

## Fastentix FastSeller Terms of Service

### Preface

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

By applying as FastSeller 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, FastSeller 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.

By signing the Application Forms and other necessary forms (the **"Forms"**) and paying the requisite Return Voucher registration fee (the **"Fees"**) as defined below, the FastSeller acknowledges that the you have read and agree to be bound by all of the terms and conditions of this Term of Service and all documents incorporated by reference.

WHEREAS: -

- a. The Company is engaging in introducing, marketing and distributing our e-commerce marketplace; Fastentix applications (Apps), a marketplace solution more particularly described as **"Fastentix"** (**"the Products"**).
- b. The Company desires to appoint the FastSeller as its lawful sole distributor to sell and market the Products and to provide after sale service to FastMerchants who are eligible.
- c. The FastSeller agrees to accept such appointments and to represent the Company and to sell and market the Products and to provide after sale service to FastMerchants who are 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 FastSeller 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 FastSeller 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. **"FastSeller"** 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 FastMerchant to its customers and which is ordered, purchased or otherwise provided to a customer pursuant to a Transaction;
- g. **“Products”** means Fastentix’s business solution through the application (Apps) FASTENTIX and other related services;
- h. **“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;
- i. **“Services”** mean the range of services that we provide to users pursuant to this fastSELLER Term of Service as may be authorised by Fastentix from time to time;
- j. **“Transaction(s)”** means transactions effected and services obtained by the FastSeller;

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

### **SECTION 1: APPOINTMENT**

The Company hereby assigned the FastMerchant to appoint their authorized FastSeller which hereby accepts the appointment by the Company to be and act as a reseller, stockist, franchisee to sell and market the Products and to provide after sale service to FastMerchants who are eligible in the Territory described herein in accordance with the terms and conditions of this Term of Service.

For avoidance of doubt, this appointment does not confer any exclusivity and the Company shall be entitled to appoint any other similar FastSeller to enter into a similar agreement in the Territory described herein.

### **SECTION 2: FEE AND PAYMENT**

### **SECTION 2: TERRITORY**

The FastSeller shall sell and market the Products of FastMerchants who are eligible in Malaysia (**“the Territory”**).

### **SECTION 3: COVENANT BY FASTSELLER**

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

- a. Requirement to be as a FastSeller, an individual must be registered with Fastentix system as fastBUYER which confirm that he or she is a Malaysian citizen who is above 18 years old but not exceeding 65 years old which,
  - i. maintains an active bank account in Malaysia.
  - ii. The FastSeller must submit a hardcopy of his identity card (for Malaysian) or all other necessary documents whenever required by the Company.
- b. The FastSeller shall pay and be equipped with the necessary Marketing Tools as described herein after signing up on-line and before approaching any FastMerchant.

### **Permitted Use of Name, Marketing Tools and Advertisement**

- c. The FastSeller shall not use the name of “BLYON GROUP BERHAD”, “BLYON FASTENTIX” or “FASTENTIX” or any other names related to the Company to raise funds in whatsoever manner or for any other purposes.
- d. The FastSeller shall only use the standardised name cards, buntings, banners, T-shirts, caps and any other necessary trade or promotional or marketing tools (hereinafter collectively referred to

as “the Marketing Tools”) designed and produced by the assigned panel designers or producers of the Company.

- e. The FastSeller shall not hold any promotional booth, event or activity without prior written approval from the Company or against the standard being imposed by the Company.
- f. The FastSeller shall not publish, advertise or circulate information and / or documents regarding “BLYON GROUP BERHAD’, “BLYON FASTENTIX” or “FASTENTIX” or any other name related to the Company or this Fastentix FastSeller Term of Service unless specifically authorised in writing by the Company and subject to the terms of this Term of Service.
- g. The FastSeller shall not do any of the following acts without having obtained prior written approval from the Company to do so: -
  - i. inserts or display any advertisement in respect of the Company in any mass communications media and or electronic transmitted devices; or
  - h. issue or cause to be issued any circulars or publications or write any letters to mass communications media and or electronic transmitted devices in respect of the Company
  - i. The FastSeller shall indemnify and keep indemnified the Company from and against all actions, demands, claims, damages, penalties and costs which may arise out of any unauthorised action, utterance, publication and or statement whatsoever by the FastSeller and / or his servants.

#### **Participation and Attendance in Training, Meetings, Activities and Events**

- j. The FastSeller shall participate and attend training provided by the Company from time to time.
- k. The FastSeller shall participate and attend meetings held by the Company from time to time. The regular meeting shall be at least once a month.
- l. The FastSeller shall resort to FAQs in the portal when encountering problems or convey any predicament, difficulty or issue relating to FastMerchants or in selling and marketing the products during the regular meeting.
- m. The FastSeller shall participate and attend activities, events or promotions organised by the Company.
- n. The FastSeller shall abide by the Standard Operating Procedure (“SOP”) imposed by the Company on customer service support, recruitment of FastSellers and other relevant issues in selling and marketing the Products. Issues on customers’ complaints shall be resolved by the FastSeller within forty-eight (48) hours after being notified by the Company failing which, reasons must be provided by the FastSeller to the Company, as the case may be.

#### **SECTION 5: COVENANT BY COMPANY**

The Company undertakes to the FastSeller and shall perform the following to enable, facilitate and support the FastSeller in selling and marketing the Products: -

- a. The Company shall upon receipt of payment of the fee or agreement to pay the fee from merchants provide or cause to be provided the Products to merchants who are eligible. The Company further undertakes to the Agent that any technical issues relating to the Products or any development or upgrading of the Products shall be the duty and obligation of the Company or he duty and obligation of the Service Agency to deal with the Company.
- b. The FastSeller is required to co-operate and work together with the Service Agency at any promotional booth, road show, activity or event approved by the Company to promote the Products or recruit merchants or agents.
- c. The Company shall provide necessary training to the FastSeller to equip the FastSeller with necessary technical knowledge and information to sell and market the Products.
- d. The Company or the Service Agent shall provide and keep the FastSeller updated on its Standard Operating Procedure (“SOP”) imposed by the Company.
- e. The Company shall provide or cause to be provided solutions on technical issues to the FastSeller.

## SECTION 6: TERM

- a. The FastSeller shall begin to sell and market the Products on a date to be decided by the Company (hereinafter referred to as “**the Start Date**”). The FastSeller shall be permitted to sell and market the Products for a period of one (1) year from the Start Date.
- b. This FastSeller Term of Service will automatically renew for a further period of one (1) year from the Start Date on an annual basis until terminated by either of the Parties as described below in this Term of Service.

## SECTION 7: PRINCIPAL-FASTSELLER RELATIONSHIP

- a. The Parties agree that nothing herein shall be construed or deemed to create an employment, a partnership or a joint venture relationship with the Company, its parent, subsidiaries or affiliates for any purpose whatsoever.
- b. The FastSeller does not have, nor will the FastSeller hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of the principal, its parents, subsidiaries or affiliates save and except for the terms being agreed in this FastSeller Term of Service.
- c. The FastSeller hereby agrees to indemnify and save harmless the Company from and against any loss, costs or other liability whatsoever arising from or out of or in any way related to the provision of services by the FastSeller to any FastMerchant or out of the wanton or reckless conduct or dishonesty of the FastSeller in respect of any such services.

## SECTION 8: TERMINATION

- a. This FastSeller Term of Service may be terminated by the Company at any time, without notice, if the FastSeller is found committing serious misconduct or guilty of any criminal offence and sentenced by the Court of competent jurisdiction in Malaysia and being declared as a bankrupt or insolvent. Thereafter this FastSeller Term of Service shall be rendered null and void and neither party shall have further claim against each other save and except for any antecedent breach. In the case of the Agent is a limited company, the Agent being referred to herein shall be applicable to the directors of the Agent company.
- b. In the event of breach of any of the covenants or terms and conditions herein, this FastSeller Term of Service may be terminated by the Company subject to the following: -
  - i. In case of the breach which is capable of being remedied: -
  - ii. the Company shall give 30 days’ notice (“the 1<sup>st</sup> Notice”) to the FastSeller to remedy the breach;
  - iii. If the FastSeller refuses, fails and / or neglects to remedy the breach after the 1<sup>st</sup> Notice and the good faith discussion or counselling, the Company shall terminate this FastSeller Term of Service forthwith.
  - iv. In case of the breach which is incapable of being remedied or death or disability of the Agent:
  - v. The Company shall give 30 days’ written notice to the FastSeller to terminate this FastSeller Term of Service.
- c. The FastSeller may terminate this FastSeller Term of Service by giving 30 days' written notice to the Company.

## SECTION 9: INTELLECTUAL PROPERTY

### 9.1 General

- a. The FastSeller hereby acknowledges and agrees that all intellectual property belonging to or in the name of the Company or developed in the course of this FastSeller Term of Service shall be and remain the exclusive property of the Company and the FastSeller shall not at any time acquire or claim any right, title or interest in or to any such intellectual property.
- b. For the purposes hereof, the term “**Intellectual Property**” shall mean all intellectual property and proprietary rights, including:
  - i. inventions (whether patented, unpatented or un-patentable);
  - ii. branding and trademarks;

- iii. copyrights and works of authorship;
  - iv. industrial design, mask works and mask work rights;
  - v. trade secrets, know-how and confidential business information (including technical data and documents);
  - vi. software and algorithms;
  - vii. domain names, web presence and website content;
  - viii. advertising and promotional material; and
- c. all tangible and intangible manifestations of such intellectual property.

## **9.2 Third Party Intellectual Property**

- d. If in the furtherance of this FastSeller Term of Service and / or in selling or marketing the Products the FastSeller shall utilise any third party's Intellectual Property, the Agent shall ensure that it has all due authority, right, and / or license to utilise the same from the third party and the FastSeller shall ensure that such due authority, right, and / or licenses obtained by the FastSeller from such third party shall be extended to the Principal prior to entering into any agreement between the Principal and the third party.

## **9.3 Effect of Termination, Expiry or Lapse**

- e. Except where otherwise agreed by the Parties hereto in writing, upon termination of this FastSeller Term of Service, the FastSeller shall, and / or shall procure that its respective employees, servants and agents:
- i. immediately cease use of the Intellectual Property;
  - ii. within thirty (30) Business Days return to the other, or if the other requests in writing, destroy all copies of the Intellectual Property and any documentation provided by the other in its possession, custody or control; and
  - iii. the obligation with regards to the Intellectual Property herein shall continue notwithstanding the termination or expiry of this FastSeller Term of Service.

## **SECTION 10: LIMITATION OF LIABILITY**

- a. In no event shall either Party under this FastSeller Term of Service have any liability to the other for any special, consequential, exemplary, incidental, or punitive damages arising out of this FastSeller Term of Service or in connection with any performance under this FastSeller Term of Service.
- b. Any limitation of liability agreed herein shall not apply, restrict, or exclude a defaulting Party's liability in cases of wilful or intentional misconduct, or gross negligence by the defaulting Party in which case the defaulting Party shall be fully liable to indemnify the non-defaulting Party of all losses on a full indemnity basis. Without derogating from the generality of the foregoing, such acts shall include, but shall not be limited to:
- i. fraud, or fraudulent misrepresentation;
  - ii. death and personal injury due to negligence;
  - iii. damage to real and personal property;
  - iv. wilfully malicious conduct;
  - v. breach of any Intellectual Property rights;
  - vi. breach of the confidentiality obligation herein;
  - vii. any acts or omissions which give rise to third party claims against the innocent Party; and
  - viii. any other conduct to the extent that any exclusion or limitation is prohibited by the Laws.

## **SECTION 11: NON-COMPETITION AND NON-PERMITTED USE OF COMPANY'S RESOURCES**

- a. During the course of this FastSeller Term of Service, the FastSeller agrees and undertakes to the Company to refrain from engaging, directly or indirectly, in any form of commercial competition (including, but not limited to, through business, marketing, investment or financial activities) with the Company. The FastSeller agrees not to engage in any form of commercial competition either

single-handedly or through the employment or contracting with a third-party or specifically, the FastSeller shall not:

- b. Use any of the business information given by the Company to the directly or indirectly to procure a commercial advantage over the Company or otherwise use any designs, ideas or concepts created by or belonging to the Company without the express written consent of the Company;
- c. Solicit the clients or customers of the Company to provide services or supply goods to them of the same or a similar type to those provided by the FastSeller during the course of this FastSeller Term of Service and for a period of two (2) years following the termination of this FastSeller Term of Service;
- d. Endeavour to entice away from the Company or employ or offer to employ any person who is employed by the Company during the term of this FastSeller Term of Service and for two (2) years following the termination of this FastSeller Term of Service, whether or not the person would commit a breach of his or her contract of employment by being enticed or accepting employment with them. This prohibition shall not apply to the recruitment of any such employee who has answered a bona fide advertisement or been recruited by an agency to the FastSeller, if the FastSeller has not given directly or indirectly any form of encouragement to that employee to do so.
- e. During the course of this FastSeller Term of Service, the FastSeller agrees and undertakes to the Company to refrain from using any resources belongs to the Company directly or indirectly, in any form of collaboration (including, but not limited to, through business, marketing, investment or financial activities), in particular with the Service Agency /Sub Service Agency / Agencies in any part of the Territory to promote the FastSeller's own business provided always that the FastSeller's own business subscribes the Products as the FastMerchant of the Company and always subject to terms and condition to be imposed by the Company.

## **SECTION 12: CONFIDENTIALITY**

- a. The Parties irrevocably undertake and covenant with each other that it shall not during and after the subsistence of this FastSeller Term of Service divulge, replace, copy, duplicate, reverse engineer, modify, tamper, exploit, disclose, and/or transmit to any person whosoever or otherwise make use of and to prevent the publication or disclosure of any confidential information unless prior written approval of the other has been obtained or where such disclosure is required by law.
- b. For the purposes hereof, the term **"Confidential Information"** shall mean and include the following: -
  - i. information or material which is marked as **"Confidential"**, **"Proprietary"**, or **"Restricted"**;
  - ii. information or material not generally known outside of the Parties or otherwise not available to the general public at the time of the disclosure; and
  - iii. business plans, models, methods, and strategies, client and customer lists, client and customer data, technical specifications, drawings and documents, and trade secrets shall be deemed confidential.
- c. On request from a Party (hereinafter referred to as the **"Disclosing Party"**), the other Party (hereinafter referred to as the **"Recipient Party"**) shall forthwith return to the Disclosing Party any Confidential Information which the Disclosing Party had previously supplied to the Recipient Party. Where such Confidential Information cannot for any reason be returned to the Disclosing Party, then the Recipient Party shall destroy such Confidential Information in such manner as the Disclosing Party shall prescribe.
- d. The confidentiality obligations herein shall not apply to information that:
  - i. is or becomes public knowledge through no fault of the Recipient Party;
  - ii. is known to the Recipient Party without restriction prior to the receipt from the Disclosing Party in furtherance of this Agreement, from its own independent sources as evidenced by the Recipient Party's written records, and which was not acquired, directly or indirectly, from the Disclosing Party;
  - iii. the Recipient Party receives from a third party known to have a right to transmit such information and under no obligation to keep such information confidential;



- iv. is independently developed by the Recipient Party's employees, agents, or representatives provided that the Recipient Party is able to show that such employees, agents, or representatives had no access to Confidential Information; or
- v. is Confidential Information required to be disclosed by virtue of a court order or statutory obligation provided that prior written notice is given to the Disclosing Party to enable the Disclosing Party to take steps to protect its interests in the information.
- e. The obligation of confidentiality herein shall continue notwithstanding the termination or expiry of this FastSeller Term of Service.

### **SECTION 13: COMPLIANCE WITH PERSONAL DATA PROTECTION ACT 2010**

- a. The Parties shall recognise that in the course of carrying out the covenants or obligations of this FastSeller Term of Service, a Party may have access to the Confidential Information belonging or pertaining to the FastMerchants, customers, FastSellers or employees (hereinafter referred to as **"the Personal Data"**) and in this respect, the Recipient Party hereby undertakes that:
  - i. it shall not, at any time, use or copy the Personal Data for any reason other than for the purposes of carrying out the covenants or obligations under this FastSeller Term of Service; and
  - ii. it shall comply with all applicable laws pertaining to confidentiality and the privacy of Personal Data including the Personal Data Protection Act 2010 of Malaysia.
- b. The Recipient Party agrees to fully indemnify and hold the Disclosing Party harmless from and against any claim, loss or expense that the Disclosing Party may suffer as a result of the failure on the part of the Recipient Party or its personnel to comply with the requirements as to confidentiality herein.
- c. This indemnity shall survive the termination of the FastSeller Term of Service. For the avoidance of doubt, entities within the Disclosing Party group shall have the full benefit of and protection under this Clause through the Disclosing Party and the definition of Confidential Information including customer information shall cover the entities within the Disclosing Party group, where applicable. The obligations herein shall survive expiration or termination of this FastSeller Term of Service.
- d. For the avoidance of doubt, in respect of Personal Data received from the FastSeller, the Company shall be entitled to assume that the FastSeller shall have duly procured all necessary consents from the merchants, customers, agents, or employees or otherwise the individual to whom the Personal Data belongs in performing the Services or for the purposes of carrying out the covenants or obligations under this FastSeller Term of Service.

### **SECTION 14: GENERAL**

- a. **GOVERNING LAW:** This FastSeller Term of Service shall be governed and construed by the laws of Malaysia. Both Parties consent to the non-exclusive jurisdiction of Malaysian Courts.
- b. **ASSIGNMENT:** This FastSeller Term of Service, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- c. **AMENDMENTS:** This FastSeller Term of Service may be amended from time to time by the Company.
- d. **NO WAIVER:** None of the terms of this FastSeller Term of Service shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this FastSeller Term of Service between the Parties. No waiver of any term or provision of this FastSeller Term of Service shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this FastSeller Term of Service shall not constitute waiver of such term or any other term.
- e. **SEVERABILITY:** If any provision or term of this FastSeller Term of Service is held to be unenforceable, then this FastSeller Term of Service will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the FastSeller Term of Service, valid and enforceable. The invalidity or unenforceability of any provision of this FastSeller Term of Service shall not affect the validity or enforceability of the remaining terms and provisions,

which shall be enforced as if the offending term or provision had not been included in this FastSeller Term of Service.

- f. ENTIRE AGREEMENT: This FastSeller Term of Service constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- g. HEADINGS: Headings to this FastSeller Term of Service are for convenience only and shall not be construed to limit or otherwise affect the terms of this FastSeller Term of Service.
- h. FORCE MAJEURE:

Event of Force Majeure

No Party shall be in breach of its obligations under this FastSeller Term of Service if it is unable to perform or fulfil any of its obligations thereunder as a result of the occurrence of an Event of Force Majeure. An “**Event of Force Majeure**” shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall be:

- i. war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism;
- ii. ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive, toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- iii. natural catastrophe including but not limited to earthquakes, floods, tsunami, subsidence, lightning and exceptionally inclement weather;
- iv. riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this FastSeller Term of Service) which are not the fault of any of the Parties, which causes, or can reasonably be expected to cause either Party to fail to comply with its obligations; and
- v. given the special nature of this FastSeller Term of Service which is reliant on electronic connectivity, also inclusive of:
- vi. major disruptions to the telecommunications and other networks; or
- vii. suspension (temporary or indefinite) of the operations of the Products by the Government Authority.

Nevertheless, an Event of Force Majeure shall not include economic downturn (unless such economic downturn renders this FastSeller Term of Service commercially unviable for both Parties), non-availability or insufficient funds or lack of financing on the part of any Party to perform its obligations under this FastSeller Term of Service.

Notification of Force Majeure

- i. If an Event of Force Majeure occurs which renders a Party to be unable to perform or fulfil any of its obligations under this FastSeller Term of Service, the Party(s) affected shall immediately notify the other in writing of the occurrence of any Event of Force Majeure applicable to its obligations hereunder, giving full details thereof and measures being taken by the Party so affected, to reduce the severity of such event and subsequently the cessation of such event.
- ii. If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than **six (6) months**, then the Parties may mutually terminate this FastSeller Term of Service.

Consequences of Termination due to Event of Force Majeure

- iii. If this FastSeller Term of Service is terminated pursuant to **Section 14.8(c)** above, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claim against each other except for rights/claims subsisting prior to termination.

Delay

- iv. Provided that the Party to this Agreement affected by the Event of Force Majeure has complied with the requirement to provide notice in accordance with **Section 14.8(b)** it shall not be liable for any delay in performing its obligation under this Agreement to the extent that



such delay has been caused by one or more of Event of Force Majeure. The Parties agree that the time for completion of any obligation under this Agreement and the time for completion, if any, shall be extended by the amount of the delay caused by such Event of Force Majeure.

- v. Notwithstanding **Section 8(e)** above, if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto may mutually terminate this Agreement in accordance to **Section 14.8(c)**.
- vi. NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by registered mail to the address of the relevant Party recorded in the system of the Company or email address as that Party may from time to time notify to the other Party in accordance with this Article ii) Notices sent as above shall be deemed to have been received three (3) working days after the day of posting (in the case of registered mail) or next working day after sending (in the case of email); iii) In proving the giving of a notice, it shall be sufficient to prove that the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched, and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

## **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](mailto:support@fastentix.com)
- b. By phone number: +60125479447
- c. By using the feedback form found on the App.

For legal notices, please send all legal notices to [legal.my@fastentix.com](mailto:legal.my@fastentix.com) and attention it to the "General Counsel".

## **APPENDIX 1**

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

- 3. Direct Marketing - Travel-Related Arrangement Services
- 4. Direct Marketing - Outbound Telemarketing Merchants
- 5. Outbound telemarketers
- 6. Direct Marketing - Continuity / Subscription Merchants
- 7. Direct Marketing - Other Direct Marketers - not elsewhere classified
- 8. Direct Marketing - Inbound Telemarketing Merchants
- 9. Multi-level marketing businesses, Unlicensed Multi-level marketing
- 10. Rebate-based business and up-selling merchants
- 11. Pyramid or Ponzi scheme, matrix program and other "get rich quick" schemes
- 12. Telemarketing
- 13. Time sharing
- 14. Gold bar
- 15. Investment scheme
- 16. Buyers' Club / Membership clubs

17. 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
18. Telecommunication Services including but not limited to prepaid phone services and recurring phone services
19. File sharing services
20. Illegal downloads of movies, music, computer and video games or software
21. Items or downloads infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction
22. Counterfeit designer/luxury goods
23. Stolen goods including digital and virtual goods
24. Drugs, Drug Proprietors, and Druggists Sundries
25. Drug Stores, Pharmacies
26. Drugs, drug paraphernalia and drug test circumvention aids
27. Miracle Cures
28. Internet pharmacies / internet pharmacy referral site
29. Counterfeit pharmaceutical products
30. Cigar Stores and Stands
31. Tobacco / Cigar / Electronic Cigarette / Nicotine content products
32. Counterfeit tobacco products (e.g., cigarettes, cigars)
33. Alcohol
34. Video Entertainment Rental Stores
35. 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
36. Credit Counselling / Credit repair services
37. Credit repair or debt settlement services, credit transactions or insurance activities
38. Credit protection / Identity thief protection
39. 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
40. Associated with the sale of traveller's checks or money orders
41. Check cashing businesses
42. Currency and forex
43. Firearms / weapons
44. Fireworks and hazardous materials
45. Pornography and adult content
46. Sexually oriented materials or services
47. Items that are considered obscene
48. Human remains and body parts
49. 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)
50. Payment aggregator
51. Items promote hatred, racism, religious persecution or contain offensive content Items encouraging illegal activity
52. 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)