

Fastentix FastMerchant Terms of Service

Preface

This FastMerchant 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 FastMerchant (**"you", "your"**) who registered as FastMerchant Account with us and it governs your use of all Services which can be defined as below. The following terms and conditions apply to FastMerchant's use of the Services.

By applying as a FastMerchant for Fastentix (the **"Services"**) through signed up through our Company's Representative and other necessary Requisition Form (the **"Forms"**) by using the Services as defined below, the FastMerchant acknowledges that you have been read and agree to be bound by all of the terms and conditions of this Term of Service and all documents incorporated by reference. Please read the following 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 Terms of Service at any time without providing notice to you. Your use of the Services shall be deemed irrevocable acceptance of these Terms of Service and any such revisions.

DEFINITION

In this FastMerchant 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 FastMerchant Term of Service, including the interpretation, the Requisition Form and the appendices attached hereto. **"Company"** means BLYON FASTENTIX SDN. BHD. (Company Registration No. 202101014365 (1414665-H)), 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.
- b. **"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.
- c. **"FastSeller"** means the party which has signed up through Fastentix's application form to use the Services as defined below.
- d. **"Fastentix"** means website which our addressed as <https://www.fastentix.com>
- e. **"FastMerchant Product / Service"** means any product or service offered by FastMerchant to its customers and which is ordered, purchased or otherwise provided to a customer pursuant to a Transaction;
- f. **"FastMerchant"** means the party which has signed up through the Fastentix Requisition Form to use the Products or relevant services as defined below.
- g. **"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.
- h. **"Services"** mean the range of services that we provide to users pursuant to this Term of Service as may be authorised by Fastentix from time to time.
- i. **"Transaction(s)"** means transactions effected and services obtained by the FastMerchant.

Terms of Service shall apply to any and all Products and / or the Services that the FastMerchant subscribes to from the Company. The FastMerchant agrees to abide by the additional terms and conditions set out in the Requisition Form and the appendices which are incorporated into this Term of Service.

PAYMENTS

1. All Transactions shall be made in Malaysia Ringgit.
2. The FastMerchant shall be liable to make payments due to the Company arising from this FastMerchant Term of Service in accordance with the provisions herein:
3. In consideration of subscribing and using the Company's Products and/or the Services, the FastMerchant shall pay the Company the applicable registration fee or system fee (the "**Fees**") and other charges at such time as may from time to time be stipulated by the Company as set forth in the Application Form or as otherwise provided by the Company in accordance with the terms of this FastMerchant Term of Service.
4. The Company may revise its applicable fees and other charges from time to time and will notify the FastMerchant in writing (which period of notification shall be determined by the Company at its sole discretion) of the date (the "**Effective Date**") when the new fees or charges become payable. The FastMerchant shall confirm in writing to the Company its acceptance or nonacceptance of the new fees or charges on or before the Effective Date. If the Company does not receive the FastMerchant's written non-acceptance of the new fees or charges within the aforesaid period on or before the Effective Date, the FastMerchant shall be deemed to have accepted the new fees or charges and shall be bound to pay the new fees or charges from the Effective Date. If the FastMerchant notifies the Company in writing on or before the Effective Date that it does not accept the new fees or charges, this FastMerchant Term of Service shall be deemed terminated on the Effective Date but without prejudice to the antecedent rights or liabilities of the parties hereto.
5. The Fees and charges payable by the FastMerchant under this FastMerchant Term of Service are exclusive of any taxes, duties, fees or government levies which may be imposed now or hereafter.
6. Prompt payment of the Fees and other charges shall be of the essence of this
7. All Fees and charges paid by the FastMerchant under this FastMerchant Term of Service shall not be refundable in the event of termination of this FastMerchant Term of Service howsoever caused.
8. Upon the execution of this FastMerchant Term of Service, the FastMerchant shall provide the Company with all necessary particulars of the account designated by the FastMerchant pursuant to Clause 8.

SECTION 1: APPOINTMENT

9. In consideration of the payment of commission stipulated herein ("**the Stimulus**") to be paid by the Company to the FastMerchant, the Company hereby invite the FastMerchant, local entrepreneur which act as a sole distributor who known as The Founder, Brand Owner of product / service who want to reach more customer and have a full control of marketplace, to sell and market the Products in the Territory described herein in accordance with the terms and conditions of this FastMerchant Term of Service.
10. For avoidance of doubt, this appointment does not confer any exclusivity and the Company shall be entitled to appoint any other FastMerchant to enter into a similar FastMerchant Term of Service in the Territory described herein.

SECTION 2: PAYMENT OF THE STIMULUS

11. The FastMerchant has full ownership of their authorized resellers/stockist ("**FastSeller**") and is entitled with 0.5% profit margin from each completed transaction made by their authorised FastSellers who sold and marketed the eligible Products as described herein: -
12. The Company reserves the right to cease payments of future stimulus in the event it is satisfied that a FastSeller has breached the Terms of Service which involves any trade or activities deemed undesirable by the Company (refer to Appendix 1 herein) and failed to provide the necessary aftersales services to the FastMerchant.
13. The Company allows FastSellers to register with any FastMerchant(s) subject to approval by that particular FastMerchant to be their eligible FastSeller and is entitled with 0.5% profit margin from each completed transaction.

SECTION 3:

14. The FastMerchant shall sell and market the Products to FastSeller who are eligible in Malaysia (“the Territory”).

UNDERTAKINGS OF THE FASTMERCHANT

The FastMerchant agrees and undertakes throughout the term of this FastMerchant Term of Service that the FastMerchant shall:

15. not make any warranty or representation whatsoever in relation to the Products or the Services which may bind the Company or render the Company liable in any way whatsoever;
16. 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 smartphone, 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.
17. not alter, copy, modify or tamper with any hardware or software provided by the Company (if any);
18. install such measures as may be necessary to protect the security and integrity of related hardware or software, whether owned by the FastMerchant or the Company;
19. where required, comply with all security or encryption standards, rules and procedures imposed by the Company;
20. make connections to such other systems as the Company may require from time to time;
21. maintain at the FastMerchant’s own expense adequate quantities of consumables for the hardware as may be required from time to time;
22. 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;
23. prior to using the Products or the Services, open and maintain at all times during the term of this FastMerchant Term of Service, an account in its name with one of the local banks which shall be designated for purposes of clearing and settling Transactions handled by the FastMerchant;
24. inform the Company of any change in the particulars of the FastMerchant’s designated bank account; and
25. maintain, throughout the term of this FastMerchant Term of Service, adequate and competent personnel to operate the Products or the Services.

PROHIBITED BUSINESS OR ACTIVITIES OF THE FASTMERCHANT

The FastMerchant shall ensure that it does not involved or engaged in the following types of business or activities or the products sold to the FastMerchant’s users shall not contain articles which are prohibited or restricted under any and all applicable laws and regulations, including products listed by in the **Appendix 1** below, which may be updated by the Company from time to time and can be found on Fastentix’s.

UNDERTAKINGS OF THE COMPANY

The Company agrees and undertakes that it shall:

26. use its best endeavours to provide to the FastMerchant the Products and / or the Services for which the FastMerchant subscribes;
27. provide training on the use and operation of the hardware and / or software for the Products and / or the Services to the FastMerchant’s personnel on such terms as the parties shall agree; and
28. where required, at the FastMerchant's expense, install the hardware at the FastMerchant's premises on or by such installation date as the parties may agree.
29. 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 FastMerchant for any loss or damage howsoever caused and regardless of the form of loss or damage which may be suffered or incurred by the FastMerchant or any third party in connection with this FastMerchant 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.

PROPRIETARY RIGHTS

30. The Company hereby grants to the FastMerchant, for the term of this FastMerchant Term of Service, a personal non-assignable non-exclusive license to use the Marks in connection only with its provision of the Products and / or the Services in accordance with such manner of use as may be stipulated or permitted by the Company from time to time and the FastMerchant agrees that it shall derive no title or interest in the Marks or any part thereof and shall not attain any goodwill in respect thereof.
31. The FastMerchant undertakes to put up and display such signs and to distribute such materials at its premises relating to the Products and / or the Services, whether or not such materials contain the Marks, as may be reasonably required by the Company from time to time but not to otherwise do so without the prior written consent of the Company.
32. The FastMerchant hereby authorises and consents to the Company making reference to, using and reproducing the FastMerchant's name, trademarks, logos, signs, acronyms and other insignia in any material or medium for the advertisement, publicity and promotion of the Products and / or the Services provided that the Company shall not thereby or otherwise derive any title, interest, claim, right or goodwill in the same.

DISPUTES

33. The Company shall not be involved in any dispute or claim that may arise between the users and the FastMerchant.
34. 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 FastMerchant 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 FastMerchant, the discrepancies shall be jointly investigated by the Company and the FastMerchant using information from both parties whenever appropriate, and proper adjustments (if any) shall be made.
35. The FastMerchant agrees that where multiple or excess payments have been affected by or on behalf of the FastMerchant's users in respect of any Transaction, whether through the Products or the Services or through any other existing system of payment, the FastMerchant 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.

INDEMNITY

The FastMerchant hereby agrees and undertakes to fully indemnify and keep the Company harmless from and against all actions, claims, costs (including legal costs on a full indemnity basis), losses, charges, expenses and damages which the Company may suffer or incur as a result of:

36. the occurrence of any event under Clause 37;
37. any fraud, dishonesty or misconduct (criminal or otherwise) relating to the Transactions perpetrated by the FastMerchant, its servant, agent, employee or contractor or the fraud, dishonesty or misconduct (criminal or otherwise) perpetrated by a third party as a result of the negligence or default of the FastMerchant, its servant, agent, employee or contractor;
38. any loss caused by or-to-or damage to any of the Company's equipment arising out of the act or omission whether negligent or otherwise of the FastMerchant, its servant, agent, employee or

- contractor or out of any failure of the FastMerchant, its servant, agent, employee or contractor to operate the equipment in accordance with the procedures prescribed by the Company; and
39. The FastMerchant shall not hold the Company liable or responsible for any action, claim, cost, expense, damage and loss, including consequential loss or damage or loss of profit, which the FastMerchant may suffer or incur as a result of a breakdown in the provision of the Products and/or the Services or when the Products and/or the Services are not available for any reason whatsoever.

DISCLOSURE

40. The FastMerchant hereby agrees and consents to the disclosure and release by the Company of any information in the possession of the Company relating to the FastMerchant, 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 FastMerchant 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 FastMerchant Term of Service.

NOTICES

41. Unless otherwise provided herein or agreed to in writing by the parties hereto, all notices or other communications to or upon the FastMerchant 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.

ASSIGNMENT

42. This FastMerchant Term of Service shall be binding upon the parties hereto and their respective successors and assigns and legal Representatives and shall not be construed so as to confer any benefit upon any other person except as expressly provided herein.
43. The FastMerchant shall have no right to assign or transfer the FastMerchant's rights and obligations in this FastMerchant Term of Service and shall remain fully liable for all of the FastMerchant's respective duties, liabilities and obligations hereunder.
44. The Company shall be entitled to assign its rights and benefits and transfer its obligations under this FastMerchant Term of Service at any time by giving the FastMerchant written notice thereof in which event the said assignment and transfer shall ipso facto take effect.
45. A red flag notification report will be sent to FastMerchant once the selected FastSeller is not able to perform the delivery three times on occasions to the FastBuyer.
46. FastMerchant is required to change another available FastSeller if the selected FastSeller is not responding after a purchase has been made by the FastBuyer.
47. FastMerchant is required to grant an absolute right to Fastentix to opt for another FastSeller if the selected FastSeller is not able to carry out the delivery.

LIABILITY TO CONTINUE

48. Unless this FastMerchant Term of Service is terminated in accordance with Clause 7, Clause 32 or Clause 35 herein, the liability of the FastMerchant under this FastMerchant Term of Service shall continue notwithstanding any change in its constitution and in the case of a firm, any change in its constitution whether by withdrawal, retirement, expulsion, death or admission of any partner, amalgamation, dissolution or otherwise; in the case of a body of corporate, the winding-up whether voluntary or compulsory or any amalgamation, reconstruction or otherwise; and in the case of a statutory body, the amalgamation, merger, reconstruction, privatisation, dissolution or

otherwise and this FastMerchant Term of Service shall continue in full force and be binding on the entity formed or the party appointed to carry on the FastMerchant's business.

RELATIONSHIP OF THE PARTIES

49. This FastMerchant 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 FastMerchant Term of Service and neither party shall be authorised to represent or bind the other to third parties.

SEVERABILITY

50. 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 FastMerchant Term of Service of the Company, be severed from this FastMerchant Term of Service and rendered ineffective so far as is possible without affecting the legality, validity and enforceability of the remaining provisions of this.

INDULGENCE

51. The liability of the FastMerchant 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 FastMerchant 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.

FORCE MAJEURE

52. Neither Party shall be liable to the other for loss or damage resulting from delay or failure to perform these Terms of Service, or any terms hereunder, either in whole or in part, when the same is due to causes beyond its reasonable control, including but not limited to civil war, insurrections, strikes, riots, fires, floods, explosions, earthquakes, serious accidents or any acts of God, government regulations, epidemics, quarantine or labour trouble resulting in cessation, slowdown or interruption of work. In the event of the same, the Parties' obligations herein and the delivery dates shall be extended for the periods of such circumstances only so far as they affect the performance of these Terms of Service.
53. The Party affected shall as soon as possible notify the other Party in writing of the commencement and (if applicable) end of said circumstances.

RELATIONSHIP

54. The Parties are independent contracting parties, and nothing in these Terms of Service will make any Party the employee, partner, agent, legal representative, trust or joint ventures of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

ENTIRE FASTMERCHANT TERM OF SERVICE

55. Terms of Service constitute the entire FastMerchant Term of Service between the Parties concerning the subject matter of these Terms of Service and supersedes all prior negotiations, arrangements, FastMerchant Term of Services and understandings, either oral or written, between the Parties.

GOVERNING LAWS

56. These Terms of Service shall be governed by and construed under the laws of Malaysia. Any dispute, controversy, claim or difference of any kind whatsoever arising 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 ("AIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. There will be one (1) arbitrator and the language of the arbitration shall be English. Both Parties agree that Part III of the Arbitration Act 2005 shall not apply to this FastMerchant Term of Service or the arbitration proceedings arising out of this FastMerchant Term of Service.

PARTIAL INVALIDITY

57. 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.

WAIVER

58. A Party's failure to exercise or delay in exercising a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.

CONTACTING US

If you have complaints, feedback or believe a User or FastMerchant on our Platform is violating these Terms of Service, please contact us:

- i. using our feedback function located under settings on the Platform
- ii. through an email, support@fastentix.com;
- iii. through our hotline number, +60176944730 (0900 - 1700)

Please send all legal notices to legal@fastentix.com and issue it as attention to the "General Counsel".

APPENDIX 1

(This appendix shall be read and construed as an essential part of this Agreement)

1. Direct Marketing - Travel-Related Arrangement Services
2. Direct Marketing - Outbound Telemarketing Merchants
3. Outbound telemarketers
4. Direct Marketing - Continuity / Subscription Merchants
5. Direct Marketing - Other Direct Marketers - not elsewhere classified
6. Direct Marketing - Inbound Telemarketing Merchants
7. Multi-level marketing businesses, Unlicensed Multi-level marketing
8. Rebate-based business and up-selling merchants
9. Pyramid or Ponzi scheme, matrix program and other "get rich quick" schemes
10. Telemarketing
11. Time sharing
12. Gold bar
13. Investment scheme
14. Buyers' Club / Membership clubs
15. Key-entry Telecom Merchant providing single local and long-distance phone calls using a central access number in a non-face-to-face environment using key entry

16. Telecommunication Services including but not limited to prepaid phone services and recurring phone services
17. File sharing services
18. Illegal downloads of movies, music, computer and video games or software
19. Items or downloads infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction
20. Counterfeit designer/luxury goods
21. Stolen goods including digital and virtual goods
22. Drugs, Drug Proprietors, and Druggists Sundries
23. Drug Stores, Pharmacies
24. Drugs, drug paraphernalia and drug test circumvention aids
25. Miracle Cures
26. Internet pharmacies / internet pharmacy referral site
27. Counterfeit pharmaceutical products
28. Cigar Stores and Stands
29. Tobacco / Cigar / Electronic Cigarette / Nicotine content products
30. Counterfeit tobacco products (e.g., cigarettes, cigars)
31. Alcohol
32. Video Entertainment Rental Stores
33. Gambling transaction, gaming and/or any other activity with an entry fee and a prize, includes casino games, sports betting, horse, dog or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), sweepstakes and non- sports intrastate internet
34. Credit Counselling / Credit repair services
35. Credit repair or debt settlement services, credit transactions or insurance activities
36. Credit protection / Identity thief protection
37. Associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card
38. Associated with the sale of traveller's checks or money orders
39. Check cashing businesses
40. Currency and forex
41. Firearms / weapons
42. Fireworks and hazardous materials
43. Pornography and adult content
44. Sexually oriented materials or services
45. Items that are considered obscene
46. Human remains and body parts
47. Sale of a good or service, including an image, which is patently offensive and lacks serious artistic value (such as images of non-consensual sexual behaviour, sexual exploitation of a minor, non-consensual mutilation of a person or body part, and bestiality)
48. Payment aggregator
49. Items promote hatred, racism, religious persecution or contain offensive content Items encouraging illegal activity
50. Involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent

(The above list may not be exhaustive or final, the Company reserves all its rights to add on or delete the list from time to time subject to the current applicable rules and regulations of the country)