

Fastentix Fastsquad Terms of Service

Preface

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

By applying as Fastsquad for Fastentix (the **"Services"**) through signed up through our Application Forms and other necessary forms (the **"Forms"**) by using the Products and or the Services as defined below, the Fastsquad 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 Registration fee (the **"Fees"**) as defined below, the Fastsquad 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 commence the Fastsquad as its lawful executor who are eligible in the Territory described herein, under the terms and conditions in this FastSquad 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:

DEFINITION

In this Fastsquad 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 Fastsquad Term of Service, including the interpretation, the Application Form, Fee Structure and the appendices attached hereto.
- 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. **"Fastentix"** means website which our addressed as <https://www.fastentix.com>
- d. **"Fastsquad"** means the party which has signed up through Fastentix's application form to use the Services as defined below.
- 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 Fastentix Acquisition form to use the Products or relevant services as defined below.
- g. **"Fees"** means registration fee or system fee set forth in the Application Form to entitle a person to be accepted as a lawful Fastsquad of Fastentix.

- h. **“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.
- i. **“Products”** mean Fastentix’s business solution through the application (Apps) FASTENTIX and other related services.
- j. **“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.
- k. **“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.
- l. **“Transaction(s)”** means transactions effected and services obtained by the FastMerchant.

Term of Service shall apply to and bind all the Fastsquad duly accepted by the Company. The Fastsquad agrees to abide by any additional terms and conditions published in the website of the Company which constitute an essential part of this Term of Service. Headings are for convenience only and shall not affect the construction or interpretation of this Terms of Service. This Term of Service shall apply to Fastsquad subscribes from the Company. The Fastsquad agrees to abide by the additional terms and condition which are incorporated into this Term of Service.

SECTION 1: APPOINTMENT

- a. In consideration of the payment of commission stipulated herein (**“the Stimulus”**) to be paid by the Company to the Fastsquad, the Company hereby invite the Fastsquad hereby accepts the appointment by the Company to be and act as an affiliate/dropship to promote and act as an activator to the system to create more buyer and another eligible FastSquad in the Territory described herein in accordance with the terms and conditions of this FastSquad Term of Service.
- b. For avoidance of doubt, this appointment does not confer any exclusivity and the Company shall be entitled to appoint any other FastSquad to enter into a similar FastSquad Term of Service in the Territory described herein.

SECTION 2: PAYMENT OF COMMISSION

The Fastsquad who has successfully registered and enrolled as Fastsquad are eligible and shall be paid five types of stimuluses as described herein: -

- a. A Fastquad is entitled to earn 0.5% of affiliate stimulus when someone purchases using the share linked given.
- b. A FastSquad is entitled to earn 1.5 % target 5 stimulus maximum up to three levels.
- c. A FastSquad is entitled to 3.0 % of sale stimulus when you have successfully recruited five (5) FastSquad directly under you.
- d. A FastSquad is entitled to be given stimulus by dropship commission.
- e. A FastSquad is entitled to gain your stimulus by referral commission up to three levels.
- f. The Company reserves the right to cease payments of future stimulus in the event it is satisfied that a Fastsquad has breached the Terms of Service which involves any trade or activities deemed undesirable by the Company (refer to Appendix 1 herein).

SECTION 3: TERRITORY

The FastSquad shall affiliate/dropship to promote and act as an activator to the system to create more buyers and another FastSquad who are eligible in Malaysia (**“the Territory”**).

SECTION 4: COVENANT BY FASTSQUAD

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

- a. Requirement to be as a Fastsquad, 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 and

- i. maintains an active bank account in Malaysia.
- ii. FastSquad must submit a hardcopy of his identity card (for Malaysian) or all other necessary documents whenever required by the Company.
- b. He or She shall pay the registration fee RM150 indicating an upgrade level from FastSeller or FastBuyer to a FastSquad as described herein after signing up on-line and before approaching any FastMerchant.

Permitted Use of Name, Marketing Tools and Advertisement

- c. The FastSquad shall not use the name of “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 FastSquad 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 FastSquad 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 FastSquad shall not publish, advertise or circulate information and / or documents regarding “BLYON FASTENTIX” or “FASTENTIX” or any other name related to the Company or this Fastentix FastSquad Term of Service unless specifically authorised in writing by the Company and subject to the terms of this Term of Service.
- g. The FastSquad shall not do any of the following acts without having obtained prior written approval from the Company to do so: -
 - i. insert 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 FastSquad 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 FastSquad and / or his servants.
- j.

Permitted Use of Name, Marketing Tools and Advertisement

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- e. The FastSquad shall not do any of the following acts without having obtained prior written approval from the Company to do so: -
 - i. insert or display any advertisement in respect of the Company in any mass communications media and or electronic transmitted devices; or
- f. 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-
- g. The FastSquad 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 FastSquad and / or his servants.

Participation and Attendance in Training, Meetings, Activities and Events

- h. The FastSquad - shall participate and attend training provided by the Company – from time to time.
- i. The FastSquad - shall participate and attend meetings held by the Company – from time to time. The regular meeting shall be at least once a month.
- j. The FastSquad – 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.
- k. The FastSquad – shall participate and attend activities, events or promotions organised by the Company –.
- l. The FastSquad - shall abide by the Standard Operating Procedure (“SOP”) imposed by the Company on customer service support, recruitment of FastSquads and other relevant issues.

SECTION 4: COVENANT BY COMPANY

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

- a. The Company shall upon receipt of payment of the fee or FastSquad Term of Service to pay the fee from merchants provide or cause to be provided the Products to merchants who are eligible. The Company further undertakes 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 the duty and obligation of the Service Agency to deal with the Company.
- b. The FastSquad – is required to cooperate 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 s.
- c. The Company shall provide necessary training to the FastSquad – to equip the FastSquad – with necessary technical knowledge and information to sell and market the Products.
- d. The Company or the Service shall provide and keep the FastSquad – 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 FastSquad.

SECTION 5: PRINCIPAL- 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 FastSquad - does not have, nor will the FastSquad - 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 FastSquad Term of Service.
- c. The FastSquad - 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 FastSquad – to any FastMerchant or out of the wanton or reckless conduct or dishonesty of the FastSquad - in respect of any such services.

SECTION 6: TERMINATION

- a. This FastSquad Term of Service may be terminated by the Company at any time, without notice, if the FastSquad – 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 FastSquad 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 a limited company, the being referred to herein shall be applicable to the directors of the company.

- b. In the event of breach of any of the covenants or terms and conditions herein, this FastSquad 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 1st Notice") to the FastSquad - to remedy the breach;
 - iii. If the FastSquad - refuses, fails and / or neglects to remedy the breach after the 1st Notice and the good faith discussion or counselling, the Company shall terminate this FastSquad Term of Service forthwith.
 - iv. In case of the breach which is incapable of being remedied or death or disability of the :
 - v. The Company shall give 30 days' written notice to the FastSquad – to terminate this FastSquad Term of Service.
- c. The FastSquad - may terminate this FastSquad Term of Service by giving 30 days' written notice to the Company.

SECTION 7: INTELLECTUAL PROPERTY

7.1 General

- a. The FastSquad - hereby acknowledges and agrees that all intellectual property belonging to or in the name of the Company or developed in the course of this FastSquad Term of Service shall be and remain the exclusive property of the Company and the FastSquad – 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.

7.2 Third Party Intellectual Property

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

7.3 Effect of Termination, Expiry or Lapse

- e. Except where otherwise agreed by the Parties hereto in writing, upon termination of this FastSquad Term of Service, the FastSquad – shall, and / or shall procure that its respective employees, servants and s:
 - 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 FastSquad Term of Service.

SECTION 8: LIMITATION OF LIABILITY

- a. In no event shall either Party under this FastSquad Term of Service have any liability to the other for any special, consequential, exemplary, incidental, or punitive damages arising out of this FastSquad Term of Service or in connection with any performance under this FastSquad 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 9: NON-COMPETITION AND NON-PERMITTED USE OF COMPANY'S RESOURCES

- a. During the course of this FastSquad Term of Service, the FastSquad - 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 FastSquad - 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 FastSquad - 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 FastSquad - during the course of this FastSquad Term of Service and for a period of two (2) years following the termination of this FastSquad 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 FastSquad Term of Service and for two (2) years following the termination of this FastSquad 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 FastSquad, if the FastSquad has not given directly or indirectly any form of encouragement to that employee to do so.
- e. During the course of this FastSquad Term of Service, the FastSquad - 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 FastSquad's own business provided always that the FastSquad'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 10: CONFIDENTIALITY

- a. The Parties irrevocably undertake and covenant with each other that it shall not during and after the subsistence of this FastSquad Term of Service divulge, replace, copy, duplicate, reverse engineer, modify, tamper, exploit, disclose, and/or transmit to any person whatsoever 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 FastSquad Term of Service, 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, s, or representatives provided that the Recipient Party is able to show that such employees, s, 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 FastSquad Term of Service.

SECTION 11: 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 FastSquad Term of Service, a Party may have access to the Confidential Information belonging or pertaining to the FastMerchants, customers, FastSquads 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 FastSquad 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 FastSquad 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 FastSquad Term of Service.

- d. For the avoidance of doubt, in respect of Personal Data received from the FastSquad –, the Company shall be entitled to assume that the FastSquad shall have duly procured all necessary consents from the merchants, customers, s, 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 FastSquad Term of Service.

SECTION 12: GENERAL

- a. GOVERNING LAW: This FastSquad 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 FastSquad 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 FastSquad Term of Service may be amended from time to time by the Company.
- d. NO WAIVER: None of the terms of this FastSquad Term of Service shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written FastSquad Term of Service can constitute waiver of any of the terms of this FastSquad Term of Service between the Parties. No waiver of any term or provision of this FastSquad 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 FastSquad Term of Service shall not constitute waiver of such term or any other term.
- e. SEVERABILITY: If any provision or term of this FastSquad Term of Service is held to be unenforceable, then this FastSquad Term of Service will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the FastSquad Term of Service, valid and enforceable. The invalidity or unenforceability of any provision of this FastSquad 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 FastSquad Term of Service.
- f. ENTIRE FASTSQUAD TERM OF SERVICE: This FastSquad Term of Service constitutes the entire FastSquad Term of Service between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- g. HEADINGS: Headings to this FastSquad Term of Service are for convenience only and shall not be construed to limit or otherwise affect the terms of this FastSquad Term of Service.

h. FORCE MAJEURE:

Event of Force Majeure

No Party shall be in breach of its obligations under this FastSquad 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, tsunamis, 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 FastSquad 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 FastSquad 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 FastSquad 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 FastSquad 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 FastSquad 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 FastSquad Term of Service.

Consequences of Termination due to Event of Force Majeure

- iii. If this FastSquad Term of Service is terminated pursuant to **Section 13.8(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 FastSquad Term of Service affected by the Event of Force Majeure has complied with the requirement to provide notice in accordance with **Section 13.8(b)** it shall not be liable for any delay in performing its obligation under this FastSquad Term of Service 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 FastSquad Term of Service 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 7(e)** above, if the continuing occurrence of and 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 FastSquad Term of Service in accordance to **Section 13.8(c)**.
- vi. NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this FastSquad Term of Service 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:

- By email: support@fastentix.com
- By phone number: +6017 694 4730
- 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".

APPENDIX 1

(This appendix shall be read and construed as an essential part of this FastSquad Term of Service)

- c. Direct Marketing - Travel-Related Arrangement Services
- d. Direct Marketing - Outbound Telemarketing Merchants
- e. Outbound telemarketers
- f. Direct Marketing - Continuity / Subscription Merchants
- g. Direct Marketing - Other Direct Marketers - not elsewhere classified
- h. Direct Marketing - Inbound Telemarketing Merchants
- i. Multi-level marketing businesses, Unlicensed Multi-level marketing
- j. Rebate-based business and up-selling merchants
- k. Pyramid or Ponzi scheme, matrix program and other "get rich quick" schemes
- l. Telemarketing
- m. Time sharing
- n. Gold bar
- o. Investment scheme
- p. Buyers' Club / Membership clubs
- q. 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
- r. Telecommunication Services including but not limited to prepaid phone services and recurring phone services
- s. File sharing services
- t. Illegal downloads of movies, music, computer and video games or software
- u. Items or downloads infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction
- v. Counterfeit designer/luxury goods
- w. Stolen goods including digital and virtual goods
- x. Drugs, Drug Proprietors, and Druggists Sundries
- y. Drug Stores, Pharmacies
- z. Drugs, drug paraphernalia and drug test circumvention aids
- aa. Miracle Cures
- bb. Internet pharmacies / internet pharmacy referral site
- cc. Counterfeit pharmaceutical products
- dd. Cigar Stores and Stands
- ee. Tobacco / Cigar / Electronic Cigarette / Nicotine content products
- ff. Counterfeit tobacco products (e.g., cigarettes, cigars)
- gg. Alcohol
- hh. Video Entertainment Rental Stores
- ii. 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

- jj. Credit Counselling / Credit repair services
- kk. Credit repair or debt settlement services, credit transactions or insurance activities
- ll. Credit protection / Identity thief protection
- mm. 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
- nn. Associated with the sale of traveller's checks or money orders
- oo. Check cashing businesses
- pp. Currency and forex
- qq. Firearms / weapons
- rr. Fireworks and hazardous materials
- ss. Pornography and adult content
- tt. Sexually oriented materials or services
- uu. Items that are considered obscene
- vv. Human remains and body parts
- ww. 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)
- xx. Payment aggregator
- yy. Items promote hatred, racism, religious persecution or contain offensive content Items encouraging illegal activity
- zz. 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)