



WEDDING.COM.MY STORE OPERATION & BUSINESS LISTING AGREEMENT

This Agreement is governed by Wedding.com.my Standard Store Operation & Business Listing Terms and Conditions, which terms are incorporated by reference. This Business Listing and the Standard Store Operation Terms and Conditions, applies to all Products / services listed on Wedding.com.my effective on the same day of the account creation and shall auto renew every 12 months.

Payment mode:

*Online payment by Paypal, auto renew every 12months

*All cheque should be made payable to ENLINEA SDN. BHD.

*Direct payments into our Maybank account 512231361030 and email us your bank-in slip to hi@wedding.com.my

Seller shall at all times provide to Wedding.com.my and keep Wedding.com.my updated on the company address, contact person, phone number and others related changes.

All vendors who sign up with the e-store function, will receive an email from wedding.com.my within 7days to complete the payment terms agreement. Please see below are samples of the terms.

Payment Terms:

- 100% Payout upon delivery of stocks within 14 days, subject to no complaints and disputes with Customers**
- 30% to the vendor 14 days after services is purchased, and the remaining 70% disbursement 14 days after services has been redeemed.**
- Certain% deposit payable to Wedding.com.my, remaining certain% redemption directly with Seller.**

Standard Terms & Conditions for Store Operation:

Seller Update on Inventory Quantity

It is the Seller's responsibility to maintain the Products / services listings, Listing Price and Listing Quantity available for sale in the Merchant Centre up to date to avoid unavailable Products / services being purchased by Customers. All Products / services listings on Wedding.com.my Store shall be available at the Seller's store or warehouse for delivery.

Seller Delivery Failure Penalty

Any Seller delivery failure above **7 Business Day** from the Customer purchased date will impose a Seller delivery failure penalty of the higher of **RM5.00** or **5% of gross billing**.

Marketing Fee

Each successful sales transaction will be charge marketing fee in the form of profit sharing and is derive from the calculation of revenue generated from the sales of wedding.com.my e-shop multiply by sales margin. The fee structure and sales margin will be based on the signed wedding.com.my application form.

Standard Terms & Conditions for Business Listing:

The Services

If you continue to use the site and/or services provided by the Company on the Site (wedding.com.my) after the date on which any amendments come into effect, you shall be deemed to have consented to be bound by the amended terms and conditions. In the event that you do not agree to the amendments, you shall not continue to use the Site and/or Services.

Subscription Fee

Each vendor uses the site and/or services will be charge subscription fee in the form of yearly subscription. The fee structure will be based on the signed wedding.com.my application form.

By the Seller / Vendor

I represent that I am a duly authorized representative of the above noted Seller / Vendor and that my act of accept this agreement shall be a binding commitment of Seller / Vendor under the terms of this Wedding.com.my Standard Store Operation & Business Listing Terms and Conditions

In my capacity as representative of Seller / Vendor, I declare that:

- The Seller / Vendor has no debts that are past due and there are no financial constraints (liens, judicial decrees etc.) that might prevent the Seller from completing its obligations under this agreement; and
- To the best of my knowledge, I have never, and none of the Seller's employees have ever, been convicted of a felony.

Standard Cancellation & Termination of Listing / Store:

The Seller / Vendor must write in to hi@wedding.com.my 3 months in advance for cancellation or termination of service.

All plan sign with 12months validity period, no refund or any kind of compensation if the service is cancel or terminate before expiry date.

weight (Kg)	Maximum [actual weight ; Volumetric weight]	Maximum [actual weight ; Volumetric weight]
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- 1.2. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

2. BASIS OF THE CONTRACT

- 2.1. The use of the Store by a Seller for the sale of Products / services shall be subject to these Conditions, which shall govern all Contracts to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by the Seller or in correspondence or elsewhere or implied by trade custom practice or course of dealing.
- 2.2. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Seller and Wedding.com.my.
- 2.3. Any typographical clerical or other error or omission in any acceptance, invoice or other document on the part of Wedding.com.my shall be subject to correction without any liability on the part of Wedding.com.my.
- 2.4. Upon Seller's discovery that any requirement or provision of a Contract may conflict with any other requirement or provision, it is Seller's responsibility to give Wedding.com.my written notice of such alleged conflict for resolution by Wedding.com.my in Wedding.com.my's sole discretion. If Seller proceeds without notification to Wedding.com.my for resolution of such conflict, then all costs incurred in correcting Seller's erroneous interpretation shall be for Seller's account.

3. PARTNERSHIP

- 3.1. Provided that the Seller adheres to the terms of the Contract, Wedding.com.my agrees to feature the Seller's Goods for sale on the Store.
- 3.2. Customers would be able to purchase Products / services on the Store. Wedding.com.my shall process each order made by Customers, as provided for herein and forward the processed orders to the Seller. For the avoidance of doubt, each agreement entered into for the sale of Products / services shall be an agreement entered into between the Customer and the Seller direct. Seller is responsible to monitor the Merchant Centre for the status of its Products / services.
- 3.3. The relationship of the Seller and Wedding.com.my established by each Contract shall be solely that of independent contractors. Nothing contained in this Agreement shall be construed to make one Party the agent for the other for any purpose, and neither of the Parties hereto shall have any right whatsoever to incur any obligations or liabilities on behalf of or binding on the other party.

4. FEES AND CHARGES

- 4.1. **Selling Commission:** Wedding.com.my shall be entitled to receive a commission amounting to the percentages of the listing price of the Products / services sold to Customers on the Store as indicated in Application form. Wedding.com.my reserves the rights to change the rates and will notify the Seller of any changes in rates in writing.
- 4.2. **Setup and Subscription Fees:** Payment amount for Setup and Subscription Fees as indicated in Application form
- 4.3. **Shipping Fees:** in case Wedding.com.my will take care of the shipping of Products / services, Seller agrees to make payment based on the costs of shipping the goods as defined in clause Application form

5. SCOPE OF PRODUCTS / SERVICES

- 5.1. Upon agreed of this Contract, the Seller shall submit to Wedding.com.my a list of Products / services and pricing to allow Wedding.com.my to determine and recommend which Products / services is suitable to be listed on the Store. Wedding.com.my and Seller shall mutually agree to the Products / services listings and pricing before publishing the Products / services on the Store.

- 5.2. Wedding.com.my reserves the right to control the look and feel of the website and Products / services listings.
- 5.3. At any given point in time, Wedding.com.my reserves the right to delist seller's Products / services that may not contribute to the assortment or when the seller is deemed operationally incapable.

6. INVENTORY AND PRICING OF GOODS

- 6.1. The Seller shall be obliged to maintain an inventory of all Products / services sold on the Store and maintain the Merchant Centre with an update of its inventory on a daily basis.
- 6.2. In the event that the Seller reasonably anticipates that any Products / services sold on the Store may go out of stock, the Seller shall update the Merchant Centre accordingly.

7. SALE OF THE PRODUCTS / SERVICES ON THE STORE

- 7.1. Upon receipt of an order for the purchase of Products / services, Wedding.com.my shall process such orders and furnish the Seller with details relating to the ordered Products / services via Merchant Centre. Seller is responsible to maintain and check the Merchant Centre on the status of Products / services purchased.
- 7.2. After delivery of the Products / services, Seller shall then update the status of the Merchant Centre in order for Wedding.com.my to track the status of the delivery.
- 7.3. All agreements entered into between the Seller and the Customer for the sale Products / services on the Store shall be entered into on the basis of Wedding.com.my's return policy, which are contained on the Store. In the event that this Agreement and Wedding.com.my's return policy, which are contained on the Store contradicts; the terms of these Conditions shall apply.
- 7.4. The Seller is hereby put on notice that Wedding.com.my reserves the right to change its terms and conditions of sale and its return policy at any time.
- 7.5. Wedding.com.my shall receive and process all payments for Products / services purchased on the Store. Except as to any sums that are owed to Wedding.com.my, to a Customer or to any other party, by the Seller by virtue of (i) a late dispatch cancellation, (ii) a return, (iii) the right of set-off, or (iv) for any other reason under this Agreement, Wedding.com.my will **transfer to the Seller on a bi-weekly basis all sums received from Customers** for Products / services purchased on the Store (hereafter the "net outstanding amount"), **provided the weekly net outstanding amount exceed RM50**. Where, as per the previous sentence, the weekly net outstanding amount does not exceed RM50, such net outstanding amount shall be carried over forward to the following week or subsequent weeks until such weekly cycle where the cumulated net outstanding amount exceeds the RM50 threshold. In the event that the cumulated net outstanding amount does not exceed the RM50 threshold by the end of the calendar month, then that cumulated net outstanding amount will be paid by Wedding.com.my to the Seller on the first payment cycle of the following month.

8. ORDER DISPATCHING AND CANCELLATIONS

- 8.1. Upon receipt of purchase orders on Merchant Centre, the Seller shall be obliged to process each Customer order such that all Products / services shall have a Handling Time of 2 Business Days. In case of delay, either materialized or foreseen, the Seller shall be obliged to immediately inform Wedding.com.my of the same in Writing on an immediate basis.
- 8.2. Seller is expected to maintain a service level of 90% and above for within Handling Time dispatch.
- 8.3. Wedding.com.my will cancel every order which has not been dispatched within 3Days after the Handling Time (hereafter "late dispatch cancellations"), in case the Customers who are communicated the delay of the order, decide not to proceed anymore with the purchase.
- 8.4. In case of "late dispatch cancellations" of an order, Wedding.com.my will refund the entire payment to the Customer;
- 8.5. In case of a refund due to "late dispatch cancellations", the Selling fee, and the eventual Shipping cost and Payment cost will be borne by the Seller.

9. PRODUCTS / SERVICES PACKAGING

The Seller shall be responsible for the entire packaging process and shall sustain all the costs connected with the process. The Seller commits to apply to the Products / services packaging Wedding.com.my stickers or other branding material provided by Wedding.com.my. All costs for producing the branding material and for transferring it to the Seller will be sustained by Wedding.com.my.

10. SHIPPING OF THE PRODUCTS / SERVICES

- 10.1. Seller agrees to always using Wedding.com.my's preferred local 3PL, and Wedding.com.my reserves the right to change 3PL at its own discretion.
- 10.2. Where Wedding.com.my or its 3PL is collecting from the Seller, the Seller shall:
- 10.2.1.1. Ensure the Products / services are available for Collection during normal business hours, on the date and at the address noted in the Merchant Centre and Contract respectively; and
- 10.2.1.2. Ensure the Products / services are only handed over to persons who are authorized by Wedding.com.my to collect the Products / services, as verified by identifications.
- 10.3. Delivery of the Products / services shall be completed on the receipt of the Customer's signature.
- 10.4. Seller agrees to paying Wedding.com.my shipping fees based on the rates indicated in the below table. Wedding.com.my reserves the rights to change the rates and will notify the Seller of any changes in rates in writing.

Zone	Document		Merchandise	
	1 st 500gm	Add 500gm	1 st 2.001-2.5kg	Add 0.5kg
Zone 1	4.64	1.06	12.59	0.66
Zone 2	5.96	1.33	21.20	2.65
Zone 3	8.61	1.99	34.45	4.64
Zone 4	9.28	2.65	41.08	5.30

Zone 1: Local Delivery Area

Zone 2: Within Peninsular Malaysia

Zone 3: Between Peninsular Malaysia & Sarawak

Zone 4: Between Peninsular Malaysia & Sabah

- All rates are inclusive of 10% handling surcharge, 15% fuel surcharge and 6% service tax.
- The document rate applies for item weight under 2kg
- Calculation of weight is based on actual or volumetric weight, whichever is higher
- Volumetric weight will apply when any of the dimension exceed 30cm
- Volumetric weight (kg) = length (cm) x width (cm) x height (cm) / 6000

11. CUSTOMER SERVICE

Wedding.com.my shall forward to the Seller all questions and complaints, which it may receive with regards to the Products / services. The Seller shall revert to Wedding.com.my on all such questions and complaints on or before the expiry of two days.

12. PAYMENT

- 12.1. The Seller shall make payment of all invoices issued by Wedding.com.my by means of telegraphic transfer or cheque on or before the expiry of seven (7) days from the date of the relevant invoice. All invoices issued by the Seller shall be paid for in the same currency as contained in the invoice.
- 12.2. Any sums due to the Seller hereunder may be applied by Wedding.com.my as a set off against any sums owed by the Seller to Wedding.com.my, or against any claims of third parties against Wedding.com.my arising from the Seller's performance, whether under any purchase order or other document. At its sole discretion, Wedding.com.my may withhold from payments to be made to the

Seller amounts legally required to be withheld from such payments and remitted to the taxing authority of any jurisdiction relevant to the transaction.

- 12.3. The Seller shall be responsible for payment of all sales, use, excise, value-added, business, and other taxes, any taxes, which may be imposed on the basis of any revenue, income, net income, or capital and any taxes imposed in lieu thereof, and all duties, fees, or other assessments of whatever nature imposed by governing authorities or any jurisdiction applicable in connection with performance under the Contract. The Seller shall release, defend, indemnify, and hold Wedding.com.my harmless from and against any fines, penalties, costs (including attorney's fees and court costs), losses, damages, liabilities or (whether criminal or civil) claims, arising from, alleged to arise from, or in any way associated with the Seller's failure to comply with the terms of this paragraph.

13. WARRANTIES

- 13.1. The Seller warrants to Wedding.com.my that all the Products / services sold on the Store, whether manufactured, fabricated, or otherwise produced or provided by the Seller or others, will:
- 13.1.1. Correspond with their description and any applicable Specification including without limitation any description indicated on the Products / services packaging;
 - 13.1.2. Be of brand new and excellent quality;
 - 13.1.3. Where applicable, be free from defects in design, material and workmanship;
 - 13.1.4. Where applicable, have a "use-by" date or expiry date of no less than twelve (12) months from the date of Products / services listing.
 - 13.1.5. Not infringe the rights of a third party (including but not limited to registered trademark rights) by virtue of being made available, put on the market, exposed for sale, or sold in the Territory;
 - 13.1.6. Comply with, at Seller's sole expense, all laws, regulations and regulatory regimes to the Products / services within the Territory; and
 - 13.1.7. Comply with all terms in any reasonable warranty provided by Wedding.com.my to its Customers in respect of the Products / services.
- 13.2. If applicable, wedding.com.my shall have the right to inspect and test the Products / services at any time before delivery.
- 13.3. The Seller furthermore warrants and represents to Wedding.com.my that:
- 1. The entry into the Contract and the performance thereof by the Seller have been duly authorized by all necessary corporate action and constitutes a valid and binding agreement of the Seller, enforceable against the Seller in accordance with the terms thereof.
 - 2. All information, including but not limited to all information furnished to Wedding.com.my with regards to the Products / services are accurate and up-to-date.
 - 3. All formal consents, waivers, approvals, authorisations, exemptions, registrations, licenses or declarations of or by or filing with, any authority or contracting party which are required to be made or obtained by the Seller in connection with the entry into the Contract and the performance of the same, have been duly obtained.
 - 4. The entry, delivery and performance of the Contract by the Seller will not violate or conflict in any material respect with any law, statute, rule, regulation, ordinance, code, judgment, order, writ, injunction, decree or other requirement of any court or of any governmental body or agency thereof applicable to the Borrower;
 - 5. If necessary, the Seller shall be obliged to procure all formal consents, waivers, approvals, authorisations, exemptions, registrations and/or licenses necessary for Wedding.com.my to feature the Products / services on the Store, as anticipated in the Contract, at its own cost;

14. FORCE MAJEURE

- 14.1. Wedding.com.my shall not be liable to the Seller or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of Wedding.com.my's obligations if the delay or failure was due to any cause beyond Wedding.com.my's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Wedding.com.my's reasonable control:
1. Act of God, explosion flood tempest fire or accident
 2. war or threat of war sabotage insurrection civil disturbance or requisition;
 3. acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
 4. import or export regulations or embargoes;
 5. interruption of traffic, strikes lock-outs or other industrial actions or trade disputes (whether involving employees of Wedding.com.my or of a third party);
 6. interruption of production or operation, difficulties in obtaining raw materials labour fuel parts or machinery;
 7. power failure or breakdown in machinery.
- 14.2. Upon the happening of any one of the events set out in Condition
- 14.3. Wedding.com.my may at its option:-
- a) fully or partially suspend delivery/performance while such event or circumstances continues; or
 - b) terminate any Contract so affected with immediate effect by written notice to the Seller and Wedding.com.my shall not be liable for any loss or damage suffered by the Seller as a result thereof.

15. TERMINATION

- 15.1. Either Party may terminate this Contract by means of 14 days' notice in writing.
- 15.2. On or at any time after the occurrence of any of the events in condition 15.3 Wedding.com.my shall, in addition to any rights or remedies it may have in law, in equity, or under the Contract, be entitled to terminate the Contract with the Seller with immediate effect by written notice to the Seller and the Seller shall not be entitled to any cancellation or other fee or penalty hereunder.
- 15.3. The events are:
- a) the Seller being in breach of any warranty or representation under the Contract;
 - b) the Seller being in breach of any obligation under the Contract and failing to remedy the same on or before seven (7) days from receipt of a written notice from Wedding.com.my of such breach.
 - c) the Seller passing a resolution for its winding up or a court of competent jurisdiction making an order for the Seller's winding up or dissolution;
 - d) the making of an administration order in relation to the Seller or the appointment of a receiver over or an encumbrance taking possession of or selling any of the Seller's assets;
 - e) the Seller making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors;
 - f) the Seller ceasing or threatening to cease to carry on business; or
 - g) Wedding.com.my reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- 15.4. Upon termination of a Contract, the Seller shall immediately inform Wedding.com.my of all concluded agreements entered into with Customers, which have yet to be fully performed and shall be obliged to perform these agreements to its full extent.

16. INDEMNIFICATION

- 16.1. The Seller agrees to release, defend, indemnify and hold harmless Wedding.com.my, including its affiliates, and any director, officer, employee, contractor, or agent, against any costs (including attorney fees and court costs on an indemnity basis), fines, penalties, damages, and liabilities, arising from, alleged to arise from, or in any way associated with:
- (a) any defect in the Products / services sold to any Customer;
 - (b) any claim made by any Customer on the basis of any agreement entered into with the Seller;
 - (c) any negligence or fault of whatever nature of the Seller or its affiliates, and any director, officer, employee, contractor, or agent; and/or .
 - (d) Any breach in any warranty or representation made herein.

17. INTELLECTUAL PROPERTY

- 17.1. The Seller warrants, represents and covenants that its manufacture, sale distribution and use of the Products / services do not infringe directly or indirectly any Intellectual Property. The Seller warrants, represents and covenants that Wedding.com.my's feature of the Products / services on the Store does not infringe any Intellectual Property, whether directly or indirectly.
- 17.2. The Seller shall not be entitled to use any Intellectual Property belonging to Wedding.com.my without Wedding.com.my's prior approval in Writing.

18. RETURNS OF PRODUCTS / SERVICES

- 18.1. Seller should accept returns or refunds of Products / services on the following cases:
- a. Faulty Products / services
 - b. Damaged Products / services
 - c. Incorrect Products / services
- 18.2. There are three types of Products / services return
- a. For delivery failures
 - b. Opened returns -for manufacturing defects, damages and for categories where Wedding.com.my offers an opened returns policy
- 18.3. Shipping costs must be borne by the Seller should return reason be in the case of faulty, damaged, or incorrect goods.
- 18.4. Shipping costs must be borne by the customer should return reason be in the case of customer's convenience (as long as it is within Wedding.com.my's return policy), the return shipping costs will be borne by the customer.
- 18.5. Seller agrees to release, defend, protect, indemnify and hold Wedding.com.my harmless from and against any costs, expenses, fines, penalties, losses, damages, and liabilities arising from any above mentioned situations.

19. CONFIDENTIALITY

- 19.1. All customer information and data, designs, drawings, specifications, communications, whether written, oral, electronic, visual, graphic, photographic, observational, or otherwise, and documents supplied, revealed or disclosed in any form or manner to the Seller by Wedding.com.my, or produced or created by the Seller for Wedding.com.my hereunder ("Information") are proprietary and confidential to Wedding.com.my and shall be used solely by the Seller for purposes of the Contract. All such Information shall be treated and protected by the Seller as strictly confidential, and shall not be disclosed to any third party without the prior written consent of Wedding.com.my, and shall be disclosed within the Seller's organization only on a need-to-know basis.
- 19.2. The Seller shall not publicize, disclose, or discuss the existence, content, or scope, whether generalities or details, of the Contract or make any reference to Wedding.com.my, the business of either, or the project for which the Contract is made, to any third party by any means, and through any medium (including but not limited to advertising, web site references, photographs, articles,



press releases or interviews, speeches or programs) without obtaining the prior written consent of Wedding.com.my.

20. EXCLUSIVITY

20.1. The Seller will not enter into any agreement, understanding or arrangement to supply its Products / services (including but not limited to the Products / services list) to any other similar industry online site in the Territory for a period of six (6) months following the date of this Agreement.

21. NOTICES

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed, to the relevant party's registered office or principal place of business.

22. GENERAL

22.1. The Contract shall be governed by the laws of Malaysia and the Seller agrees to submit to the non-exclusive jurisdiction of the Courts in Malaysia.

22.2. Except as provided for in Clause 20.2, any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration (KLRCA). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the KLRCA. The place of arbitration shall be Kuala Lumpur. Any award by the arbitration tribunal shall be final and binding upon the parties.

22.3. Wedding.com.my reserves their right to this Agreement at any time.