



TERMS AND CONDITIONS

MAQAN SDN. BHD. (Company No. : 202001019440 (1375760-W)) is a private limited company incorporated in Malaysia under Companies Act 2016 (tnc), ("MAQAN") which provides an online platform for ordering food and beverages including its delivery services between the Vendor and a number of third party ("as defined")

AND

Vendor is any party and/or restaurants who provides a service in preparing the foods and beverages (the "**Vendor**") to the customer who engage and make an order via the Application (as defined) as the other Party

both of which can be collectively referred to as "**Parties**".

INTRODUCTION

- A. **PLEASE READ THIS TERMS AND CONDITIONS CAREFULLY** before continuing with registration (the "Terms").
- B. By using the Service, **YOU AGREE** that you have read and understood thoroughly the Terms in these Terms and Conditions and its Schedules together with any policies, notices, guidelines and any information disclosed to you during and/or after registration referred herein or otherwise available in the Application or the Website (as defined) that govern your use shall constitute a legally binding agreement (the "Agreement") between you and MAQAN.
- C. MAQAN acts as an independent party and under no circumstances that it will establish the relationship between parties as a partner and/or employer-employee and/or agent and/or principal and/or franchisor-franchisee whereby the Vendor who through this Terms grants MAQAN full authority to act, negotiate and conclude contracts with Customers in the name and for the account of the Vendor as well as for the offers of the Vendor made via the Application (as defined) or MAQAN's online platform (as defined). www.order.maqan.my (the "**Website**").
- D. MAQAN provides an online marketplace for a number of Vendor via which Customers can order prepared food items and beverages ("**Foods**") from the Vendor including its delivery services (the "**Service**") directly to the Customers (where applicable). Thereto MAQAN receives the order from the Customers ("**Orders**") via the Application (as defined), transmits it to the Vendor via a printer/mobile phone/tablet ("**Vendor's Accessories**") installed by MAQAN (*when applicable*) and accepts the payment made by the Customers for his orders. The payment is accepted by MAQAN in the name and for the account of the Vendor and will be transmitted to the Vendor, after deducting the fees and taxes as agreed upon by the Parties herein.
- E. The Parties shall also agree that MAQAN has the exclusive right and absolute discretion to appoint and/or hire any individuals and/or company to deliver the food from the Vendor to the Customers once the Order has been placed via the Application (as defined).
- F. MAQAN may at any time amend the terms in the Agreement ("**Amendments**") and such Amendments shall take effect once MAQAN has notified via the Website or Application ("**Notifications**"). The Vendor agree that it shall be the Vendor's responsibility to review the Terms regularly or alert with such notifications. You acknowledge that your continuous use of the Service after such amendments shall be deemed to be binding upon you whether or not reviewed or alerted by you.

IT IS HEREBY AGREED BY THE PARTIES :

1. DEFINITIONS

In these Terms and Conditions, the following words shall have the meanings attribute below:-

- 1.1 "**Application/App**" means any electronic software designed or made available by MAQAN that can be download onto a mobile phone or other mobile device and/or telecommunication device to the Vendor;
- 1.2 "**Service**" means providing an online marketplace for a number of vendor via which Customers can order prepared food items and beverages from the Vendor and delivery services;
- 1.3 "**Terms and Conditions/Terms**" means our Terms and Conditions herein that is accessible at <https://www.vendor.maqan.my/terms.as.amended.from.time.to.time>;
- 1.4 "**Privacy Policy**" means our privacy policy accessible at: <https://www.vendor.maqan.my/privacy> as amended from time to time;
- 1.5 "**Platform**" means the Application, Website and any other platform which owns, operates or otherwise made available by MAQAN to the Customers for the purposes in connection with the Service;
- 1.6 "**Website**" collectively refers (where applicable) to MAQAN's online platform www.order.maqan.my or Vendor's registration domain at www.vendor.maqan.my ;
- 1.7 "**Menu Information**" means itemized Foods items, allergen information, minimum order values, promotions, discounts, operation hours, times of delivery and areas of delivery
- 1.8 "**You/Your**" refers to the Vendor and vice versa as may be applicable;
- 1.9 "**Delivery Fee**" means the charges charged to the Customer for the cost of preparation of food, delivery of food and taxes that may be imposed;
- 1.10 "**Invoice**" means a statement issued by MAQAN to the Vendor containing assessment of billings including the Restaurant Revenue, Agency Fee (MAQAN's Commission), Data Transmission, Set-Off Amount and Customer Recovery Fee.
- 1.11 "**Charging Fee**" means charges described in the First Schedule of this Terms;
- 1.12 "**Third party**" refers to the Customers or any other person (as may be applicable) who is not a party to this Agreement and shall not have any rights to enforce its terms;
- 1.13 "**Personal Data**" is any information which can be used to identify you or from which you are identifiable includes but not limited to your name, nationality, telephone number, bank and credit details, personal interests, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, religion, business registration details;
- 1.14 "**MAQAN Policies**" means the following:-
 - 1.14.1 the Privacy Policy
 - 1.14.2 the Vendor Code of Conduct may be applicable; and
 - 1.14.3 all other forms, policies, notices guidelines, frequently asked questions (FAQS), or agreements provided to or entered into by you from time to time
- 1.15 "**Customer Recovery Charges**" means the charges mentioned in Clause 5 of this Terms;
- 1.16 "**Software**" means any software associated with the Application which is made available for download and installation by MAQAN;

2. MAQAN RIGHTS AND OBLIGATIONS

- 2.1 In order to perform the Services, MAQAN shall:
 - 2.1.1 have full right to remove or amend certain items from the Menu Information at its sole discretion, provided that no new or untrue information shall be made available, and shall not be required to inform Vendor of such changes;
 - 2.1.2 have the right to influence the prices for the Foods items offered by the Vendor on a case-by-case basis by offering discounts at MAQAN's sole cost, whereas MAQAN will not increase the prices provided by the Vendor;
 - 2.1.3 not obliged to but may provide and/or install one or more of the following such as a printer/mobile phone/tablet ("**Vendor's Accessories**") for the Vendor;

- 2.1.4 in the event MAQAN is performing the delivery services, MAQAN shall perform such deliveries in accordance with the delivery time indicated on the App and/or Website;
 - 2.1.4.1 ensure that the delivery time stated on the App and/or Website complies with the delivery time required;
 - 2.1.4.2 ensure that MAQAN delivery personnel shall be at the Vendor premises to collect the order at the time stated when the order was transmitted to the Vendor;
 - 2.1.4.3 ensure that all orders will be delivered in a state that a customer would expect for that type of Foods, provided that the Vendor complies with the obligation in Clause 3.1.6;
 - 2.1.4.4 have the right to charge the customer a delivery fee and determine a minimum order value, at its own discretion;
- 2.1.5 transfer to the Vendor the payment for such orders (“**Restaurant Revenue**”) excluding any other fees charged by MAQAN in accordance with Clause 9 of this Terms;
- 2.1.6 inform the Vendor in writing of any changes implemented to the procedures by MAQAN at least Two (2) days prior to the intended change taking place, and the Vendor shall comply with all such changes;
- 2.1.7 have the right to change at its sole discretion any services related to delivery including delivery areas and the operation time without prior notice;
- 2.1.8 have the right to refuse to accept the request from customers in the event of customer verification measures being implemented by MAQAN (such as SMS verification and or other online platform of the customer when first registering on the App) whereby MAQAN is not satisfied with the outcome of the verification. MAQAN has the right to block any customer from ordering in the event of a customer abusing any promotions or in any other case MAQAN reasonably believe of fraud-like attempts and/or unacceptable manner by the customer on the account of MAQAN or the Vendor. MAQAN shall not require any consent from Vendor and reserves the right to enforce the provisions of this Clause.
- 2.1.9 MAQAN through a written Notice have the right to remove or change the Vendor’s status in the Application or on the Website from ‘Online’ to ‘Offline’ due to any form of technical issue(s) that shall be determined by MAQAN for a period not more than Seven (7) days.
MAQAN at its sole discretion may if it thinks fit, extend such period subject to a limitation not more than four (4) times. And the period for each extension shall not exceed more than Seven (7) days.
- 2.1.10 Wherever mentioned under this Clause, in any event where any form of issue arises that has been determined by MAQAN, the Vendor undertakes that MAQAN’s decision shall be final and binding upon the Vendor as provided in Clause 24 in these Terms. And such decision includes right to extend any notice issued to the Vendor.

3. VENDOR RIGHTS AND OBLIGATIONS

3.1 The Vendor is under the obligation to:

- 3.1.1 ensure that its personnel and/or his employee is available to receive the appropriate training from MAQAN in order for the Vendor to operate the system provided by MAQAN;
- 3.1.2 provide MAQAN with all of the Menu Information as agreed upon including with menu items, allergen information, minimum order values, promotions, discounts, operation hours, times of delivery and areas of delivery (if applicable) to be made available for display on the App and/or Website. The Vendor shall provide the Menu Information to MAQAN on the same day this Terms takes effect.
Upon registration, MAQAN will upload the Menu Information for the Vendor into the system. Once completed, MAQAN will provide the login details for the Vendor to access and make such changes or modifications to their own menu. In the event that the Vendor intend to make any changes or modify the Menu Information (to add/remove/make unavailable) the Vendor is allowed to access the business account as provided in the system and make such changes or modifications PROVIDED ALWAYS such changes or modifications must be made before it begins accepting Orders from the Application.
- 3.1.3 provide MAQAN with a clear acceptance or rejection of all Orders provided by MAQAN, not later than 2 (Two) minutes from the time the Order was made available to the Vendor;
- 3.1.4 provide MAQAN, its employees, agents, consultants and subcontractors and any Third party in connection of the Services with access to the Vendor’s premises and other facilities as reasonably required by MAQAN to perform the Services;
- 3.1.5 comply with all local Laws and Regulations and obtain and maintain all necessary licenses, permissions and consents (including, without limitation, any food and beverage and/or health and safety legislation and/or regulations) which may be required in order to perform its obligations under this Terms;
- 3.1.6 upon accepting an Orders, prepare and fulfil such Orders without delay, pack it in accordance with MAQAN standards and requirements as communicated from time to time, and at no less than the common standard of the Vendor together with the required cutlery and transfer it to MAQAN’s delivery personnel or to its own delivery person, as applicable;
- 3.1.7 in the event Vendor is performing the Delivery, the Vendor shall:
 - 3.1.7.1 provide MAQAN with a realistic estimated delivery time at the same time as providing the Menu Information;
 - 3.1.7.2 deliver to the customer all accepted Orders within the time indicated at acceptance by Vendor;
 - 3.1.7.3 immediately inform MAQAN of any delay in delivering the Orders according to the estimated delivery time;
 - 3.1.7.4 deliver the Orders in a state that a customer would expect for that type of Foods and with the appropriate packaging; and
 - 3.1.7.5 inform MAQAN about any cancelled, fake or any non-fulfilled orders within Forty Eight (48) hours from acceptance of the Order.
- 3.1.8 in the exceptional case of when the Vendor provide MAQAN with a rejection of Orders as per clause 3.1.3, the Vendor shall clearly state the reason for such rejection not later than Two (2) minutes from the time the Orders was made available to the Vendor;
- 3.1.9 be solely responsible and liable for any and all Customers queries, claims and/or complaints in respect of the contents and quality of the food and Orders and any consequential effects thereof;
- 3.1.10 ensure that it has available at all times with sufficient capacity (including staff, food items and equipment) to process all orders received through MAQAN in accordance with the average delivery time provided to the Customers;
- 3.1.11 immediately inform MAQAN of any menu items that are not available at any given time and shall do so by accessing the Vendor App or the backend if available to Vendor, or by phone, if the Vendor App or backend access is not possible;
- 3.1.12 ensure that all portions provided to the Orders availing out of the Services shall be of the same size and quality as the portions provided by the Vendor to its direct Customers;
- 3.1.13 ensure that the prices, and minimum order values, offered to Customers by Vendor, and set by MAQAN are consistently identical to the prices offered to Customers by the Vendor when placing orders by phone, website, mobile app or any other platform which is operated by the Vendor. In particular, if the Vendor wishes to offer any lower prices through any promotions or discounts for Orders received by phone, website, App or any other platform which it operates, it shall inform MAQAN at least 7 (Seven) days in advance. The Vendor shall clearly explain the conditions of the promotions or discounts and MAQAN shall have the right to provide the Vendor’s promotions or discounts in its App;
- 3.1.14 perform its obligations under this Terms at all times in a competent, professional, and business-like manner, within established industry standards, practices, and principles, and within the time deadlines set forth herein;

- 3.1.15 in the event that MAQAN provides Vendor's accessories to the Vendor, the latter must make a payment of MYR600 to MAQAN should the Vendor lose, misplace, damage or allow damage to be caused to the said Vendor's accessories. The Vendor will not have to make payment of this fee of MYR600 for a loss of the said Vendor's accessories if it provides a police report on the theft of said items to MAQAN (*if applicable*);
- 3.1.16 make payment of MYR 1.00 per billing cycle to MAQAN should it fulfil less than 15 orders per billing cycle; and
- 3.1.17 make payment of a monthly fee of MYR13 to MAQAN for data transmission charges for the mobile phone/tablet provided by MAQAN to the Vendor ("**Data Transmission Charges**"). MAQAN may at its sole discretion revise such Data Transmission Charges should the mobile service provider engaged by MAQAN revises its fees (*if applicable*).

4. HALAL CERTIFICATION COMPLIANCE

4.1 VENDOR OPERATING WITH HALAL CERTIFICATION

- 4.1.1 In the event where the Vendor is operating their business with Halal Certification issued by the Department of Islamic Development Malaysia ("JAKIM") or the State Islamic Religious Council ("the Certification" or "the Certificate"), the Vendor shall furnish MAQAN with it upon registration being made. The Certificate must be on its valid period.
- 4.1.2 The Vendor shall make all efforts for the renewal of the Certification BEFORE the expiry of the Certificate; and
- 4.1.3 Where the renewal of the Certification could not be completed before the expiry of the existing validity period from its issuance, the Vendor shall make known of this matter to MAQAN within Seven (7) days before the actual expiry date of the Certificate.
- 4.1.4 In case where the Vendor do not wish to make any renewal for the Certification to the above-mentioned authorities, the Vendor shall make known of this decision to MAQAN through a written notice within Seven (7) days before the actual expiry date of the Certificate.

4.2 MUSLIM VENDOR OPERATING WITHOUT HALAL CERTIFICATION

- 4.2.1 In the event where the Vendor is operating without Halal Certification, the Vendor shall ensure the followings:-
 - 4.2.1.1 Where the Vendor operates without the Certificate, the Vendor is bound to make this information known to MAQAN upon Vendor's registration.
 - 4.2.1.2 The Vendor shall not make any attempts to deceit or make false representations that ought to lead the customer confused or misdirected of the Vendor's food production.
 - 4.2.1.3 The Vendor under this category shall ensure that the food products are all Halal certified in terms of the ingredients used and the way the food is prepared.

4.3 NON-MUSLIM VENDOR OPERATING WITHOUT HALAL CERTIFICATION

- 4.3.1 This particular provision applies to the Vendor who are conducting their business based on Halal Foods concept but are operating without a registered Halal Certification.
- 4.3.2 The Vendor shall strictly ensure the use of the ingredients are Halal certified and the way for the preparation of its food products are based on the Halal concept.
- 4.3.3 The Vendor shall make no attempts to deceit or make false representations that ought to lead the customer in confusion or misdirected of the Vendor's food production and its preparation.
- 4.3.4 The approval under the Clause 4.3 herein shall be the sole discretion of MAQAN. MAQAN when deciding Vendor's application upon registration shall consider such application based on Vendor's business criteria and activities.

5. CUSTOMER RECOVERY CHARGE

- 5.1 The Vendor agrees to pay MAQAN a Customer Recovery Charges upon received complaint(s) on any of the related issue(s) outlined as "Issue(s)" listed in the Second Schedule of this Terms subject to the conditions as stipulated in this Clause below.
- 5.2 The Customer Recovery Charges is calculated according to the number of occurrence in Frequency of issue(s).
- 5.3 The Frequency of occurrence of issue(s) based on complaints made by the customer is calculated in accordance to the period in the Invoice issued as stated in Clause 9.5 and Clause 9.8 of this Terms.
- 5.4 The contents of the table below may be amended from time to time at MAQAN's sole discretion. MAQAN shall inform the Vendor of such amendments in writing 14 days before the effective date of such amendments.
- 5.5 Provided under Second Schedule of this Terms on Customer Recovery Charges that shall be applicable whenever such matter arises. The Vendor hereby undertakes that MAQAN at its sole discretion is allowed to apply such charges in the upcoming billing cycles (*when applicable*).

6. REDELIVERY FEES

- 6.1 MAQAN may be required to perform a second delivery ("redelivery") for the same order from the Customer as a result of issues arising due to either rider's or Vendor's error, for instance, spillage of the food items or missing items in the orders. The Vendor would therefore have to prepare a second set of the same Foods items to fulfil the same Orders by the Customer.
- 6.2 The cost of the first set of the food items and the delivery fee will be borne by the Vendor in the event that the need for redelivery occurs due to the error or mistake done by the Vendor.
- 6.3 The Vendor will only have to pay to MAQAN one set of Fees for this order.

7. SUSPENSION

- 7.1 MAQAN shall have the right to temporarily suspend the Vendor from using the Services from the App and/or Website, without liquidated damages, if:
 - 7.1.1 the Vendor has failed to pay any Invoice issued by MAQAN that has become due; OR
 - 7.1.2 in MAQAN's reasonable opinion, the Vendor is in breach of any terms of this Terms and/or has provided false information or may be negatively affecting MAQAN's business. However, any suspension shall not result in the termination of this Agreement, the provisions herein shall remain fully applicable.

8. INDEMNIFY FROM THIRD PARTY CLAIMS

- 8.1 Vendor will, at its own expense, shall guarantee and indemnify MAQAN of any of the following types of third party claims brought against MAQAN, its directors, officers, or agents ("**Indemnities**"):
 - 8.1.1 any claim that, if true, would constitute a breach of this Agreement by the Vendor, its employees, agents or representatives;
 - 8.1.2 any claim related to injury or death of any person or damage to any property arising out of or related to the Vendor obligations arising out of this Agreement; or
 - 8.1.3 any claim that otherwise arises from the negligence, acts, or failures to act by the Vendor, its employees, agents or representatives.
 - 8.1.4 Vendor will indemnify and hold harmless the Indemnities from any costs, losses, claims, damages and fees (including reasonable legal fees) incurred by any of them that are attributable to any such claim.
 - 8.1.5 Any act of negligent and/or reckless act or omission or any fraud, wilful default or misconduct or any breach or failure or delay in complying with any applicable laws including any rules, code of conduct and/or guidelines by any governmental, administrative or regulatory authority.
 - 8.1.6 Any act by the Vendor (inclusive but not limited) to misrepresentation, wrongful disclosure of Personal Data, misuse of Customer's Personal Data and the Service, publicity of the Customer's information and of any other act not mentioned herein.

This guarantee and indemnity will be applicable without reference to the negligence of any party including any indemnified party.

9. FEES, PAYMENT AND COLLECTION OF FUNDS

- 9.1 The Vendor grants MAQAN authority to receive any funds and/or payments in the name and for the account of the Vendor paid by the customer, whether by online means or in cash.
- 9.2 In the event of cash payment by the Customer upon delivery, the Party making the delivery shall be responsible for collecting the cash payment and reconciling with the other Party in accordance with the provisions of Clause 9.
- 9.3 In the event of online payments by the Customer upon delivery, MAQAN or its agent shall collect the payment and reconcile in accordance with the provisions of Clause 9.
- 9.4 The Parties agree and accept that the Vendor's Restaurant Revenue based on the Charging Fees will be calculated and payable in the amount agreed in the First Schedule of this Terms or the Website and that no other fees or charges shall apply between the Parties or towards the Customers, except as provided for in this Terms. Vendor specifically accepts that, if applicable, MAQAN may set-off the Agency Fee and Data Transmission Charges from the Restaurant Revenue.
- 9.5 The parties agree and accept that the assessment for billings through an Invoice will be assessed and made payable by MAQAN to the Vendor every week starting from the Commencement Date (each "**Payment Period**") after Three (3) to Five (5) business days. Sales cut off period is every Saturday, all sales from Sunday to Saturday will be calculated for vendor payment. Order Statement will be generated, and payment will be made after Three (3) to Five (5) business days.
- 9.5.1 MAQAN shall also issue an ordering statement based on the number of Orders received by the Vendor during each interval for the said assessment ("**Order Statement**"). Such Order Statement shall clearly outline the total sum profited by the Vendor together with any amounts that MAQAN decided to set-off as the case maybe ("**Transfer Amounts**").
- 9.5.2 The Transfer Amounts shall be made payable by MAQAN to the Vendor in the manner prescribed and based on the details provided by the Vendor during registration subject the terms in Clause 9.
- 9.5.3 In the event where MAQAN fails to issue any Order Statement or to clearly outline the total sum of the Transfer Amounts or the amount that MAQAN decided to set-off, the Vendor undertakes to notify MAQAN for said issuance of such Order Statement within Three (3) business days.
- 9.6 In addition to Clause 9.5, MAQAN's decision to set-off any amounts that is reflected in the invoice and/or the Order Statement issued to the Vendor shall be regarded as final and accepted by the Vendor as provided in Clause 24 of this Terms.
- 9.7 MAQAN's payment partner or MAQAN, as the case may be, shall transfer the Transfer Amounts to the Vendor's bank account listed according to the details provided by Vendor upon registration, within Three (3) to Five (5) business days of acceptance of the Order Statement by the Vendor.
- 9.8 In addition, MAQAN shall also outline to the Vendor the Customer Recovery Charges due by Vendor to MAQAN (if any) ("**Notification of Customer Recovery Charges**").
- 9.9 The Vendor shall have the right to appeal the Order Statement and Notification of Customer Recovery Charges in accordance with the following:
- 9.9.1 Vendor shall object in writing within Seven (7) business days of the issuing date of the relevant Order Statement or Notification of Customer Recovery Charges and shall clearly state all the reasons for the appeal, including any supporting documentation;
- 9.9.2 MAQAN shall review the objection within Five (5) business days provided that;
- 9.9.2.1 if agreed with, shall adjust the Order Statement or Notification of Customer Recovery Charges accordingly;
- 9.9.2.2 if disagrees with the Vendor, it shall inform Vendor of such and the Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.
- 9.9.3 If the dispute cannot be settled amicably within Fourteen (14) days of receipt of the appeal will entitle either Party to apply the provisions of Clause 27.2.

10. COMMENCEMENT OF SERVICES

The Vendor shall only be listed on the Website after the receipt of all information requested by MAQAN including, but not limited to the Menu Information, business logo and approved images. MAQAN shall inform the Vendor in writing of the starting date of the Services ("**Commencement Date**") which notification shall be notified via the App or Website.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Vendor agrees that by using the online App and/or Website of MAQAN, its name, address, a brief slogan and one or more images of the Vendor including any logos or insignia, may be published on the Website, Application, MAQAN's partner and affiliate platforms.
- 11.2 The Vendor permits MAQAN at MAQAN's cost to advertise the Vendor on its Website, Application, Facebook page, Google and any other social media or any relevant offline and online marketing channels and specifically authorized MAQAN an unlimited use of the Vendor's intellectual property in doing so.
- 11.3 The Vendor, where practicable, is to display and distribute MAQAN's official marketing materials such as, inter alia, business cards of MAQAN and links to the Website, on a variety of online and offline tools, such as the Vendor's website (if available) and any social media associated with the Vendor, via a certificate picture and any forms of marketing materials ("**Marketing Materials**"). MAQAN shall provide information, materials or images to produce such Marketing Materials, and Vendor shall not produce any Marketing Materials including reference to MAQAN without the consent from MAQAN. The Vendor shall not bear any cost in respect of these marketing materials.
- 11.4 MAQAN may provide the Vendor with offline Marketing Materials, such as stickers, and Vendor obliges itself to display such offline Marketing Materials as instructed by MAQAN at its business premises.
- 11.5 All intellectual property rights in the marketing materials mentioned in Clauses 11.3 and 11.4 or otherwise arising out of the Services shall remain the exclusive property of MAQAN.
- 11.6 It is hereby clarified that Vendor does not have any rights whatsoever to use or avail of any Intellectual Property rights of MAQAN, including any domains or similar domain names.
- 11.7 In the event the Vendor misuse aforementioned Marketing Materials or infringed any Third party copyrights or intellectual property rights, the Vendor shall be solely liable.

12. PARTNERING PLATFORMS

MAQAN may display the Menu Information on any other platform owned by, operated by, or affiliated with MAQAN and the terms of this Terms apply for such platforms as well.

13. WARRANTIES

- 13.1 The Vendor represents, warrants and undertakes that the use by MAQAN of the name, logo and/or image of the Vendor on the App and/or Website and/or other Marketing Materials in accordance with clause 11 of these Terms shall not infringe the intellectual property rights of any third party.
- 13.2 The Vendor further warrants and undertakes to provide MAQAN with information that is accurate and shall avoid from making any misrepresentations to MAQAN in anywhere it is required by MAQAN for the Vendor to provide.

14. CONFIDENTIALITY

A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors for the purpose of discharging the Receiving Party's obligations under this Terms, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to



this Terms. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of 3 competent jurisdictions. This clause shall survive termination of this Terms.

Disclosure of any information otherwise for purpose aforementioned shall render the Vendor to be solely responsible for any breach herein mentioned.

15. DISCLOSURE

- 15.1 The Vendor undertakes to make full and frank disclosure of Vendor's Personal Data to MAQAN upon registration and further when is required by MAQAN.
- 15.2 The Vendor acknowledge and agree that MAQAN collects and processes the Vendor's Personal Data as detailed in the Privacy Policy from the moment the Vendor submit his registration on the App or Website.
- 15.3 Anywhere applicable, the Vendor further agree and consent to MAQAN, its employees, agents, consultants and subcontractors and any Third party collecting, processing, using and make disclosure of your Personal Data for the purpose mentioned in Privacy Policy.
 - 15.3.1 Any act by the Vendor (inclusive but not limited) to misrepresentation, wrongful disclosure of Personal Data, misuse of Customer's Personal Data, misuse of the Service and of any other act, the Vendor shall be liable.

16. NO PARTNERHIP

BOTH PARTIES AGREE nothing in this Terms is intended to or shall be deemed to establish any corporate partnership or joint venture between the Parties.

17. AMENDMENTS

- 17.1 MAQAN shall have the right to amend any of the Clause in this Terms, provided that it shall inform Vendor of such amendments in writing by sending the full copy of the updated Terms together with the effective date of such amendments, which shall not more than Fourteen (14) days from date of its notification.
- 17.2 In the event the Vendor disagreeing with such amendments, the Vendor shall have the right to terminate this Agreement in accordance with the provisions of clause 22.1.
- 17.3 It is specifically agreed that all amendments shall be effective between the Parties with effect from the date notified by MAQAN in accordance with clause 17.1, without the need for any additional signatures or documentation, unless objected to in accordance with clause 17.2.

18. FORCE MAJEURE

- 18.1 For the purposes of this Agreement, "Force Majeure Event" means an event beyond the reasonable control of either party including but not limited to acts of God; war; riot; civil commotion or terrorist action.
- 18.2 Neither Party shall be liable to the other Party as a direct result of any delay or failure to perform its obligations under this Terms as a result of a Force Majeure Event.
- 18.3 If a Force Majeure Event prevents either Party from performing its obligations under this Agreement for more than four weeks, either Party shall, without limiting its other rights or remedies, have the right to terminate this Agreement in accordance with Clause 22 of this Terms.

19. NOTICES

- 19.1 All notices under this Terms shall be in writing, addressed to the agreed contact person/address as per this Agreement and be deemed duly given:
 - 19.1.1 On the same day when delivered, if delivered by hand during normal business hours of the recipient;
 - 19.1.2 On the same day when sent, if transmitted by fax or e-mail to the contact person as per the details provided by the Vendor upon registration or any approved substitute thereof, and a confirmation of receipt or delivery is provided;
 - 19.1.3 On the third business day following mailing, if sent by post.

20. ASSIGNMENT

- 20.1 MAQAN may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Terms and may subcontract or delegate in any manner any or all of its obligations under this Terms to any third party or agent.
- 20.2 The Vendor shall not, without the prior written consent of MAQAN assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Terms.

21. WAIVER

A waiver of any right under this Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22. TERM AND TERMINATION

- 22.1 This Terms shall commence according to the Commencement Date and will continue for an indefinite period, unless terminated earlier in accordance with this Clause 22.1. This Agreement may be terminated:
 - 22.1.1 by either Party for convenience upon giving the other Party not less than Fourteen (14) days' prior written notice;
 - 22.1.2 with immediate effect upon the provision of written notice by either party in the event of material breach of this Agreement by the other party; or
 - 22.1.3 at any time by mutual written agreement between the Parties.
- 22.2 MAQAN shall have the right to terminate this Agreement, with immediate effect and without any liability, in the event of a breach of section 22.1.13, where Vendor has failed to remedy the breach within a maximum period of Two (2) business days from notification.
- 22.3 Upon termination of this Agreement for whatsoever reason:
 - 22.3.1 MAQAN shall remove the Vendor from the Website and the App;
 - 22.3.2 the Vendor is obliged to immediately return all MAQAN's property in its possession, including in particular the assets loaned by MAQAN(if any);
 - 22.3.3 the Vendor must immediately remove any reference to MAQAN and/or any of MAQAN's intellectual property from its premises, website and/or marketing materials;
 - 22.3.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
 - 22.3.5 clause(s) which expressly or by implication survive termination shall continue in full force and take effect.

23. LIMITATION OF LIABILITY



- 23.1 Nothing in this Terms shall limit or exclude either Party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.
- 23.2 Subject to clause 23.1:
23.2.1 Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss or damages arising under or in connection with this Terms; and
23.2.2 MAQAN's total liability to the Vendor in respect of all other losses arising under or in connection with this Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Agency Fees paid in the preceding year at the time of the event giving rise to such liability.
- 23.3 This Clause shall survive termination of this Terms.

24. DECISIONS

The parties hereby agrees that MAQAN shall have the discretion to decide whenever any issue(s) raised by either parties. Any decision by MAQAN shall be deemed to be accepted by the Vendor as final and binding.

25. CONFLICTING TERMS

- 25.1 The terms in this Terms and Conditions shall supersedes and takes priority against any other terms contained not limited to any previous agreement, letters, notice, and undertaking (if any) between the parties, whether written or oral.
- 25.2 This Terms is written in the English language, which shall be the sole language of interpretation in the event of any translations.

26. ENTIRE AGREEMENT

This Terms and Conditions and its Schedules that applies between the Parties together with any other terms, policies, notices and guidelines issued or notified or mentioned in the Application or the Website by MAQAN to you and any information disclosed by you during registration or in continuance of this Terms shall be sets forth the entire agreement between you and MAQAN.

27. SEVERABILITY

If any provision or part-provision of this Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part of the provision under this clause shall not affect the validity and enforceability of the rest of this Terms.

28. GOVERNING LAW AND JURISDICTION

- 28.1 This Terms or any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and be construed in accordance with the laws of Malaysia.
- 28.2 Each Party agrees that any dispute arising out this Terms shall be subjected to the non-exclusive jurisdiction of the courts of Malaysia who shall settle any dispute or claim arising out of or in connection with this Terms or its subject matter or formation (including non-contractual disputes or claims).
- 28.3 Performance of this Terms shall continue during arbitration proceedings or any other dispute resolution mechanism pursuant to Clause 9. No payment due or payable by the Vendor, or amount to be transferred by MAQAN shall be withheld on account of a pending Court dispute or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

29. STAMP DUTY

For the purposes of stamp duty, this Terms is an agreement for services which is subjected to any relevant Stamp Duty Order pursuant to the Stamp Act 1949 that are currently in force.

FIRST SCHEDULE

CHARGING FEE

Description	Charges
Commission Fee	10% from menu price

- a) Commission Fee: For the use of MAQAN Platform (Partner incentives and use of platform)
 b) All vendors will be charged commission fee for every item sold in the app.

SECOND SCHEDULE

PENALTY

The penalty below are the charged against vendor for the issues arise throughout the process

Issue(s)	Charging frequency	Penalty Charges
Wrong dishes	every order	RM 2.00 or 20% from the price (Whichever is higher)
Missing Items	every order	RM 2.00 or 20% from the price (Whichever is higher)
Vendor delay (between 10-30 minutes)	every order	RM 2.00 or 20% from the price (Whichever is higher)
Vendor delay (more than 30 minutes)	every order	RM 2.00 or 20% from the price (Whichever is higher)
Cancellations	every order	RM 2.00 or 20% from the price (Whichever is higher)