

TERMS AND CONDITIONS FOR REGISTERED MEMBER

Version 1.0 (as at _____)

The terms and conditions of this agreement (“**the Agreement**”) govern the relationship between ANMYNA GLOBAL Sdn Bhd and/ or its subsidiaries and/ or affiliates within Malaysia or other jurisdiction (“**we**” or “**our**” or “**us**” or “**ANMYNA**” or “**the Company**”) and the registered member (“**you**” or “**your**” or “**the Registered Member**”) and your use of any of the services, functions or features provided by ANMYNA, either itself or through its affiliates, via the website [www.anmynaglobal.com] designed by the Company (“**the Platform**”).

The Platform is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, policies, privacy policy and notices set forth below. By using the Platform, you acknowledge and agree that you have read, understood and agreed to be bound by the Agreements appearing herein under.

We provide an e-commerce platform through which the User (“**the Third Party Customer**”) may purchase Anmyna’s products and/or services (“**the Product**”) and the Registered Member may manage, accept, conclude, and fulfil orders made for the sale and purchase of Products. We merely act as facilitator for any contract concluded between the Registered Member and between the Registered Member and any Third Party Customer and the contracting parties shall deliberately exclude the ANMYNA from all liabilities arising from any breach of contract, either from tort or contract, or from any civil or criminal offences.

For avoidance of doubt, this Agreement applies to all Registered Member accessing, browsing or otherwise using the Platform via any computer, hand-held device, personal digital assistant, or other automated device or program. If you do not accept all these terms and conditions, you are not authorized to use the Platform.

Please read the Agreements carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes.

1. Account Registration

- a) To fully access, experience or to use the Platform, you are required to register an account by providing, among others, your real name, documents proving your identity, corresponding email address, and / or other personal information as required by us and following the instructions on the relevant page in order to become our User (“**the Registration Information**”).

- b) We reserve the right to seek more personal information or personal details from you at any time for the purpose of the usage of the Platform.
- c) You acknowledge and understand that you shall provide us with accurate, complete, and updated Registration Information. In the event of any updates of the personal data, you shall take steps to notify us for such update. Failure to do so shall constitute to a breach of the terms and condition of this Agreement, which may result in immediate termination of this Agreement by us at our discretion and we shall not be made legally responsible for this account.
- d) You understand that all Registration Information including images, pictures, data, text, photographs, graphics, lists, video, messages, or other materials stored or uploaded in Platform by you or by any party authorized by you ("**the Authorized Party**") is the exclusive work and property from whom such upload content is originated.
- e) We do not claim any ownership of any Registration Information you upload. You shall retain copyright and any other rights you already hold in such content which you or the Authorized Party submit, post, upload or display on or through the Platform. When you or the Authorized Party submit, post, upload or display content, you shall give a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license (and sub-licensable) to archive the content in accordance with or as reasonably contemplated by this Agreement.
- f) We reserve the right to remove any upload posted by you or Authorized Party without serving a notice to you.
- g) We reserve the right to send you notice to make enquiry and demand corrections on relevant information or refuse registration of, or cancel an account at our discretion.
- h) You shall be solely responsible for maintaining the confidentiality of your username and password and you shall be responsible for all activities under your log-in email.
- i) The account is personal to you and shall not be shared with third parties or transferred to third parties without notifying us and obtain consent from us.
- j) You shall pay the deposit imposed by ANMYNA ("**the Deposit**") in order to complete the membership registration and thereafter provide ANMYNA with the transfer receipt or and payment transaction reference for verification purposes through the "Upload Receipt" function found at the Platform. ANMYNA may not process the membership registration until the verification of payment is completed.

- k) We reserve the right to approve or reject your registration of account and in the event your registration of account is rejected, we are not bound to provide the cause of such rejection and we will not entertain any appeal whatsoever from you.

2. General Guidelines

- a) The use of the Platform is subject to our general guidelines: -
 - i. You shall be at least 18 years old while accessing, experiencing or to using the Platform. If you are below 18 years old (“a minor”), you must obtain permission from your parent(s) or legal guardian(s) to open an account on the Platform. The parent(s) or legal guardian(s) must accept and comply with this Agreement on the minor behalf and shall be made liable for all the consequences resulted therefrom and shall deliberately indemnify us from any damages and losses caused therefrom. We reserve our rights to request which you shall then provide to us immediately upon our request, a letter of consent cum undertaking to indemnify duly acknowledged and executed by your parent(s) or legal guardian(s) at anytime prior or after the registration of your account.
 - ii. You shall not purchase our Product for commercial and trading purposes until and unless you are registered as our Registered Member in compliance with this Agreement;
 - iii. You shall comply with all the laws, regulations, rules, policies and guidelines as well as this Agreement and any further guidelines that may be issued by us from time to time;
 - iv. You shall not be in violation of public interests, public ethnics or other’s legitimate interests and shall not commit any act which may constitute evasion of payable taxes or fees;
 - v. You shall not be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;
 - vi. You shall not affect us adversely or reflect negatively on us, the Platform, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person from using all or any portion, features or functions of the Platform;

- vii. You shall not violate any laws, regulations, judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person;
 - viii. You shall not gain unauthorized access to the Platform, other User's accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Platform or to use the Platform in any manner which violates or is inconsistent with any terms and conditions of this Agreement;
 - ix. You shall not modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Platform or the rights or use and enjoyment of the Platform by any other person;
 - x. You shall not collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, in connection with their or your use of the Platform, unless you have obtained the express, prior permission of such other person to do so;
 - xi. You shall not circumvent or manipulate our fee structure, the billing process, or fees owed to us;
 - xii. You shall not post or provide false, inaccurate, misrepresenting, misleading, incomplete, defamatory or libelous content;
 - xiii. You shall not take any action that may undermine any ratings system that we may use;
 - xiv. You shall not transfer your account and User identification to another party without notifying us and obtain consent from us;
 - xv. You shall not copy, modify, or distribute:
 - 1. content of the Platform or
 - 2. any of our copyright or trademarks;
 - xv. You shall not harvest or otherwise collect information about other User, including telephone number, and email addresses, without our consent.
- b) Under no circumstances that we will be liable to any errors, fraudulent act, or omissions of User for damage of any kind incurred as a result of the use the Platform.

- c) You must take your own precautions to ensure that the process that you employ for accessing the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.
- d) You agree that ANMYNA may at its discretion , vary the Product either by making such changes in the design production or packaging of the Product as ANMYNA shall think fit or by the withdrawal of Products which ANMYNA proposes to withdraw from its product range or by the addition to the Product.
- e) You agree that ANMYNA may at its discretion, launch any event, promotion or campaign from time to time. The final price of the Product may be adjusted accordingly subject to the terms and conditions of such event, promotion or campaign.
- f) You agree to adhere to our guidelines and if you fail to do so, we reserve our right to suspend or terminate your account without further notice and we shall not be held liable under any circumstances in the event you breached any clause in this Agreement.
- g) We reserve our rights to change, improvise or amend our guidelines from time to time.

3. **Membership Tiers**

There are five (5) membership tiers, namely Dropshipper, Sales Consultant, Distributor, Main Dealer, Partner and Exclusive Partner, which you will achieve once you have made the payment of the deposit and acquisition price determined for each membership tier.

In order to maintain your membership tier, you must comply with the top-up system implemented for each membership tier, failing which you will be classified as Dropshipper in the subsequent month automatically without any notice and all the benefits and conditions applicable to Dropshipper shall apply simultaneously.

Depending on your tier status, you will be entitled to a host of exclusive benefits. You can refer to this *[link access to table]* for the deposit and acquisition price needed to reach each membership tier, as well as the details of the top-up system .

4. **Registered Member's Obligations**

The Registered Member shall:-

- a) at all times work diligently to protect and promote the interests of ANMYNA;

- b) at all times diligently promote and procure sales of the Product by appropriate means including but not limited to:-
 - i. personal visits to and correspondence with any third party;
 - ii. advertising and distribution of publicity matter subject to extend allowed by ANMYNA without recourse to ANMYNA for any expense incurred unless such expense is specifically authorized by ANMYNA in writing; and
 - iii. attendance at trade shows and other sales outlets.
- c) pass on any information which may assist ANMYNA to effect sales or other dealings in the Product and any information which may prejudice sales of the Product;
- d) supply to ANMYNA monthly or from time to time upon request sales report, returns and other information relating to the Product;
- e) not, without the previous consent in writing of ANMYNA, be concerned or interested either directly or indirectly in the sale of any goods in Malaysia which are similar to or competitive with the Product;
- f) only place order with the Registered Member assigned to you by ANMYNA randomly or the Registered Member who you have chosen with the approval of ANMYNA;
- g) not assign, sell or dispose in any manner whatsoever the Product or samples as free gift or sell the Product to any individual or corporation at a price varying from the price fixed by ANMYNA as shown at the Platform unless ANMYNA, in exercising their discretion, adjust the price of the Product due to any event, promotion or campaign launched;
- h) not sell directly or indirectly any of the Product outside Malaysia or to any person knowing or having reasons to believe that they would be resold outside Malaysia;
- i) not describe yourself as agent or representative of ANMYNA except as expressly authorized by this Agreement.

5. **Consequences of Non-Fulfillment of Registered Member's Obligations**

In the event of any non-fulfillment of any of the Registered Member's obligations under Clause 4 herein:-

- a) ANMYNA may terminate this Agreement and / or forfeit all the Deposit paid by the Registered Member; and
- b) the Registered Member undertake to pay to ANMYNA RM10,000-00 as agreed liquidated damages without demand and justification;

without prejudice to any other remedy ANMYNA may have against the Registered Member due to a default, breach, non-observance or non-performance by the Registered Member of any of the terms and conditions contained herein.

6. **Placement of Orders**

- a) You may from time to time place Order at the Platform setting out the requirements for the Order, including the date for delivery and the delivery address.
- b) Following the receipt of each Order, the Registered Member with whom the Order is placed ("**the Order Recipient**") shall: -
 - i. arrange the delivery of the Product to the respective Registered Member or Third Party Customer in accordance with the Order placed after acquiring the confirmation from ANMYNA that the total purchase price has been settled by the respective Registered Member or Third Party Customer;
 - ii. abide by all laws, rules and regulations that apply to the performance of its obligations under this Agreement;
 - iii. use all reasonable skill and diligence in accordance with best industry practices; and
 - iv. comply with all the ANMYNA's relevant policies in performing its obligations under this Agreement.
- c) The Order Recipient shall have the right to cancel any Order placed with them. The Order Recipient shall only exercise such right in good faith taking into consideration the circumstances at the time being, protecting and safeguarding the best interest of both ANMYNA and Registered Member.

7. **Price**

ANMYNA have the sole discretion to determine and vary the price of the Product from time to time. The price of the Product shall be the price stated at the Platform at the time you proceed to check out the order via the Platform. The price shall include any applicable sales and services tax but exclude the delivery charges.

In the event that a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, the Company shall have the right to refuse or cancel any orders placed for the same product whether or not the order has been confirmed and/or the payment has been made. If the payment has been made and your order is cancelled, the Company shall refund to you the amount of the payment made within seven (7) working days from the date the order is cancelled.

8. **Payment Term**

For every transaction made through the Platform, payment of total purchase price shall be made to ANMYNA in Ringgit Malaysia or any other currency available at the Platform (rate of currency reasonably determined by ANMYNA shall be conclusive) by the following methods:-

- i. Internet bank transfer to our designated bank account. You must provide ANMYNA with the transfer receipt or and payment transaction reference for verification purposes through the "Upload Receipt" function found at the Platform. ANMYNA may not process the order placed until the verification of payment is completed;
- ii. Credit card or debit Card ("the Card") which you expressly agree and warrant that you are the lawful holder of the card used or using the card with the required consent, authorization or permission of the lawful holder of the Card; or
- iii. Cash on self-collection (pay cash upon self-collection of Product at ANMYNA HQ) which is only available in limited region of Malaysia and Singapore, subject to the approval of ANMYNA. The Product will only be handed over to the Registered Member upon full payment in cash by the Registered Member.

You acknowledge and agree that ANMYNA shall take no responsibility and assume no liability for any loss or damages to Registered Member arising from payment information entered by the Registered Member or wrong remittance by Registered Member in connection with the payment for the Product purchased.

You shall keep all the evidence related to your transactions through the Platform. However, in the event that your records do not correspond with our records, our record shall prevail on all aspects.

9. **Delivery of Product**

Upon payment of the total purchase price, the Registered Member shall be deemed to have given the Order Recipient the authorisation to collect the

purchased Product on his/ her behalf and thereafter make the necessary arrangements in order to deliver to the Registered Member the purchased Product. The Order Recipient shall provide details such as the name of the delivery company, the tracking number, etc. to the Registered Member through the Platform.

The Registered Member acknowledge that the Order Recipient shall bear all risk attached to the delivery of the purchased Product. In the event the purchased Product is damaged, lost or failure of delivery during the course of delivery, the Registered Member acknowledge and agree that ANMYNA will not be liable for any damage, expense, cost or fees resulted therefrom and the Order Recipient and/or Registered Member will reach out to the logistic service provider to resolve such dispute.

Any date quoted for the delivery of the Product is merely an estimation and delays may occur. The time for delivery shall not be of the essence, and ANMYNA shall not be liable for any delay in delivery howsoever caused.

If the Order Recipient has failed to deliver the Goods within a reasonable time, the Registered Member may, by serving a written notice to ANMYNA, request for the delivery of the purchased Product within a specified time thereafter and such specified time shall be not less than 14 days from the date of ANMYNA's receipt of written notice from the Registered Member.

If the Order Recipient fails to take delivery of the Product (otherwise than by reason of any cause beyond the Registered Member's reasonable control or the Registered Member's fault) then without prejudice to any other right or remedy available to ANMYNA,

- (i) ANMYNA may upon the written request and the payment of the additional shipping fee by the Registered Member within 14 days from the date of the first attempt of delivery to the Registered Member, give instruction to the Order Recipient in order to redeliver to the Registered Member the purchased Product; or
- (ii) The Order Recipient shall be deemed to have terminated the sale and purchase of the Product after 14 days from the date of the first attempt of delivery to the Registered Member. The Order Recipient shall then refund the total purchase price to the Product (limited to the Product which he fails to deliver) to the Registered Member and indemnify ANMYNA for any claim for loss and damage arises therefrom.

10. **Registered Member's Withdrawal Account**

ANMYNA shall transfer the total purchase price to the Order Recipient's Withdrawal Account within seven (7) working days after submission by the Registered Member or their related customers provided that the Registered Member's the terms and conditions imposed by ANMYNA. (subject to the final approval by the company for any deduction/ offset due to the company)

The Order Recipient may issue instructions through the Platform to either cash out the credit in the Withdrawal Account or utilise the credit for subsequent purchase of Product through the Platform.

In the event the Order Recipient opts to cash out the credit in the Withdrawal Account, ANMYNA shall perfect the transaction in accordance with the instruction given within ten (10) working days from the date such instruction is given.

11. **Passing of Risk and Title**

The and risk in the Product shall pass to the Registered Member upon delivery of the same to the or if the Registered Member fails to take delivery of the Product (otherwise than by reason of any cause beyond the Registered Member's reasonable control or the Order Recipient's fault), when the Order Recipient has tendered delivery of the Product.

Notwithstanding anything stated herein, the title to the Product shall only passed to the Registered Owner upon delivery of the same to the Registered Owner and payment of total purchase price by the Registered Owner in full.

12. **Return and Refund Policy**

All payments made to the Company are strictly non-refundable and non-transferable. Subject to the final approval of ANMYNA and at the sole discretion of ANMYNA, Product purchased may be exchanged for the same or other Product within 48 hours upon receipt of the same, provided: -

- (i) the Product delivered is in damaged or defective condition on delivery;
- (ii) the Product causes irritated skin or an allergic reaction;
- (iii) the Product delivered to the Registered Owner is found different the Product stipulated in the order; or
- (iv) such other circumstances which may be prescribed by ANMYNA on the Platform;

AND

- (v) the Product in its original condition, quantity and packing, Product barcode and official receipt issued by ANMYNA are returned to ANMYNA.

ANMYNA may request for evidence from the Registered Member proving that the Product delivered is in damaged or defective condition on delivery or the Product has caused irritated skin or an allergic reaction (e.g. photo, medical report).

13. **Possible Technical Problem**

- a) We may block, suspend, delete or cancel the Registered Owner's account if our computer system is damaged or interfered with any uncontrollable factors including but not limited to computer virus, corrupted data and malfunctions.
- b) To the extent permitted under the law, we shall not be liable or responsible for any loss, damage (whether special or consequential), embarrassment, goodwill, expenses or loss of profit incurred or suffered by the Registered Owner pursuant to any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of the Company.

14. **Reviews and Comments**

- a) By submitting content to the Platform including any reviews, photos, videos, questions, comments, suggestions, ideas or any submissions ("**Submissions**"), you grant us a non-exclusive, royalty-free, perpetual, transferable, irrevocable to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout any media now known or hereafter devised. In furtherance thereto, we may choose to provide attribution of your comments or reviews at our discretion.
- b) We do not edit or control any Submissions posted to us (including any chat rooms, rating system or other communications medium provided by us) submitted by Registered Owner, and we shall by no mean responsible or liable for any Submissions.
- c) We reserve the right for any reason in our sole discretion to remove or to make copy of any Submissions without notice any Registered Owner.
- d) Any Submissions submitted by User shall not represent us, and Registered Owner shall deliberately indemnify us from any damages caused by

defamation, misrepresentation or false statement contained in the Submissions.

15. **Confidential Information**

- a) We will not disclose any information made available to us including but not limited to all information contained within our reporting systems and any other information we disclose or make available to you directly or indirectly, whether in writing, orally or visually (“**Confidential Information**”).
- d) Confidential Information does not include any information other than information that is or becomes publicly known and generally available other than through your action or inaction; or was already in your possession (as documented by written records) without confidentiality restrictions before you received it from us.
- e) You acknowledge, consent and agree that we may process, access, preserve and disclose your account information and content for the purpose to provide services or if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
 - i. comply with legal process;
 - ii. enforce this Agreement;
 - iii. respond to claims that any content violates the rights of third parties;
 - iv. respond to your requests for customer service; or
 - v. protect our rights, property or personal safety, our User and the public.

16. **Our Intellectual Property Rights**

- a) You acknowledge that we own all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), whether registered or unregistered, in and to the Platform at all times. You shall not acquire any rights, titles, or interests in or to the Platform except as expressly set forth in this Agreement.
- b) You shall not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our Product, services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Platform or proprietary information related thereto.

- c) You shall not remove, obscure, or alter our copyright notice or other proprietary rights notices affixed to or contained in the Platform by any means which amounting to unauthorized, and unlawful access into our back-end system.
- d) “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, trade secret law, trade mark law, non-competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.

17. **Disclaimer**

- a) The Product and services are provided “as is” and “as available”. To the extent permitted under the applicable law, we disclaim all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b) Some Product may have an associated image or photo. All images, photos and specifications shown are for illustration purpose only. Actual product may vary due to product enhancement.
- c) You acknowledge that all information herein is not intended to diagnose, treat, cure nor substitute or replace the advice of a qualified medical professional. All tests are conducted on a closed trial sampling and different people may experience different reactions and benefits.
- d) You should always consult an appropriate independent professional doctor or medical officer or specialist for specific advice tailored to your health, well-being, circumstances, requirement or needs.
- e) You acknowledge that any instructions, confirmation and/or communication sent from your device shall be deemed to have been sent and/or issued by you irrespective of whether such instructions, confirmation and/or were actually sent by you or not. You shall be personally liable and responsible for the use of your Account including but not limited to all transactions undertaken and/or transacted using the account irrespective of whether the transactions are undertaken and /or transacted by you.
- f) You acknowledge and agree that it is your responsibility to perform your own due diligence, seek professional advice, access the risk of the transaction made through the Platform.

- g) We strive to ensure that the technology and information on the Platform is accurate, effective reliable and up to date but do not represent or warrant that:
- - i. the access to the Platform or any part of it, will be uninterrupted, reliable or fault-free; and
 - ii. the accuracy, completeness, and reliability of the contents that uploaded by us or the other User as reflected in the Platform.
- h) If you have a dispute with one or more User or Registered Member, you shall release us (and our officers, directors, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Nevertheless, you may inform us of such dispute for our records, but we are not responsible to resolve or arbitrate or mediate such dispute.
- i) You shall be responsible for keeping an independent backup of all data stored or generated. You are also responsible for maintaining accurate data. However, in the event that your records do not correspond with our records, our record shall prevail.
- j) You agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

18. **Limitation of Liability**

- a) Subject to the claims available under the applicable law, you expressly agree that we, our directors, officers, shareholders, employees, representatives, consultants, service providers, agents, contractors, and/or distributors (if any) shall not be liable for any loss of profits, data, or for any other indirect, special, incidental, punitive, consequential damages arising out of or in connection with this Agreement or other intangible losses, however caused, and under whatever cause of action or theory of liability brought resulting from: -
- i. your access to or use of or inability to access or use the Platform;
 - ii. any conduct or content of any third party on the Platform, including without limitation, any defamatory, offensive or illegal conduct of other User or third parties;
 - iii. inaccuracy or omission of the information that may be extracted from the Platform;

- iv. any content obtained from the Platform that uploaded by User; and
 - v. unauthorized access use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- b) If you are dissatisfied with any aspect of the Platform, or with any of these terms of use, your sole and exclusive remedy is to seek for dispute resolution process or discontinue your access and/or use of the Platform.
 - c) In no event shall our total liability to you in connection with the usage of our product or Platform for all damages, losses and causes of action exceed the amount you paid to purchase the product.

19. **Marketing and Notifications**

- a) The Platform may display third party advertisements and promotions. A display of third party advertising does not imply an endorsement or recommendation by the Company. By accepting this Terms and Conditions, you hereby explicitly consent and agree for us to send you information containing third party advertisements and promotions related to our Services and services of our affiliates and partners from time to time. As consideration for access and use of the Platform, you agree that we may place third party advertising on the Platform at our sole discretion. You agree that we may change the manner, mode and extent of third party advertising on the Platform without further notice.

20. **Indemnity**

You agree to indemnify, and hold us, our agents, service providers, affiliates, shareholders, subsidiaries, directors, officers, employees, and applicable third parties (e.g. syndication partners, licensors, licensees, consultants and contractors) ("**Indemnified Person(s)**") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from your use of the Platform, the use of the Services and/or your breach of any term of this Agreement. You shall deliberately indemnify us for any interference or damage to any computer system that arises in connection with your use of the Platform or any linked website.

21. **Force Majeure**

We shall not be liable to you for any breach for any reason of any delay in performing or failure to perform any due to any cause beyond our reasonable control, including but without limitation to acts of god, war, explosions, flood, acts of restriction, regulations, by-laws, or measures of any kind on the part or governmental parliamentary or local authority, import or export regulations or embargoes, riot, terrorist attack, threat or preparation of war, interruption of production or operation line, difficulties in obtaining raw materials labour, fuel parts, or machinery break down etc.

22. **Suspension and Termination**

- a) We may suspend or terminate your access to all or any part of the Platform at any time, with or without cause, effective immediately. You may terminate your use of the Platform at any time, provided that all provisions of this Agreement, which shall survive termination, including but not limited to, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- b) We will suspend or terminate your access to the site if you are classified to be, in our sole discretion, a repeat infringer of this Agreement.
- c) We also reserve the right to suspend or cancel your account that has been inactive for a period of time.
- d) We may, but shall not be obligated to, reasonably issue you advance infringement warning notice(s) via registered email, if you have violated this Agreement prior to suspension or termination of your account.

23. **After Termination**

In the event that this Agreement terminates for whatsoever reasons, the following shall be applicable: -

- a) your access to the Platform shall immediately be terminated;
- b) you shall dispose of all Product in hand in accordance with ANMYNA's instructions;
- c) you shall return all the sample and publicity material used in the promotion and sale of the Product;
- d) we reserve the right to permanently dispose and delete any data held in your registered account without further reference to you;

- e) any claim which either party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have occurred prior to such termination shall not be affected or prejudiced;
- f) the Registered Member undertakes: -
 - i. forthwith to cease carrying on either directly or indirectly the promotion and sale of the Product; and
 - ii. for a period of twelve (12) months after the termination of this Agreement, not to solicit any Third Party Customer of the Product with the intent of taking their custom;
- g) fourteen (14) days after the receipt of notice terminating this Agreement, the Registered Member shall furnish ANMYNA a complete and accurate up-to-date account of all transactions subsequent to those shown in the accounts last submitted to ANMYNA;
- h) except for Dropshipper, Registered Member is entitled to the fully refund of the Deposit paid provided there is no breach of this Agreement committed by the Registered Member and Clause 22 herein is fulfilled on the satisfaction of ANMYNA.

The terms of Clauses 10, 12, 13, 15 and 18 shall survive termination of this Agreement.

24. **Modification**

- a) We reserve the right to change our terms and conditions herein from time to time. We may change any or all aspects of services provided by the Platform at any time and without notice. Nothing in this Agreement will constrain how we operate our business. You shall be responsible to monitor any such modifications from time to time.
- b) If the alterations constitute a material change to our terms and conditions, we will notify you by posting a notification via your email address registered with us. Usage of the Platform by you following such notification constitutes your acceptance of the terms and conditions as modified.
- c) What constitutes a “material change” will be determined at our sole discretion, in good faith and using common sense and reasonable judgment.

25. **Third Party Sites**

The Platform may contain links to third-party web sites (“**Third-Party Sites**”) and third-party content (“**Third-Party Content**”) as a service to those interested in this information. You may use the links to Third-Party Sites, and any Third-Party Content therein, at your own risk. We do not monitor or have any control over, and make no claim or representation regarding, Third-Party Content or Third-Party Sites. We provide these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply our endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content.

26. **Relationship**

Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership, agency or joint venture relationship between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

27. **No Assignment**

You shall not, without our written consent, assign and/ or create any security interest over the rights, titles, benefits and interests of your User account including but not limited to all the assets (whether monetary or not) maintained there in favour of any person save and except that the same can be assigned and/ or created in favour of the Company.

28. **Severability**

This Agreement shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable, in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable: -

- a) That term and condition shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation;
or
- b) If the term and condition or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

29. **Miscellaneous**

- a) Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships
- b) Any notice, request or demand required or permitted under this Agreement shall be deemed given when actually delivered or one (1) day after the date sent if sent via overnight courier addressed to such party at such party's address stated in this Terms and Conditions or such other address as is specified from time to time by either party in writing. In the case of a notice or request sent by electronic communication, be deemed to have been received within twenty-four (24) hours after the time of sending the notice or request.
- c) The Headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.
- d) Only a written instrument executed by the party waiving compliance may waive a provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.