

LAPASAR VENDOR'S TERMS AND CONDITIONS

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Issued by:

Lapasar Sdn. Bhd.

Company No. 201601027289 (1198228-D)

Email: welcome@lapasar.com | Website: www.lapasar.com

LAPASAR VENDOR'S TERMS AND CONDITIONS

The Vendor (as defined hereunder) agrees that by accessing and using the website (<https://lapasar.com/marketplace/>) owned and operated by Lapasar Sdn. Bhd. (Company Registration No. 201601027289 (1198228-D)) ("**Lapasar**") known as Lapasar Marketplace ("**Marketplace**"), hereby agrees and acknowledges that the Vendor (as defined hereunder) is bound by the following terms and conditions (the "Terms and Conditions"):

By continuing to use the Marketplace, the Vendor is deemed to have accepted and is bound by the updated Terms and Conditions, regardless of whether the Vendor has expressly acknowledged the same.

1. DEFINITIONS

'Automated Invoice' means the invoice required for Lapasar to make payment to the Vendor shall be automatically generated by the Marketplace system;

'Business Days' means a day on which commercial banks are open for business in Selangor for transactions during normal business hours excluding Saturdays, Sundays and Public Holidays;

'GR' means Goods Received;

'Lapasar's Client' means any legal entity registered in the Marketplace purchasing the Products (as defined hereunder) from Lapasar on the Marketplace;

'Listed Price' means the price listed by the Vendor (as defined hereunder) in the Marketplace;

'Order' means the request to purchase the Products from the Vendor (as defined hereunder) in the Marketplace;

'Parties' shall collectively mean Lapasar and the Vendor;

'Party' means either Lapasar or the Vendor;

'Products' means the products, services or other material offered, sold, provided, or uploaded, by the Vendor (as defined hereunder) on the Marketplace;

'Service Fee' means the percentage of fee imposed by Lapasar for the usage of Lapasar's Service;

'Trademark' means the trademarks, trade names, and service marks of Lapasar;

'Transaction' means the purchase of the Products by Lapasar from the Vendor on the Marketplace in favour of Lapasar's Client;

'Transaction Fee' means the percentage of fee imposed by Lapasar for the use of the Marketplace by the Vendor (as defined hereunder);

'Transaction Price' means the value after deducting a percentage from the Listed Price as informed by Lapasar to the Vendor from time to time;

'Vendor' means any company or business entity supplying the Products on the Marketplace to be purchased by Lapasar in favour of Lapasar's Client;

'Vendor's T&C' or **'Terms and Conditions'** means these terms and conditions made available on the Marketplace including any amendments made from time to time, addendums, appendices, annexures, codes, guidelines and policies referred to herein and issued by Lapasar from time to time;

2. SERVICES OFFERED

- 2.1. Lapasar provides the Marketplace to allow the Vendor to offer, advertise, and make available the Products required to be browsed, purchased and sourced by Lapasar in favour of Lapasar's Client.
- 2.2. The Vendor shall register with Lapasar and provide sufficient details and documents as informed by Lapasar from time to time to enable Lapasar to set up an account in the Marketplace.
- 2.3. Upon completed and successful registration by the Vendor, Lapasar at all times, shall make available the following major features on the Marketplace to be utilised by the Vendor:
 - 2.3.1. A dashboard;
 - 2.3.2. A feature to list and manage Products, Orders, locality of the purchase to be made by Lapasar, number of users for the Vendor and bulk pricing sourcing;
 - 2.3.3. A feature to approve Orders and/or Products if and when approval is necessary;
 - 2.3.4. A feature to resolve disputed Orders between the Vendor and Lapasar's Client concerning amongst others, delivery and quality of the Products delivered;
 - 2.3.5. A feature for product sourcing by Lapasar to increase and/or vary the Products offered, advertised and made available by the Vendor on the Marketplace;
 - 2.3.6. A feature to generate reports concerning the Transaction;
 - 2.3.7. Access to the Marketplace;
 - 2.3.8. A feature for the Vendor's profile;
 - 2.3.9. A feature to update passwords;
 - 2.3.10. A feature for system settings;
 - 2.3.11. A feature for automated invoicing; and
 - 2.3.12. A feature to view audit logs.
- 2.4. Pursuant to 2.3.2 above, any request for bulk pricing by Lapasar shall be in the following manner:
 - 2.4.1. The Vendor shall provide a response to Lapasar's request for bulk pricing within 24 hours from the time the request is made in the Marketplace wherein Lapasar may or may not propose a bulk price for the intended bulk Orders;

- 2.4.2. A notification on the bulk pricing request shall be made to the Vendor via email by Lapasar and in the event there is no response from the Vendor within the stipulated time, Lapasar shall contact the Vendor for feedback in respect of the bulk pricing request made;
 - 2.4.3. The Vendor may counter-propose the bulk price suggested by Lapasar for the bulk Order and once the bulk price is agreed by both parties, the Vendor shall accept the bulk Order submitted in the system and proceed with delivery in accordance with Clause 3 of Terms and Conditions; and
 - 2.4.4. In the event that the Vendor does not provide any feedback within 24 hours from the time of the contact made pursuant to 2.4.3, Lapasar reserves the right to cancel the request.
- 2.5. Lapasar shall provide virtual support via email or live chat during Business Days from 9.00 a.m. to 6.00 p.m. for the following matters:
 - 2.5.1. Clarifications on the use of the Marketplace;
 - 2.5.2. Technical guidance and/or support on the use of the Marketplace;
 - 2.5.3. Technical issues or difficulties in the Marketplace;
- 2.6. Despite the above, Lapasar in its sole and absolute discretion, reserves the right to:
 - 2.6.1. Monitor, screen or otherwise control any of the Vendor's activity and/or content in respect of the Products made available on the Marketplace by the Vendor;
 - 2.6.2. Prevent or restrict access of the Vendor to the Marketplace for any reasons whatsoever;
 - 2.6.3. Report any activity to the relevant authorities for any violation of applicable laws, statutes and/or regulations and to cooperate with any authorities in respect of such report;
 - 2.6.4. Request any information and/or data from the Vendor in relation to the Products offered on the Marketplace and/or the Vendor's access to the Marketplace and in the event the Vendor refuses to disclose such information and/or data requested by Lapasar and/or provide inaccurate, misleading or false information and/or data, Lapasar may exercise its rights to suspend and/or delist the Vendor in accordance with Clause 12 below.
- 2.7. Lapasar strictly prohibits the Vendor from offering and/or advertising the Products in the Marketplace as listed in Appendix A of these Terms and Conditions.
- 2.8. Lapasar shall take all reasonable steps to ensure that the Marketplace operates in compliance with all the relevant laws and regulations in Malaysia and Lapasar reserves the right to refuse any request to utilise the Marketplace in any manner whatsoever in the event the Vendor attempts to use the Marketplace in a manner that may result in the leak of confidential information, attack on the Marketplace cybersecurity system, violation of laws and/or regulations and any other matter deemed as risks by Lapasar.
- 2.9. All Orders by a Client are placed with Lapasar, and not directly with the Vendor. The Vendor acknowledges that its contractual relationship exists solely with Lapasar, and any instructions or orders must come directly from Lapasar.

3. VENDOR'S FULFILMENT OF ORDER AND DELIVERY

- 3.1. The Vendor shall accept each Order submitted in the Marketplace **within two (2) Business Days from the Order Date**. If the Vendor fails to accept the Order within the stated period, Lapasar reserves the right to cancel the Order without prior notification to the Vendor.
- 3.2. If the Vendor is unable to accept the Order, the Vendor shall notify Lapasar in writing within two (2) Business Days from the Order Date, together with a valid justification supported by relevant documents.
- 3.3. If the Vendor accepts an Order but is unable to fulfil it within the required delivery timeline, the Vendor shall notify Lapasar in writing within two (2) Business Days from the Order Date, providing valid justification and supporting documents.
- 3.4. All Orders accepted by the Vendor shall be final and binding, and by accepting the Order, the Vendor commits to fulfilling the Order in accordance with these Terms and Conditions.
- 3.5. **All Orders must be delivered within five (5) Business Days from the date of acceptance of the Order.**
- 3.6. **The Vendor shall ensure that only Products with ready stock are listed on the Marketplace.** The actual inventory quantity must be accurately declared and updated in the system. The Vendor is expected to maintain sufficient inventory to fulfil Orders as they are received.
- 3.7. For Products that are made-to-order or not ready stock, the five (5) Business Day delivery requirement does not apply. The Vendor may propose a reasonable delivery timeline that is in line with market standards and subject to Lapasar's acceptance.
- 3.8. Business Days shall follow the location of Lapasar's Client, and not the Vendor, as the Vendor has agreed to deliver to the Client's location.
- 3.9. In the event the Vendor is unable to deliver the Products within the timeline stipulated above, the Vendor shall notify Lapasar as soon as possible, providing valid justification. Lapasar shall have the sole discretion to either cancel the Order or approve an extension of the delivery timeline.
- 3.10. The Vendor shall input delivery details in the Marketplace by providing the following information:
 - 3.10.1. Mode of delivery;
 - 3.10.2. Name of the shipment carrier or delivery provider;
 - 3.10.3. Tracking number (if delivery is via courier);
 - 3.10.4. Estimated delivery date.
- 3.11. Vendor shall notify Lapasar of the delivery by entering the following details and/or uploading relevant documents into the Marketplace:
 - 3.11.1. Date of Delivery; and
 - 3.11.2. A duly acknowledged and signed delivery order from Lapasar's Client.
- 3.12. The Vendor shall be fully responsible for any damage, loss, or penalties arising during the

point of delivery, including any issues caused by improper handling, packaging, or coordination on the part of the Vendor or its delivery agent.

- 3.13. The Vendor shall bear full liability for any late delivery penalties or claims incurred by Lapasar as a direct result of the Vendor's failure to deliver within the required timelines.
- 3.14. **Failure by the Vendor to comply with the fulfilment and delivery requirements set out in this Clause 3, particularly if such failures are repeated, shall entitle Lapasar to temporarily or permanently suspend the Vendor's account from the Marketplace in accordance with Clause 12 of these Terms and Conditions.**

4. FAIR PRICING AND MARKET PRICE ALIGNMENT

- 4.1. **The Vendor shall ensure that all Product prices listed on the Marketplace are aligned with prevailing market prices.** This is particularly applicable to standardized Products or those for which clear market comparisons are readily available.
- 4.2. Lapasar is committed to upholding a fair pricing environment that benefits all participants—Vendors, Clients, and the overall Marketplace ecosystem. Excessively inflated prices undermine trust, discourage purchases, and compromise the sustainability of the platform.
- 4.3. To support this principle of fairness, Vendors are expected to monitor and adjust their prices regularly to remain competitive and within reasonable market boundaries.
- 4.4. Lapasar may, at its sole discretion, review any Product listing and determine whether the price is unreasonable or not aligned with market benchmarks.
- 4.5. In such cases, Lapasar may take any of the following actions without prior notice or obligation to inform or warn the Vendor:
 - 4.5.1. Suspend or permanently delist the Product from the Marketplace;
 - 4.5.2. Suspend the Vendor's account temporarily or permanently;
 - 4.5.3. Take any other action deemed necessary to preserve fair pricing and market competitiveness.
- 4.6. While Lapasar may issue a warning or invite the Vendor to revise prices, it is not required to do so. The absence of prior notice shall not be deemed a breach of any obligation by Lapasar.
- 4.7. **Persistent non-compliance or repeated listing of unreasonably priced Products shall result in account suspension or termination in accordance with Clause 12 of these Terms and Conditions.**

5. CANCELLATION OF ORDER

- 5.1. Cancellation of Order by the Vendor is strictly prohibited. However, if cancellation is necessary, the Vendor shall submit the request for cancellation of the Order to Lapasar via email and/or live chat together with the following:
 - 5.1.1. Order ID and Order batch ID; and

5.1.2. Reasons for cancellation;

in which Lapasar shall have the sole right to determine whether to allow the cancellation request or to allow an extension of time for the fulfilment of the Order.

- 5.2. In the event the Order cancellation is made by Lapasar's Client, Lapasar shall have full discretion to cancel the purchase order that has been issued to the Vendor for the said Order.
- 5.3. The Vendor shall indemnify Lapasar at all material times for such instances. Lapasar shall not be responsible for any cancellation made by Lapasar's Client. However, Lapasar may offer mitigating factors to reach an amicable settlement between the Vendor and Lapasar's Client.

6. RETURN AND REPLACEMENT OF PRODUCTS

- 6.1. The Products purchased by Lapasar may be returned due to the following reasons:
 - 6.1.1. The Products were not ordered by Lapasar;
 - 6.1.2. The Products were damaged during delivery;
 - 6.1.3. The Products were counterfeit;
 - 6.1.4. The Products delivered by Lapasar has a shelf life (expiry date) of less than 3 months from the date of delivery; and/or
 - 6.1.5. There were manufacturing defects on the Products purchased from the Vendor.
- 6.2. There shall be no refunds on the return made by Lapasar but the Vendor shall provide a one-on-one replacement to Lapasar by delivering the Products to Lapasar's Client for replacement within five (5) Business Days from the date of request for replacement is made.

7. CHARGES / FEES

- 7.1. A Transaction Fee prescribed by Lapasar shall be deducted from the Listed Price on the Marketplace;
- 7.2. The Transaction Fee shall be communicated to the Vendor and should there be any changes to the Transaction Fee, it shall be communicated to the Vendor at least 7 Business Days prior to the enforcement;
- 7.3. The Transaction Fee shall be final and non-refundable in any event whatsoever;
- 7.4. For selected vendors, a Service Fee described by Lapasar shall be deducted from the Listed Price on the Marketplace and such Service Fee shall be final and non-refundable in any event whatsoever;

8. TERMS OF PAYMENT

- 8.1. Subject to Clause 7 above, Lapasar shall make payment of the Transaction Price to the Vendor within 30 to 60 days from the last day of the month in which the Orders have been

GR.

- 8.2. Should there be more than one Order that has been GR in the same month, the Transaction Price shall be consolidated into one payment. The explanation of the timeline of the Payment to be made by Lapasar shall be as follows:

Order Date	Delivered Date (aka GR Date)	End of the GR-Month	Payment Month (30 to 60 days)
2-Feb-2021	3-Feb-2021	28-Feb-2021	April
26-Feb-2021	27-Feb-2021	28-Feb-2021	April
2-Mar-2021	3-Mar-2021	31-Mar-2021	May

- 8.3. Notwithstanding the above, the Vendor may request from Lapasar an early payment to be made to the Vendor subject to an early payment fee of 2.5% to be imposed on the total Transaction Price to be paid to the Vendor.
- 8.4. Notwithstanding the above, Lapasar reserves the rights to make partial or full payments at a later date, for Orders that went to clients of Lapasar that observe a longer payment cycle. Vendors will be informed of the same.
- 8.5. The Vendor shall not be required to issue an invoice to Lapasar for the Order made through the Marketplace and an Automated Invoice shall be generated. The Vendor hereby agrees and acknowledges that all payments shall be made based on the Automated Invoice.
- 8.6. Lapasar, may, without limiting any other rights or remedies Lapasar have at law and equity, withhold any payment to the Vendor under any of the following circumstances:
- 8.6.1. The Order is disputed;
- 8.6.2. Insufficient details, incorrect banking details and documentation provided by Vendor during auto invoicing registration;
- 8.7. Any enquiries in respect of payment may be submitted to Lapasar via Lapasar live chat or by email to finance@lapasar.com (cc welcome@lapasar.com). Any payment follow-up regarding GR Order shall be accompanied by a duly signed and acknowledged delivery order and/or delivery order report.

9. WARRANTY AND INDEMNITY BY THE VENDOR

- 9.1. **Product Warranties:** The Vendor warrants that all Products sold through the Marketplace shall:
- 9.1.1. Be free from defects in materials and workmanship;
- 9.1.2. Conform to the descriptions, specifications, and images provided on the Marketplace;
- 9.1.3. Be new and authentic;
- 9.1.4. **Not be counterfeit or unauthorised replicas. Lapasar reserves the right to**

take strict action, including immediate suspension or termination of the Vendor's account, if any counterfeit Products are found; and

- 9.1.5. Be legally available for sale and not infringe any third-party rights.
- 9.1.6. Be supported by all required regulatory certificates or approvals (e.g., DOSH, SIRIM) where applicable. Products lacking the necessary certifications shall not be offered or sold on the Marketplace.
- 9.1.7. **Product images, descriptions, and any related content uploaded by the Vendor onto the Marketplace shall not include or display the Vendor's name, logo, watermark, or any other identifiable information.** All listings must appear anonymous to comply with the requirements of Clients who mandate non-branded or neutral product displays.
- 9.2. Warranty Enforcement: If any Product is found to be in breach of these warranties, the Vendor shall provide a one-on-one replacement within five (5) Business Days from the date of notification.
- 9.3. Marketplace Usage: The Vendor agrees that its use of the Marketplace and services is at its own risk and on an "as is" and "as available" basis.
- 9.4. Vendor Conduct and Compliance: The Vendor undertakes and warrants the following:
 - 9.4.1. To maintain accurate and up-to-date information on stocks, prices, and SKUs;
 - 9.4.2. Not to misuse or interfere with the services on the Marketplace;
 - 9.4.3. Not to access the Marketplace other than through interfaces and instructions provided by Lapasar;
 - 9.4.4. To comply with all applicable laws, regulations, and Lapasar's policies when using the Marketplace;
- 9.5. Vendor Indemnity: The Vendor agrees to defend, indemnify, and hold harmless Lapasar, its affiliates, officers, directors, employees, and agents from all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from
 - 9.5.1. The Vendor's use of the Marketplace or its services;
 - 9.5.2. Any breach of these Terms and Conditions by the Vendor;
 - 9.5.3. Any infringement of third-party rights;
 - 9.5.4. Claims made by Lapasar's Clients relating to the Vendor's Products; or
 - 9.5.5. Any misrepresentation made by the Vendor.
- 9.6. Third-Party Claims: Lapasar reserves the right to assume exclusive control over the defence and resolution of any third-party claim subject to Vendor indemnity, in which case the Vendor shall cooperate fully.
- 9.7. Survival of Obligations: The Vendor's indemnity obligations under this Clause shall survive termination of the Vendor's Marketplace account.

10. DISCLAIMER AND LIMITATION OF LIABILITY BY LAPASAR

- 10.1. No Warranties by Lapasar: Lapasar makes no representations or warranties that:
 - 10.1.1. The Marketplace services will meet the Vendor's requirements;
 - 10.1.2. The services will be uninterrupted, timely, secure, or error-free;
 - 10.1.3. Access to the Marketplace will be available at all times;
 - 10.1.4. Results or materials obtained from the services will be accurate or reliable;
 - 10.1.5. Software errors will be corrected; or
 - 10.1.6. All Transactions will be completed by Lapasar's Clients.
- 10.2. Limitation of Liability: Lapasar shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to:
 - 10.2.1. Loss of profits, goodwill, data, or business opportunities;
 - 10.2.2. Cost of procuring substitute products or services;
 - 10.2.3. Fraud, unauthorised access, or alteration of data;
 - 10.2.4. Comments, ratings, or statements made on the Marketplace;
 - 10.2.5. Suspension or termination of the Vendor's account; or
 - 10.2.6. Compliance with applicable laws or third-party requests.

11. PENALTY

- 11.1. If the Vendor is found to have violated any of the Terms and Conditions stipulated herein, Lapasar may impose a penalty on the Vendor for each Order, at its sole discretion subject to any investigation made by Lapasar.
- 11.2. Vendors shall be given 7 days to provide justification before any penalty is enforced. A written appeal may be submitted within 3 days of penalty notification.
- 11.3. The Penalty imposed shall be calculated at 50% to 100% of the total value of the Order submitted by Lapasar's Clients and accepted by the Vendor.

12. SUSPENSION / TERMINATION OF ACCOUNT

- 12.1. In the event the Vendor wishes to terminate the Vendor's account in the Marketplace, the Vendor may inform Lapasar in writing via email (welcome@lapasar.com) or via live chat. The termination shall take effect on the 30th day from the date of notification, subject to the clearance of any pending Orders in the Marketplace. The payment term shall remain unaffected.
- 12.2. **Lapasar shall have the right to suspend and/or terminate the Vendor's account in the Marketplace, whether in whole or in part, with or without prior notice or further**

reference to the Vendor, in the event of a breach of these Terms and Conditions, including but not limited to the following:

- 12.2.1. If the Vendor is a registered business entity, and its registration has expired;
 - 12.2.2. If the Vendor is a company and has been wound up by an order of the court;
 - 12.2.3. If the Vendor fails to comply with Clause 3 (Order Fulfilment and Delivery), including failure to accept or deliver Orders within the required timeline without valid justification, or cancellations of Orders;
 - 12.2.4. If the Vendor fails to comply with Clause 4 (Fair Pricing and Market Price Alignment), including listing Products at prices that are not aligned with market expectations;
 - 12.2.5. If the Vendor is found to be offering Products that are of severely poor quality, including counterfeit or unauthorised replicas;
 - 12.2.6. Any other circumstances deemed reasonable by Lapasar, including but not limited to conduct that may compromise the trust, integrity, or operational reliability of the Marketplace.
 - 12.2.7. Any other reasons deemed reasonable by Lapasar.
- 12.3. In the event of a temporary suspension of the Vendor's account, or if the Vendor is found to be in breach of these Terms and Conditions while the account remains active, Lapasar reserves the right to:
- 12.3.1. Require the Vendor to undergo corrective training or onboarding;
 - 12.3.2. At its sole discretion, reinstate the account subject to a ninety (90) day monitoring period;
 - 12.3.3. If no further breaches occur during the monitoring period, the Vendor may resume regular operations;
 - 12.3.4. If a subsequent breach is identified during or after the monitoring period, Lapasar may reimpose a temporary or permanent suspension in accordance with Clause 12.

Any corrective action, including training or reinstatement, shall be entirely at Lapasar's discretion and is not an entitlement. Lapasar will determine the appropriate course of action based on the nature and severity of the breach.

- 12.4. **While Lapasar is committed to resolving disputes and performance issues amicably, the Vendor acknowledges that any account suspension or termination may be exercised solely at Lapasar's discretion. Lapasar is under no obligation to provide justification, evidence, or prior notice for such action, and reserves the right to act at any time in the interest of maintaining the trust, integrity, and smooth operation of the Marketplace.**

13. DATA CONFIDENTIALITY AND PRIVACY

- 13.1. Lapasar shall treat all confidential and proprietary information provided by the Vendor with strict confidentiality and implement reasonable measures to protect such information.

- 13.2. Lapasar shall collect, process, use, retain, and dispose of personal data in compliance with the Personal Data Protection Act 2010 (PDPA) and other applicable laws.
- 13.3. Personal data may be shared with Lapasar's clients, trusted third-party service providers, and partners solely for purposes related to service delivery and improvement, in accordance with the PDPA.
- 13.4. By using the Marketplace, the Vendor consents to Lapasar collecting, processing, storing, and sharing its data for the purposes stated.
- 13.5. Lapasar will retain Vendor data during the Vendor's use of the Marketplace and for two (2) years after termination, after which the data will be securely deleted.
- 13.6. In the event of a data breach with potential risk to the Vendor, Lapasar will notify the Vendor and the Personal Data Protection Commissioner as required.
- 13.7. Lapasar may transfer personal data to other countries for processing, provided appropriate safeguards are in place as required by the PDPA.
- 13.8. The Vendor agrees to keep confidential any client-related information accessed through the Marketplace and shall not disclose or misuse such information, except as necessary for service fulfilment.
- 13.9. These obligations shall not apply to publicly available information, information already lawfully known to a third party, or disclosures required by law or authorised in writing.
- 13.10. Lapasar is not responsible for any loss of Vendor data uploaded to the Marketplace, except for proprietary information.
- 13.11. The Vendor acknowledges and consents that the Marketplace may automatically collect browser-related technical data (e.g. IP address, browser type, visited pages, and session time) during use.

14. INTELLECTUAL PROPERTY

- 14.1. All content made available on the Marketplace—including but not limited to text, graphics, images, logos, icons, audio clips, digital downloads, and software—remains the property of Lapasar and is protected under applicable Malaysian intellectual property laws.
- 14.2. All trademarks, trade names, and service marks displayed on the Marketplace ("**Trademarks**") are the registered or unregistered property of Lapasar or its Clients. Any use of these Trademarks without prior written consent from the respective owner is strictly prohibited.
- 14.3. By submitting, posting, or uploading any materials (including but not limited to text, images, graphics, audio, or software) on the Marketplace, the Vendor grants Lapasar a non-exclusive, royalty-free, perpetual, and irrevocable licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content within the scope of Malaysian law and the Marketplace's operations.
- 14.4. The Vendor acknowledges and agrees that Lapasar may, at its discretion, use the Vendor's trade names, trademarks, service marks, logos, domain names, or other brand identifiers for the purposes of advertising, marketing, corporate reporting, and Marketplace listings.
- 14.5. If the Vendor displays any third-party content or includes links to external websites, the

Vendor shall be solely responsible for ensuring that all necessary rights, approvals, or consents from the relevant third parties have been obtained in accordance with Malaysian law. Lapasar does not claim ownership of, nor assume liability for, such third-party content.

- 14.6. The Vendor agrees to defend, indemnify, and hold harmless Lapasar from any claims brought by third parties alleging that content submitted by the Vendor infringes intellectual property rights. In such cases, Lapasar shall promptly notify the Vendor of the claim and may take reasonable steps to mitigate the impact. The Vendor shall fully cooperate in the resolution and indemnify Lapasar against any resulting loss or damage.

15. NOTICES

- 15.1. Any notices sent by either party must be in writing and in the English language.
- 15.2. Any notices (inclusive of legal notices) sent by Lapasar shall be sent by email to the email address provided by the Vendor during registration and shall constitute a proper and valid notice. The notices shall be deemed to have been delivered and received by the Vendor at the time and date of the email.
- 15.3. Any notices to be sent to Lapasar shall be sent to Dannis Raj A/L David (dannis@lapasar.com) and shall be deemed delivered upon receiving the acknowledgement from the person in charge.

16. FORCE MAJUERE

- 16.1. Neither Lapasar nor the Vendor shall be liable or held responsible for any failure or delay in performing any of its obligations under these Terms and Conditions if such failure or delay is caused by or results from events beyond the reasonable control of the affected Party, subject to Clause 16.3 below, including but not limited to:
- Natural disasters (such as floods, fires, or earthquakes),
 - War, riots, or civil unrest; and
 - Government restrictions or changes in law,
- 16.2. If such an event happens, the affected party must:-
- 16.2.1. Inform the other party as soon as possible;
- 16.2.2. Show evidence that they have mitigated the situation in a reasonable manner
- 16.3. Lapasar has the sole discretion to determine if the Vendor has mitigated the situation in a reasonable manner before confirming that the Vendor is not liable for the delay caused.

17. GENERAL TERMS

- 17.1. Lapasar may amend these Terms and Conditions at any time, with or without prior notice. Unless otherwise stated, such amendments take effect immediately upon notification. The Vendor is responsible for ensuring compliance with the latest version at all times.
- 17.2. All addendums, appendices, annexures, codes, guidelines, and policies issued by Lapasar

shall form part of these Terms and Conditions and be read together with them.

- 17.3. If any conflict arises between these Terms and Conditions and a specific provision in any addendum, appendix, annexure, code, guideline, or policy, the specific provision shall prevail.
- 17.4. Any inconsistencies between documents shall not invalidate the Terms and Conditions.
- 17.5. The Parties are independent contractors. These Terms do not create any agency, partnership, joint venture, or employment relationship beyond a supplier–purchaser arrangement.
- 17.6. These Terms are governed by the laws of Malaysia. Any disputes shall be subject to the exclusive jurisdiction of the Malaysian courts.
- 17.7. Lapasar's failure to enforce any right or provision shall not be deemed a waiver of such right or provision.
- 17.8. The Vendor's account is non-transferable and exclusive to the registered Vendor.
- 17.9. Unless otherwise specified, all prices, Transaction Fees, Service Fees, and other charges exclude delivery costs, insurance, taxes, and statutory payments, which are the Vendor's responsibility.
- 17.10. If Lapasar incurs legal costs due to the Vendor's negligence, the Vendor shall reimburse such costs on a solicitor–client basis.

APPENDIX A

List of Prohibited Items (Clause 2.9)

This list is not exhaustive.

The following categories of Products are strictly prohibited from being listed, offered, or transacted on the Lapasar Marketplace:

1. Hazardous and Dangerous Substances

- **Corrosive materials:** e.g. acids, alkalis, wet cell batteries, mercury, and related apparatus
- **Compressed or flammable gases:** e.g. camping gas, butane, propane, oxygen, and aqualung cylinders
- **Toxic or reactive chemicals:** e.g. arsenic, cyanides, insecticides, weed killers, organic peroxides (e.g. bleaching powders), and oxidising agents (e.g. pool chemicals, fibreglass kits)
- **Flammable items:** e.g. lighter fluid, petrol, turpentine, disposable lighters, lighter refills, and book matches
- **Explosives and radioactive materials:** e.g. fireworks, munitions, flares, and radioactive substances
- **Miscellaneous hazardous goods:** e.g. dry ice and heat-producing articles

2. Weapons and Illegal Items

- **Weaponry and dangerous articles:** Firearms and any Products considered illegal or repugnant to civil society

3. Biological and Health Risks

- **Infectious substances:** Including any Products containing bacteria, viruses, or live cultures
- **Prescription or mood-altering substances:** Any drugs requiring a prescription or posing health risks

4. Regulated or Restricted Consumer Goods

- **Alcoholic beverages:** Including beer, cider, liquor, spirits, sake, soju, umeshu, wine, champagne, and others
- **Tobacco-related Products:** Including e-cigarettes and their components
- **Sexual wellness Products:** Including condoms, lubricants, performance enhancers, sex toys, and related items

5. Obscene or Restricted Content

- **Products containing pornographic or obscene materials**

6. Legally Non-Compliant or Unconventional Products

- **Items not permitted under Malaysian law or regulations**
- **Products not ordinarily used in online transactions**
- **Any other Products deemed prohibited by Lapasar from time to time**