

TERMS OF SERVICE

General Terms

1. Introduction

- 1.1 The Sellfromu Platforms are wholly owned by LCP BUILDSOFT TECHNOLOGY (M) SDN BHD (Company No. (1321752-V) (hereinafter known as, “LCP”). “You” and “Your” means the individual or legal entity accessing or using the Sellfromu Platforms.
- 1.2 Please read these Terms of Use carefully. By using the Service (as defined), you agree that you have read and understood the terms in these Terms of Use which are applicable to you. These Terms of Use and the Sellfromu Policies (as defined) constitute a legally binding agreement (“**Agreement**”) between you and Sellfromu (as defined). The Agreement applies to your use of the Service (as defined) provided by Sellfromu. If you do not agree to the Terms of Use, please do not use or continue using the Application or the Service.
- 1.3 Sellfromu may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on <http://www.sellfromu.com> or the Application. It is your responsibility to review the Terms of Use regularly. Your continued use of the Service after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.
- 1.4 SELLFROMU IS A **TECHNOLOGY COMPANY** WHICH PROVIDES A PLATFORM FOR USERS TO OBTAIN SERVICES PROVIDED BY THIRD PARTY PROVIDERS. SELLFROMU’S ROLE IS MERELY TO LINK THE USER WITH SUCH THIRD PARTY PROVIDER. SELLFROMU IS NOT RESPONSIBLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD PARTY PROVIDER, AND ANY LIABILITY IN RELATION TO SUCH SERVICES SHALL BE BORNE BY THE THIRD PARTY PROVIDER. THIRD PARTY PROVIDERS SHALL NOT REPRESENT TO BE AN AGENT, EMPLOYEE OR STAFF OF SELLFROMU AND THE SOLUTIONS PROVIDED BY THIRD PARTY PROVIDERS SHALL NOT BE DEEMED TO BE PROVIDED BY SELLFROMU.

IMPORTANT: PLEASE READ THESE TERMS OF USE CAREFULLY

2. Definitions

In these Terms of Use, the following words shall have the meanings ascribed below:

“**Application**” means the relevant mobile application(s) made available for download by Sellfromu (or its licensors) to Users and Third Party Providers respectively;

“**Buyer**” means the person who purchases Goods on the Platform;

“**Sellfromu**” means: LCP BUILDSOFT TECHNOLOGY (M) SDN BHD (Company No. (1321752-V) a company incorporated in Malaysia.

“**Sellfromu Policies**” means the following:

“**the Privacy Policy**” is all other forms, policies, notices, guidelines, frequently asked questions (FAQs), or agreements provided to or entered into by you from time to time;

“**Personal Data**” is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and credit card details, personal interests, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, religion and health information;

“**Platform**” means the relevant **Sellfromu** platform, portal or website that, when used in conjunction with the Application, enables Users to request or access Solutions;

“**Privacy Policy**” means our privacy policy accessible at: <https://www.sellfromu.com> as amended from time to time;

“**Service**” means the linking of Users to Third Party Providers or other Users through the Application, Platform and/or Software;

“**Seller**” means a seller which uses the Platform and/or Services to sell Goods to the Buyers, and includes a Third-Party Vendor.

“**Software**” means any software associated with the Application which is supplied made available for download and installation by **Sellfromu**;

“Third Party Provider” means the independent third parties who provide the Solutions to Users through the Service, including third party merchants;

“User” means any person who uses the Application, Platform and/or Software to search for and obtain the Solutions; and

“User Charges” shall mean charges incurred by Users for the Solutions obtained through the use of the Service, including any applicable taxes and any other fees or charges that may be due for a particular use of the Service or Solutions.

3. Basis of the Contract

- 3.1 The Platform provides a place and opportunity for the sale of Goods between the Buyer and the Seller (collectively “Parties”). The identity of the Seller for a particular Goods listed for sale on the Platform, be it Sellfromu or a Third Party Vendor, may be stated on the webpage listing such Goods.
- 3.2 Where the Buyer has placed an order on the Platform for the purchase of Goods sold by a Third Party Vendor and the said Third Party Vendor has accepted the same, this shall constitute a Contract entered into directly between the Buyer and the Third Party Vendor. Where the Contract is entered into directly between the Buyer and a Third Party Vendor, Sellfromu is not a party to the Contract or any other Contract between the Buyer and Third Party Vendor and accepts no obligations in connection with any such Contract. Parties to such contracts shall be entirely responsible for the Contract between them, the listing of Goods, warranty of purchase and the like.
- 3.3 Any information made available on the Platform in connection with the supply of Goods, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating materials, operating costs or any information disclosed by Third Party Vendors through the chat system are not binding and for information purposes only. In entering into the Contract, the Buyer acknowledges that it does not rely on and waives any claim based on any such representations or information so provided.
- 3.4 While the Seller endeavours to provide an accurate description of the Goods, neither Sellfromu nor Seller warrants that such description is accurate, current or free from error. In the event that the Goods the Buyer receives is fundamentally different from the Goods as described on the Platform and which the Buyer has ordered, Buyer shall resolved such return and/or refund with the Seller directly.

3.5 Any typographical clerical or other error or omission in any quotation, invoice or other document or information issued by Sellfromu in its website shall be subject to correction without any liability on the part of Sellfromu.

4. Orders and Specifications

4.1 The Buyer may purchase Goods by placing and completing the order form on the Platform and shall be responsible for ensuring the accuracy of the order. All orders shall be subject to Seller's acceptance in their sole discretion and each order accepted by the Seller shall constitute a separate Contract and shall be deemed to be irrevocable and unconditional upon transmission through the Platform. Sellfromu shall be entitled (but not obliged) to process such orders without further consent from the Buyer. Nevertheless, you may request to cancel or amend the order which Sellfromu shall endeavour (but not obliged) to give effect to on a commercially reasonable effort basis.

4.2 Order acceptance and completion of the Contract between the Buyer and Seller will only be completed upon Buyer making payment.

4.3 No concluded Contract may be modified or cancelled by the Buyer except with consent from Seller. Sellfromu will not involve with any modification or cancellation, as the case may be and the Buyer shall indemnify Sellfromu in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Sellfromu as a result of the cancellation.

5. Price

5.1 The price of the Goods shall be the price stated on the Platform at the time which the Buyer places and completes the order form on the Platform subject to any applicable sales and services tax, delivery charges, value added tax or similar tax which the Buyer shall be liable to pay to Seller.

5.2 In the event that a Goods has been mispriced on the Platform, the Seller reserves the right to terminate the Contract, in which Seller shall notify the Buyer of such cancellation by giving three days' notice. The Seller shall have such right to terminate the Contract notwithstanding that the Goods have been dispatched or are in transit or that payment has been charged to Buyer.

6. Terms of Payment

6.1 The Buyer shall be entitled to make payment for the Goods using the payment method made available on the Platform. When Buyer places an order on the Platform, actual

payment shall be only charged upon Seller's acceptance of Buyer's order and the formation of a Contract. All payments shall be made to Sellfromu, either accepting payment in its own right or as Seller's agent (where Seller is a Third Party Vendor). Buyer acknowledge that Sellfromu is entitled to collect payments from Buyer on behalf of Third Party Vendors.

- 6.2 The terms and conditions applicable to each type of payment, as prescribed by Sellfromu on the Platform, shall be applicable to the Contract. The payment methods may also be subject to the following terms:

Online Banking (FPX)

By choosing this payment method, the Buyer shall transfer the amount of the total purchase price for the Goods purchased by Buyer to a Sellfromu account (including any applicable taxes, fees and shipping costs). The transaction must be payable in Ringgit Malaysia. Sellfromu, in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time.

- 6.3 Upon received payment from Buyer and such payment has been credited into Sellfromu's account, Sellfromu will release such payment within Three (3) working days to the Seller.

7. Delivery/Performance

- 7.1 Delivery of the Goods shall be made to the address specified by the Buyer in its order.
- 7.2 Delivery of Goods shall be made by Seller and/or his third-party agent within a reasonable time, Sellfromu will not monitor or involved in such delivery/performance.

8. Representations, Warranties and Undertakings

- 8.1 By using the Service, you represent, warrant / undertake that: You have legal capacity to enter into the Agreement and that you are at least eighteen (18) years old. You cannot enter into the Agreement if you are below eighteen (18) years old;
- 8.2 All the information which you provide shall be true and accurate;
- 8.3 You will only use the Application, Platform and Service for their intended and lawful purposes;

- 8.4 You will keep your account password or any identification we provide you which allows access to the Service secure and confidential;
- 8.5 You agree to notify us immediately of any unauthorized use of your account or any other breach of security;
- 8.6 You will not try to interrupt or harm the Service, Application and/or the Software in any way;
- 8.7 You will not attempt to commercially exploit any part of the Application without our permission, including without limitation modify any of the Application's content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;
- 8.8 You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;
- 8.9 You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;
- 8.10 You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
- 8.11 You will not use the Application and/or the Software to cause nuisance or behave in an inappropriate or disrespectful manner towards Sellfromu or any third party;
- 8.12 When using the Service, you agree to comply with all laws applicable to you and/or your use of the Service;
- 8.13 You will not copy, or distribute the Software or other content without written permission from Sellfromu;
- 8.14 You will provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You agree that Sellfromu may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, Sellfromu has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice

- 8.15 You will only use an access point or data account which you are authorized to use;
- 8.16 You agree that the Service is provided on a reasonable effort basis;
- 8.17 You agree that your use of the Service will be subject to Sellfromu's Privacy Policy;
- 8.18 You agree to assist Sellfromu with any internal or external investigations as may be required by Sellfromu in complying with any prevailing laws or regulations in place;
- 8.19 You agree to assume full responsibility and liability for all loss or damage suffered by yourself, Sellfromu or any other party as a result of your breach of this Agreement;
- 8.20 You will not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud Sellfromu or to disrupt the natural functions of the Application;

9. For Seller:

Seller's Responsibilities

- 9.1 Seller agrees, Sellfromu shall not compensate for any loss or damages as a result of you using any third party delivery services. Such loss and or damage include but are not limited to, any road accidents which caused damage to the items delivered, any item that is damaged after the recipient has accepted it, any consequential loss, economic loss or any personal/business penalty imposed between the sender and recipient as a result of late pickup, late delivery, or cancellation of such delivery by either parties, any losses of cash, valuable items between the sender and the recipient, seizure of illegal/dangerous items, any fragile goods that deems to be poorly packaged or labelled.
- 9.2 Seller warrants that the items to be delivered by third party delivery services does not contain or constitute:
- a) any type of live animals, hunted animals, part of animals such as ivory, sharksfin or any other items which are made or processed from animal part, including other items which are not for human consumption and prohibited items according to treaty and or applicable laws and or customs of Malaysia;
 - b) Human organs, ashes, bones, blood;

- c) Firearms, ammunition, explosive material, ignitions equipment of all kinds such as gunpowder, etc;
- d) Illegal items, such as counterfeit or prohibited products, illegal drugs or addictive substances, illegal property or any materials which are against the laws, regulations or rules stipulated by federal, state or local government of every country, including the materials which the users have legal right of possession but are not allowed to partially or entirely move or send to other places;
- e) Sharp or hazardous object such as knives, swords, spears, daggers, etc;
- f) Flammable materials of all kinds such as LPG, NGV, etc

9.3 Seller shall properly manage and ensure that relevant information such as the price and the details of items, inventory amount and terms and conditions for sales is updated on Seller's listing and shall not post inaccurate or misleading information.

9.4 The price of items for sale will be determined by the Seller at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc and Seller shall not charge Buyer such amount additionally and separately.

9.5 Seller agrees that Sellfromu may at its discretion engage in promotional activities to induce transactions between Buyer and Seller by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustment is applied to.

9.6 For the purpose of promoting the sales of the items listed by Seller, Sellfromu may post such items (at adjusted price) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign) operated by Sellfromu.

9.7 Seller shall issue receipts, credit card slips or tax invoices to Buyer on request.

9.8 Seller acknowledges and agrees that Seller will be responsible for paying all taxes, customs and duties for the item sold and Sellfromu cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.

10. PURCHASE AND SALE OF ALCOHOL

10.1.1 The purchase and sale of alcoholic products (“Alcohol”) on the Site is permitted by Sellfromu subject to the terms and conditions of this Section. If you are a buyer of Alcohol (“Alcohol Buyer”), you will be deemed to have consented to the terms and conditions when you purchase Alcohol on the Site. Similarly, if you are an approved seller of Alcohol (“Alcohol Seller”), you will be deemed to have consented to the terms and conditions in this Section 18 when you sell Alcohol on the Site.

10.2 If you are an Alcohol Buyer:

- (i) you represent and warrant that you and (if applicable) the person receiving the Alcohol (“Recipient”) are (i) aged 21 or above; (ii) are not Muslim or otherwise prohibited from buying Alcohol under any law, regulation or religion; and (iii) understand the following: “MEMINUM ARAK BOLEH MEMBAHAYAKAN KESIHATAN”; and
- (ii) if requested by an Alcohol Seller (or its agents), you and/or the Recipient shall provide photo identification for age verification purposes.

10.3 If you are an Alcohol Seller, you represent and warrant that:

- (i) you are not Muslim or otherwise prohibited from selling Alcohol under any law, regulation or religion;
- (ii) you hold all necessary licences and/or permits to sell Alcohol through the Site, and shall provide a copy of such licences and/or permits and supporting documents to Sellfromu immediately upon request for verification purposes; and
- (iii) all information and documents provided to Sellfromu are true and accurate.
- (iv) When delivering Alcohol to an Alcohol Buyer:
 - (a) the delivery agent reserves the right to request for valid photo identification for age verification purposes; and
 - (b) Seller (via the delivery agent) reserves the right to refuse the delivery of Alcohol if the Alcohol Buyer and/or the Recipient appears intoxicated or

is unable to provide valid photo identification for age verification purposes.

- (c) Each Alcohol Buyer and Alcohol Seller severally agrees to indemnify, defend and hold harmless Sellfromu, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to any breach of law or any rights of a third party.

11. Complaints

Any complaints between Third Party Providers and Users must be taken up with each other directly. If the dispute is notified to Sellfromu, Sellfromu will attempt in good faith to facilitate resolution of the dispute but is under no obligation to resolve the same. You releases Sellfromu from any claims, demands and damage arising out of your disputes with third party or users of our Services.

12. Privacy Policy

- 12.1 Upon signing up a user account, you are agreeable to the disclosure of your personal data ie: name, email address and telephone number ("**Personal Data**") to Sellfromu and thereby you grant consent to Sellfromu to process the information communicated by you in accordance with the Term of Use and to such extent permitted by law.
- 12.2 You understand and accept that in order for Sellfromu to provide you with a wide range of services on the Sellfromu Platforms, it is necessary for your Personal Data to be made known or available to Sellfromu, its subsidiaries, affiliates, authorised agents, and service companies that provide support to the Sellfromu Platforms including but not limited to securing and developing the quality and availability of the Sellfromu Platforms, and debt collection, court orders, and the facilitation of services on the Sellfromu Platforms.
- 12.3 Sellfromu may also use the Personal Data collected from you to deliver any advertising and promotional materials to you via an e-mail address, telephone, and/or other modes of communication. Sellfromu may develop and personalise the services rendered to you with the Personal Data collected.

12.4 Sellfromu will do its best to secure and protect the Personal Data. However, you acknowledge and accept that the Personal Data may be accessed by any unauthorised third party in which Sellfromu shall not be held responsible for any loss or damage suffered by you arising from the unauthorised access by such third party.

13. Advertisements and Third Party Links

13.1 The Sellfromu Platforms may contain advertisements and promotions from third parties or otherwise links to third party websites.

13.2 Sellfromu may rely on third party advertising to subsidise the costs of operation of the Sellfromu Platforms as well as to generate additional revenue.

13.3 By accessing and using the Sellfromu Platforms, you hereby agree and consent to receive such third party advertisements, promotions, and website links. If you do not wish to receive the aforesaid, you shall notify Sellfromu in writing or otherwise in any manner as may be determined by Sellfromu. Sellfromu reserves the rights to charge you a fee or to deny you from using the services and features on the Sellfromu Platforms should you choose not to receive these third party advertisements, promotions, and website links.

13.4 You agree that your reliance on the advertisements and promotions, and your access and use of the third party websites shall solely remain at your own risk. Sellfromu does not endorse any third party advertising and promotional materials, or contents, products and services provided on third party websites; or have any form of co-operation whatsoever with such third parties unless otherwise specified. Sellfromu makes no representations or warranties of any kind in respect of the advertisements, promotions, and websites from such third parties.

13.5 Your correspondence, business dealings or contractual arrangements with, or participation in promotions of, such third parties are solely between you and such third parties. You agree that Sellfromu shall not be held responsible and liable, directly or indirectly, for any loss or damage of whatsoever kind arising out of such dealings or participation; or your access and use of the third party websites or any transaction related thereto. You further agree that the terms and conditions apply on the advertisements, promotions and the websites from the third parties may differ from those applicable to the Sellfromu Platforms.

14. Intellectual Property

Sellfromu and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Software and/or the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. The Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Software and/or the Application, or any intellectual property rights owned by Sellfromu and/or its licensors. Sellfromu's name, Sellfromu's logo, the Service, the Software and/or the Application and the third party transportation providers' logos and the product names associated with the Software and/or the Application are trademarks of Sellfromu or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term the Software and the Application herein shall include its respective components, processes and design in its entirety.

15. Disclaimer of Warranties

15.1 The Application, its content and any related service(s) is provided to you on an "as is" basis. Sellfromu makes no representations or warranties of any kind, express or implied, in connection with the Software, Application, Platform, Service, these Terms of Use, the content or any related service(s). Although we make reasonable efforts to keep the Application up-to-date, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. We shall not be liable for any direct, indirect or consequent loss arising from the modifications or amendments to the Software, Application, Platform, Service, or Terms of Use.

15.2 Sellfromu makes no representation or warranty of any kind whatsoever, express or implied, in respect of Solutions provided by Third Party Providers or any Solutions procured through the use of the Service. You agree that you shall bear all risk arising out of your use of the Service and any Solution provided by Third Party Providers and shall have no recourse to Sellfromu in respect of the same.

16. Restrictions

Sellfromu reserves the right to restrict conduct and/or take measures against such conduct, which Sellfromu shall at its sole discretion deems to be harmful, unacceptable or offensive to other users for any reason or no reason whatsoever or adversely affects the administration of Sellfromu in respect of the Sellfromu Platforms in any manner whatsoever.

17. System Breakdown

17.1 Sellfromu may block, suspend, close or cancel any sale or promotion if the system is damaged or interfered with or if a system error occurs which has or may have an effect on the course of the sale or promotion. Where a sale or promotion cannot be restored, the remedy available to you may be the reimbursement of the payment made by you when purchasing through the Sellfromu Platforms.

17.2 Sellfromu shall not be liable or responsible for any loss, damage (whether special or consequential), embarrassment, goodwill, cost and expense incurred or suffered by you by reason of or in connection with the following:-

- (a) any failure or delay in transmission, interruption, error, omission or breakdown of any equipment, system, server software or terminal of the Sellfromu Platforms;
- (b) interference by computer virus, corrupted data, malfunctions;
- (c) failure or delay due to any cause beyond the control of Sellfromu including but not limited to causes like strikes, industrial action, civil disturbances, flood, earthquake, landslides or acts of God or computer, electronic, communications or electrical systems failures of any nature whatsoever, breakdown, interruptions, non-supply, failure in the supply of electricity or power for any length of time;
- (d) any operation malfunction or defect of your computer terminal, systems or software used in accessing the Sellfromu Platforms; or
- (d) any access, use or inability to access or use of the Sellfromu Platforms.
- (e) Sellfromu reserves the right to investigate and take legal action against you if you are suspected to have caused the service breakdown while using the Sellfromu Platforms.

18. Indemnity

18.1 You agree and covenant to fully indemnify and hold harmless Sellfromu, its subsidiaries, affiliates, shareholders, directors and employees from and against all claims, demands, liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements (including but not limited to legal fees) of any kind whatsoever arising from your access and use of the Sellfromu Platforms including any data or content transmitted to or received by you.

18.2 Sellfromu does not and will not assess the suitability, legality or ability of any third party, service provider, retailer, advertiser and/or sponsor and you agree and covenant to fully

indemnify and hold harmless Sellfromu, its subsidiaries, affiliates, shareholders, officers, directors, and employees from and against all claims, demands, liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements (including but not limited to legal fees) of any kind whatsoever which may be imposed on and incurred by Sellfromu arising from or in any way related to any third party, service provider, retailer, advertiser and/or sponsor.

18.3 You agree and covenant to fully indemnify and hold harmless Sellfromu, its subsidiaries, affiliates, shareholders, officers, directors, and employees from and against all claims, demands, liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements (including but not limited to legal fees) of any kind whatsoever which may be imposed on, incurred by Sellfromu arising out of the negligence, misconduct or breach of or any omission, delay or failure of your obligations under the Terms of Use herein.

18.4 Sellfromu will not be a party to any dispute or negotiation between you and any third party including service providers, retailers, advertisers and/or sponsors.

18.5 This indemnity by you herein shall survive the termination of your account or the blockage or prevention of the use of the Sellfromu Platforms.

19. Exclusion of Liability

19.1 Sellfromu, its subsidiaries, affiliates, shareholders, directors, and employees shall not in any event be liable to you or any party for any direct, indirect, punitive, incidental, economic, special, consequential or exemplary damages or losses of any type or kind (including without limitation damages for personal injury, emotional distress and loss of profits, goodwill, data, goods, or other intangible losses) that result from the use or inability to use the Sellfromu Platforms.

19.2 Sellfromu, its subsidiaries, affiliates, shareholders, directors, and employees assume no responsibility and liability for any loss and damage whatsoever or howsoever caused, either directly or indirectly, arising from:-

- (a) any error, mistake or inaccuracy of the content posted, uploaded or shared on the Sellfromu Platforms;
- (b) any loss, damage or injury arising out of, or in any way connect with the service, the platform, application and/or the software;
- (c) the use or inability to use the service, the platform, application and/or the software;

- (d) any reliance placed by you on the completeness, accuracy or existence of advertising or
- (e) as a result of any relationship or transaction between you and any user, third party provider, merchant, advertiser or sponsor whose advertising appears on the website or is referred by the service, the application and/or the software even if Sellfromu and/or its licensors have been previously advised of the possibility of such damages ;
- (f) any illegal access to or use of the Sellfromu Platforms by a third party;
- (g) reliance by you on any data or information made available through the Sellfromu Platforms;
- (h) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus, bugs or other malicious, destructive or corrupting code, agent program or macros; or
- (i) any act of Sellfromu that is not intentional or negligent;
- (j) Sellfromu will not be a party to disputes, or negotiations of disputes between you and third-party provider including merchants, advertisers and/or sponsors.

13 Notice

Sellfromu may give notice through the Application, electronic mail to your email address in the records of Sellfromu, or by written communication sent by registered mail or pre-paid post to your address in the record of Sellfromu. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to Sellfromu (such notice shall be deemed given when received by Sellfromu) by letter sent by courier or registered mail to Sellfromu using the contact details as provided in the Application.

14 Service Termination

- 14.1 You may terminate the use of the Sellfromu Platforms by closing or deleting your account. However, any contractual obligation incurred before the termination of the account shall remain in full force and effect until you completely discharge yourself by fulfilled any deliver or refund or paying for any outstanding delivery charge, if applicable.

14.2 Sellfromu may temporarily or permanently terminate or suspend your access to your account at any time without notice and without any obligation to give any reason therefore or if, at its sole discretion, it determines that you have engaged in any prohibited or unacceptable conduct and/or unlawful activity including but not limited to contravention of any of these Terms of Use.

14.3 Sellfromu may also suspend or close any account which has been dormant and/or inactive for more than twelve (12) months.

15 Assignment

This Terms of Use as modified from time to time may not be assigned by you without the prior written approval of Sellfromu but may be assigned without your consent by Sellfromu. Any purported assignment by you in violation of this section shall be void.

16 Governing Law and Jurisdiction

This Terms of Use shall be governed by **Malaysian** law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Terms of Use or the Service.

17 Relationship

Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, or other form of joint enterprise with Sellfromu.

18 Severability

If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

19 No Waiver

The failure of Sellfromu to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.

20 Entire Agreement

This Agreement comprises the entire agreement between you and Sellfromu and supersedes any prior or contemporaneous negotiations or discussions.

21 Suspension and Termination

21.1 You agree that we may do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Application, or any portion of the

Application (including access to your Account and/or the availability of any products or services), for any reason; (ii) to modify or change any applicable policies or terms; and (ii) to interrupt the operation of the Application or any portion of the Application (including access to your Account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. We shall not be required to compensate you for any suspension or termination.

22 No Third Party Rights or Assignment

This agreement does not give rights to any third parties who are not party to this Agreement.

Last modified: 25.04.2020