

TERMS AND CONDITIONS

The terms and conditions of this agreement ("**Agreement**") govern your use of the services provided by **E Bididi Sdn. Bhd.** (Company No: **1306399-T**), a Malaysian entity, either itself or through its subsidiaries or any company within the E-Bididi group of companies ("**we**" or "**our**" or "**us**" or "**E-Bididi**"), via electronic platform - the E-Bididi web application or E-Bididi website or any other platforms designed by Us ("**the App and Web**").

This App and Web is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, privacy policy and notices set forth below (singularly as "**Agreement**" and collectively as "**Agreements**"). By using the App and Web, you acknowledged and agreed that you have read, understand and agree to be bound by the Agreements appearing herein under. 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.

If you do not accept all of these terms and conditions you are not authorized to use this Website.

For avoidance of doubt, the Agreement applies to all Users of the App and web including but not limited to Guests, Bidders, Auction Centers and Auctioneer. ("**Users**")

We may change or otherwise modify the Agreement in the future in accordance with the Terms and Conditions herein, and you understand and agree that your continued access or use of this Website after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to the Agreement at the bottom of this page, and any revisions will take effect upon posting. We will notify our members of material changes to these terms and conditions by either sending a notice to the email address provided to us at registration or by placing a notice on our Website. Be sure to return to this page periodically to review the most current version of the Agreement.

1) **REGISTRATION**

1.1 **Bidder & Auctioneer**

- a) To fully access, experience or to use the App and Web, the unregistered guests (“**Guest**”) are required to register an account by providing, among others, your corresponding name, identity card number, email address, password, registered mobile phone number or/and other personal information as required by us, whichever applicable, to become our registered user.
- b) We reserve the right to seek more personal information or personal details from you for the purpose of the usage of the App and Web.
- 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.
- d) You may post an image for the use of your online profile. By submitting such image, you represent and warrant that you are authorized to use such image and grants us the non-exclusive and royalty-free right to use the image.
- e) We reserve the right to refuse registration of, or cancel an account at our discretion. You shall be responsible for maintaining the confidentiality of your username and password.
- f) The account is personal to you and shall not be shared with third parties or transferred to third parties.

2) **GUIDELINES**

- a) The use of Application or Web is subject to our guidelines. You shall not use, allow, or enable others to use the App and Web, or knowingly condone the use of the App and Web by others, in any manner that is, attempts to, or is likely to:
- i. use any proxy internet protocol addresses (IPs) in order to attempt to hide the use of multiple accounts, disrupt any of our services or to avoid being detected;
 - ii. 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;
 - iii. affect us adversely or reflect negatively on us, the App and Web, 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 App and Web, or from advertising, linking or becoming a supplier to us in connection with the App and Web;
 - iv. send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing" to other User/(s);
 - v. transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
 - vi. 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;
 - vii. gain unauthorized access to the Application or Web, other Users' accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the App and Web or to use the App and Web in any manner which violates or is inconsistent with any terms and conditions of this Agreement;

- viii. modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the App and Web or the rights or use and enjoyment of the App and Web by any other person;
 - ix. 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 App and Web, unless you have obtained the express, prior permission of such other person to do so;
 - x. circumvent or manipulate our fee structure, the billing process, or fees owed to us;
 - xi. post or provide false, inaccurate, misrepresenting, misleading, incomplete, defamatory or libelous content;
 - xii. take any action that may undermine any ratings system that we may use;
 - xiii. transfer your account and Users identification to another party without notifying us and obtain consent from us;
 - xiv. copy, modify, or distribute:
 - 1) content of the App and Web or
 - 2) any of our copyright or trademarks;
 - xv. harvest or otherwise collect information about other Users, including email addresses, without their consent;
- b) You are entirely responsible for all content that you or the Authorized Party upload, post, email, transmit or otherwise make available via the App and Web.
- c) Under no circumstances that we will be liable in any way for any content, including, but not limited to, any errors, fraudulent information, or omissions in any content uploaded, either by you or by any Authorized Party or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the App and Web.
- d) We reserve the right to stop, reject, or refuse you or Authorized Party to post any content and to remove or edit any content from the App and Web, whether or not the content is expressly prohibited by this Agreement, or to restrict, suspend, or terminate your access to all or any part of the services at any time, for any or no reason, with or without prior notice, and without liability.

- e) 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 the Users breached any clause in this Agreement.
- f) We reserve our rights to change, improvise or amend our guidelines from time to time.

3) **OUR SERVICES**

- a) You may enjoy the services provide by us after account registration via App and Web. The services include but not limited to: -to make the App and Web available to all Users, to browse and view our App and Web, to view the uploaded photos and contents made available on our App and Web by Users, to answer questions posted to us.
- b) You acknowledge that all information and contents uploaded in the App and Web are presumed to be accurate as reflecting information as per contents uploaded by each Auction House or any Authorized Party.
- c) You agree that you shall not hold us accountable for any inaccuracy and the incompleteness of the information as reflected in the auction lists and the information is not conclusive and shall strictly be used only as reference only.
- d) In the event that you have a dispute, you hereby release E-Bididi (including our shareholders, members, partners, officers, directors, employees, agents, parent, subsidiaries, affiliates, joint venturers, and successors and assigns) from causes of action, suits, claims, demands, judgments, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes.

- e) You acknowledge and agree that E-Bididi shall have no responsibility to maintain the records contained in your registered account upon the completion each transaction, subject to system limitations and further notice of E-Bididi.
- f) Users shall refer only to the dispute resolution process stipulated in this Agreement for any attempt to resolve any disputes arose from this Agreement.

4) **AUCTION LIST OR PROCLAMATION OF SALE**

- a) Auction host (including but not limited to Us) will list available items on which registered Bidders may bid. Auction dates and times, as well as the number, character, and order and schedule of the items to be auctioned, are set by the Auction House and are subject to change without notice. Auctioning items may be modified or changed at any time. Some lots and items that are made available on the physical auction site may not be included in our App and Web.
- b) The terms of sale for participation in each auction (Terms of Sale or House Rule) may differ. Each Terms of Sale or House Rule including how bids are accepted, rules governing absentee bids, bid increments, bid retraction and cancellation, the conditions the bidders must meet to purchase an item, as well as the specific conditions of sale (such as warranties) may change for each auction at the sole discretion of the Auctioneer. The Auctioneer is required to post its terms and conditions and to maintain such terms throughout the auction period. You agree to be bound by those bidding terms and conditions of sale by agreeing to this Agreement. This Agreement, in addition to those

House Rule, governs your bidding activity, as well as your participation in each auction.

- c) Each Auctioneer may charge a buyer's premium (which is an additional fee that a winning bidder is required to pay above the auction price) as well as other fees which the Auction House may have discretion to collect from you. These fees are subject to change depending upon auctions and the particular item for sale, and are set by the Auctioneer.

5) **NO WARRANTY**

WE PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT BIDS WILL BE RECEIVED BY THE AUCTION HOUSE OR INFORMATION REGARDING CURRENT PRICE WILL BE TRANSMITTED IN A TIMELY FASHION. NOR DO WE GUARANTEE THE PERFORMANCE OF ANY OBLIGATIONS BY AN AUCTION HOUSE. WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ROADWORTHINESS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6) **PRIVACY**

When you use the Application and Web, we will collect, store and use certain information as described in our **Privacy Policy**.

7) **COOKIES**

- a) E-Bididi may use cookies on the App & Web. Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows the Services or a third-party to recognize you and make your next visit easier and the Service more useful to you.
- b) When you use and access the Service, we may place a number of cookies files in your web browser. We use cookies for the following purposes: to enable certain functions of the Service, to provide analytics, to store your preferences, to enable advertisements delivery, including behavioral advertising.
- c) We may use both session and persistent cookies on the Service. We may use essential cookies to authenticate users and prevent fraudulent use of user accounts.
- d) In addition to our own cookies, we may also use various third-parties' cookies to report usage statistics of the Service, deliver advertisements on and through the Service, and so on.
- e) You may visit the help pages of your web browser to delete cookies or instruct your web browser to delete or refuse cookies.
- f) Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features we offer, you may not be able to store your preferences, and some of our pages might not display properly.

8) **CONFIDENTIAL INFORMATION**

- a) We will not disclose any information made available to us or by Authorized Party, includes but not limited to all information contained within our reporting systems and other performance metrics and any other technical or programming information we disclose or make available to you directly or indirectly, whether in writing, orally or visually ("**Confidential Information**").
- b) Confidential Information does not include information other than information that:
 - i. is or becomes publicly known and generally available other than through your action or inaction; or
 - ii. was already in your possession (as documented by written records) without confidentiality restrictions before you received it from us.

- d) 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 Users and the public.

9) **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), in and to the Application and Web, and that you will not acquire any rights, titles, or interests in or to the Application and Web 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 services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Application and Web 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 Application or Web 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, unfair 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.

10) **LIABILITY**

- a) You expressly agree that we, our directors, officers, shareholders, employees, representatives, consultants, agents, contractors, and/or distributors (if any) will 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 App and Web;
 - ii. any conduct or content of any third party on this App and Web, including without limitation, any defamatory, offensive or illegal conduct of other Users or third parties;
 - iii. inaccuracy or omission of the information that may be extracted from our Services;
 - iv. any Content obtained from the App and Web that uploaded by Service Provider; 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 App and Web, or with any of these terms of use, your sole and exclusive remedy is to seek for dispute resolution process as stipulated in clause 16 and to discontinue your access and/or use of the App and Web.
- c) You acknowledge that we shall not be able to accurately confirm the identity of other registered Users or prevent them acting under false pretenses or in a manner that infringes the rights of any person.
- d) You must ensure that your access to this App and the service is not illegal or prohibited by laws that applicable to you.
- e) You must take your own precautions to ensure that the process that you employ for accessing this App and Web and our Services does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. You shall deliberately indemnify us for any interference or damage to any computer system that arises in connection with your use of the App and Web or any linked website.

11) **MARKETING AND NOTIFICATIONS**

- a) The App and Web may display advertisements and promotions. By accepting this Terms and Conditions, you hereby explicitly consent and agree for us to send you information containing 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 App and Web, you agree that we may place advertising on the App and Web at our sole discretion. You agree that we may change the manner, mode and extent of advertising on the App and Web without further notice.
- b) You may unsubscribe by contacting us or by using the unsubscribe option in the email updates that we have forwarded to you, as stipulated in our Privacy Policy.

12) **INDEMNITY**

You agree to indemnify, and hold us, our agents, 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 App and Web, the use of the Services and/or your breach of any term of this Agreement.

13) **DISCLAIMERS**

- a) We do not represent or warrant that:
 - i. access to the App and Web or any part of it, will be uninterrupted, reliable or fault-free; and
 - ii. the accuracy, completeness, and reliability of any information that is uploaded by other User and the Ancillary Service Providers as

reflected in the App and Web in relation to our Services and the Ancillary Services provided by Ancillary Service Providers.

- b) We will use our best endeavor to back up all data stored in our server or generated by the App and Web. 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.

14) **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.

15) **SUSPENSION AND TERMINATION**

- a) We may suspend or terminate your access to all or any part of the App and Web at any time, with or without cause, effective immediately. You may terminate your use of the App and Web at any time, provided that all provisions of this Agreement, which shall survive termination, including, without limitation, 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.

16) **AFTER TERMINATION**

- a) In the event that this Agreement terminates for whatsoever reasons, the following shall be applicable: -
- i. your access to the Application shall immediately be terminated;
 - ii. we reserve the right to permanently dispose and delete any data held in your registered account without further reference to you; and
 - iii. 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.

17) **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 App and Web 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 App or via web notice. Usage of the Services 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.

18) **DISPUTE**

- a) If you are dissatisfied with our Services and you are unable to resolve such dissatisfaction with our contact personnel, you may email a written enquiry to show your dissatisfaction at **support@e-bididi.com**. A formal

written response will be sent to you to resolve the issues. If you remain dissatisfied, you shall refer the matter to Asian International Arbitration Centre for arbitration. The number of Arbitrator and the language of arbitration shall be agreed by all involving parties.

- b) The decision of the arbitration shall be final.
- c) Laws of Malaysia shall be the governing law in this Agreement.
- d) If you have a dispute with one or more Users, you release us (and our officers, directors, agents, 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.

19) **THIRD PARTY SITES**

The Application and Web 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.

20) **SEVERABILITY**

This Agreement shall be read in conjunction with Privacy Policy, and shall be read as one. 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.