer Account within a fixed timeframe on a daily, weekly, biweekly or monthly basis, as agreed by the Parties after deduction of any fees due to Fastentix including any applicable taxes and/or duties. FastBuyer agrees to be responsible for all the costs, expenses, fees and/or bank charges applicable to the settlement and transfer.
 - a. FastBuyer is aware that the receipt of a payment into the FastBuyer Account does not amount to the receipt of cleared funds. FastBuyer remains liable to Fastentix for the full amount of the payment and any fees deducted therefrom if the payment is later reversed for any reason ("**Reversal Amount**"). In the event of a payment reversal, Fastentix is entitled to debit the FastBuyer Account with the Reversal Amount and any applicable third-party chargeback or reversal fee. If FastentixPay is unable to fully recover the Reversal Amount and / or the applicable third-party chargeback or reversal fee from the FastBuyer Account (including any monies transferred into it after the payment reversal), FastBuyer is required to repay the Reversal Amount and / or any negative balance of the FastBuyer Account by depositing funds into such FastBuyer Account to ensure that the Reversal Amount and / or any negative balance can be fully recovered by FastentixPay. Failure to do so is a breach of these Terms of Service. Repayment of the Reversal Amount and / or any negative balance is due immediately without notice. FastentixPay reserves the right to, at any time, demand repayment by FastBuyer for such amount.
 - b. FastBuyer is aware that there is a risk of loss or stolen money through the Application. You agree and acknowledge that while FastentixPay will provide and suggest certain security controls, we cannot guarantee that you will never be a victim of aforementioned scenario. You are solely responsible for losses you incur from such loss or stolen money from any fraudulent activities engaged with you. We may assist you with recovering the lost funds, but you are solely responsible for such losses due to loss or stolen money through the Application, unless such losses result from our wilful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the loss or stolen money.
 - c. FastentixPay reserves the right to suspend, at any time and at its sole discretion, the FastBuyer Account in any of the following circumstances:
 - i. Where FastentixPay believes it is necessary protect the security of the FastBuyer Account;

- ii. Otherwise in connection with FastentixPay's compliance with any applicable laws and regulations.
- d. In the event that FastentixPay suspends the FastBuyer Account, FastentixPay may reinstate the same and, where necessary, provide new security details such as a password, as soon as practicable after the reason for the suspension ceases to exist.

12. OBLIGATIONS

- a) FastBuyer shall open and maintain a FastBuyer Account by registering as a FastBuyer with Fastentix. FastBuyer shall integrate the Services into its operations and operate the same in accordance with Fastentix's instructions. FastBuyer shall be responsible for maintaining adequate security and control of any and all identifications, passwords, personal identification numbers (PINs), or any other codes that FastBuyer uses to access the Services.
- b) FastBuyer shall cooperate with us at FastBuyer's cost to investigate any suspicious illegal, fraudulent or improper activity related to any Transactions.
- c) FastBuyer shall follow Fastentix payment acceptance procedures by ensuring the following steps are followed:
 - i. Ensure both payment confirmation page from FastBuyer page is correct.
 - ii. FastBuyers shall retain any documents evidencing such receipt of the goods and / or services ordered. FastBuyer acknowledges that Fastentix shall not be liable for any defects of such goods and / or services.
 - iii. FastBuyer shall not be held liable from any fraud losses and chargeback, if the transaction acceptance procedures as stipulated in Clause 3 above have been adhered by the FastBuyers.

13. FEES AND TAXES

- a) FastentixPay may vary the fees, or advise FastBuyer of any additional fees, applicable to these Terms of Service at any time by posting a notice on the Fastentix website or Application and / or by sending FastBuyer a notice via email or postal mail.
- b) Any applicable taxes, duties and / or fees shall be borne by FastBuyer, and FastBuyer hereby authorizes FastentixPay to deduct such taxes, duties and / or fees as required by law.

14. NO WARRANTY

- a) The site is provided on an as-is and as-available basis. You agree that your use of the site services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of FastBuyer ability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to this site and we will assume no liability or responsibility for any
 - i. errors, mistakes, or inaccuracies of content and materials;
 - ii. personal injury or property damage, of any nature howsoever, resulting from your access to and use of the site;
 - iii. any unauthorized access to or use of our secure servers and / or any and all personal information and / or business information stored therein;
 - iv. any interruption or cessation of transmission to or from the site;
 - v. any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and / or;
 - vi. any errors or exclusions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

19. PRIVACY

FastBuyer acknowledges that when you download, install or use the Services, FastentixPay may use automatic means (including, for example, cookies and web beacons) to collect information about FastBuyer's device use of the Services. FastBuyer also may be required to provide certain information information collected by FastentixPay through or in connection with the Services is subjected to FastentixPay's Privacy Policy. By downloading, installing, using and providing information to or through the Services, FastBuyer consents to all actions taken by FastentixPay with respect to the FastBuyer's information in compliance with the Privacy Policy.

20. FORCE MAJEURE

No failure or omission by any party to carry out its obligations or observe any of the stipulations or conditions of this Term of Service shall give rise to any claims against the party in question or be deemed a breach of this Term of Service if such failure or omission arises from a cause of force majeure, such as acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labour, delay in deliveries from subcontractors or machine failure caused by force majeure, or any other event outside the control of the party in question.

The Party affected shall as soon as possible notify the other Party in writing of the commencement and (if applicable) end of said circumstances.

21. RELATIONSHIP OF THE PARTIES

This Term of Service or anything herein contained shall not be construed as creating a partnership or joint venture. Each party will be responsible only for its obligations under this Term of Service and neither party shall be authorised to represent or bind the other to third parties.

22. GOVERNING LAW AND COMPLIANCE

- a) This Term of Service shall be governed by and construed in all aspects in accordance with the laws of Malaysia and any kind howsoever arising issues between the Parties under these Terms of Service shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre in Kuala Lumpur, Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.
- b) The parties hereto each undertakes to comply with all laws and regulations as may be applicable to the performance of its obligations under this Term of Service.

23. PARTIAL INVALIDITY

In the event of the invalidity of any part or provision of these Terms of Service such invalidity must not affect the enforceability of any other part or provision of these Terms of Service.

30. CONTACTING US

In order to resolve a complaint regarding the Site or to receive further information and feedback regarding use of the Site, please contact us:

- a. By email: support@fastentix.com
- b. By phone number: +6017 694 4730
- c. By using the feedback form found on the App.

For legal notices, please send all legal notices to legal.my@fastentix.com and attention it to the "General Counsel".