

JAM Mall Terms of Service

Welcome to JAM Mall, a platform that is set up by Junior Achievement Malaysia (“JAM”, or “JA Malaysia”) as part of the JAM’s Young Enterprise (YE) Programme and/or any other JAM entrepreneurship programme. At this JAM Mall, Mall Buyers (as defined below) will be able to access JAM Mall and purchase the Mall Items (defined below) on JAM Mall from any of our participating Mall Sellers (as defined below) that have been carefully selected by JAM Mall, with the rights, use, disclaimers and limitation of liability described in these JAM Mall terms of services (“**JAM Mall Terms of Service**”) governing the use and access of JAM Mall.

Users who are accessing to and/or use (in any manner whatsoever) JAM Mall website (<https://jamalaysia.org.my/>) will be deemed to have consented to and bound by the terms and conditions described in these JAM Mall Terms of Services whenever he/she is accessing and/or using the JAM Mall website.

Particularly, if you are a Mall Buyer, you will be deemed to have consented to the terms and conditions described in these JAM Mall Terms of Service each time when you make purchases on JAM Mall. Similarly, if you are a Mall Seller, you will be deemed to have consented to the terms and conditions described in these JAM Mall Terms of Service with your participation in JAM Mall. These JAM Mall Terms of Service, together with JAM Mall Privacy Policy available on JAM Mall website, constitute the complete terms and conditions governing the use and access of JAM Mall site, the platform and services thereto, as well as Users’ rights and obligations. All terms and conditions described in these JAM Mall Terms of Service are subject to change at JAM’s sole discretion without notice required to the affected parties. Users are therefore required to read and understand these JAM Mall Terms of Service from time to time, in respect of any Mall Seller, whenever such Mall Seller is accessing and participating in JAM Mall, and in respect of any Mall Buyer, whenever such Mall Buyer is accessing and making purchase on JAM Mall.

1. Interpretation

1.1 In these JAM Mall Terms of Service:

“Mall Buyer” means any person who purchases Mall Items on the JAM Mall website (<https://jamalaysia.org.my/>), and collectively shall be referred to as “Mall Buyers”;

“Mall Sellers” means the participating schools who participating in JAM Mall and agreed to be bound by and strictly adhered to the YE Student Guidebook and/or any other guidelines given by JAM, by accessing the JAM Mall website (<https://jamalaysia.org.my/>) and/or Services to sell Mall Items to Mall Buyers, and “Mall Seller” shall mean any of them;

“JAM” means Junior Achievement (JA) Malaysia (Company No.: 1184976-A), a Non-Profit Organisation incorporated in Malaysia and having its registered address at Level 10, Bangunan Faber Imperial Court, Jalan Sultan Ismail, 50250 Kuala Lumpur;

“Mall Items” means any goods and/or services made available by Mall Sellers for sale on the JAM Mall website (<https://jamalaysia.org.my/>), as strictly allowed under the list of approved goods and/or services in the YE Student Guidebook and/or any other guidelines given by JAM;

“Services” means the use of any services, information and functions made available by JAM at the JAM Mall website (<https://jamalaysia.org.my/>);

“Users” means any person and public at large, including without limitation any Mall Buyer or Mall Seller, who has access to and/or use (in any manner whatsoever) JAM Mall website (<https://jamalaysia.org.my/>).

JUNIOR ACHIEVEMENT MALAYSIA BERHAD (Company No.: 1184976 A)

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2. JAM Mall Refunds Service and Returns Policy

- 2.1 This JAM Mall Refunds Service and Returns Policy is a service provided by JAM Mall, to assist the Mall Buyers in applying for refund or return of any Mall Items purchased on JAM Mall, subject to the terms and conditions stated in this Section 2.
- 2.2 Mall Buyers may apply for refund or return of any of the purchased Mall Items, within 3 days calculating from and including the day such Mall Buyer receiving the purchased Mall Item, by completing the online refund form (the “Customer Refund Request Form”). Any request for refund that falls outside the above stated timeline shall be subjected to JAM’s sole discretion to determine whether to allow and process such refund application.

In facilitating JAM to assess and process the refund application, each Mall Buyer, when completing and submitting the Customer Refund Request Form, shall ensure that the purchased Mall Item (which is the subject matter of refund), and any complimentary items such as accessories that come with the purchased Mall Item for refund, shall be returned to JAM in the condition received by the Mall Buyer on delivery. In so doing, the Mall Buyer shall submit the following when completing and submitting the Customer Refund Request Form:

- (i) a photo of the purchased Mall Item upon receipt by Mall Buyer (in order to satisfy the conditions stipulated under Section 2.4),
 - (ii) a copy of acknowledgement of delivery/ receipt indicating the date of receiving the purchased Mall Item for refund, and
 - (iii) date of delivery the purchased Mall Item requesting for refund by the Mall Buyer for returning to JAM, at the cost of the Mall Buyer.
- 2.3 Upon receiving the Customer Refund Request Form and the requisite documents as stipulated in Section 2.2 above, JAM will review each Mall Buyer’s refund application and inspecting the condition of the purchased Mall Item on a case-by-case basis, and in its sole discretion, determine whether Mall Buyer’s refund application should be approved and proceed for refund.
- 2.4 Mall Buyer may only apply for refund in respect of any of the purchased Mall Items that falls under any one or more of the following circumstances:
- (i) The purchased Mall Item delivered to Mall Buyer is defective and/or damaged on delivery;
 - (ii) The purchased Mall Item, in particular a fashion item, does not fit;
 - (iii) The purchased Mall Item delivered to Mall Buyer is materially different from the description provided by Mall Seller in the listing of the Mall Item for sale;
 - (iv) The purchased Mall Item delivered to Mall Buyer does not match the agreed specification (e.g. wrong size, colour, etc.) stipulated in the order; and
 - (v) such other circumstances which may be prescribed by JAM.
- 2.5 Notwithstanding anything stated in this Section 2, return or refund of any purchased Mall Items that are considered as perishable goods are not allowed. To ensure that Mall Buyer is satisfied with the purchased Mall Item that the Mall Buyer received, Mall Buyer should inspect the contents as soon as the order arrives.
- 2.6 The application for refund of Purchased Mall Items may also be subject to additional terms and conditions prescribed by JAM from time to time. Please contact JAM for further details.
- 2.7 Any refund application that does not comply with or adhere to the conditions stated in this Section 2, including without limitation the refund timeline stated in Section 2.2 and the required information and conditions of refund stated in Sections 2.2 and 2.4, may not be allowed and entertained by JAM, and JAM may in its sole discretion not process such refund application.

- 2.8 All shipping fees, including the return of purchased Mall Item by the Mall Buyer as stated in Section 2.2, shall be borne by the Mall Buyer and/or the Mall Seller as agreed between themselves. JAM shall not be liable and responsible for any of the shipping fee.
- 2.9 Mall Buyer will only be refunded after JAM has received the purchased Mall Item that is returned from the Mall Buyer. The refund will be made to the Mall Buyer's credit/debit card or designated bank account, whichever is applicable and as stipulated in the Customer Refund Request Form.

3. Mall Seller Terms and Conditions

- 3.1 Each Mall Seller warrants and represents that any and each of the Mall Items that Mall Seller offers on JAM Mall and actually delivered to Mall Buyer (a) complies with (i) applicable law and (ii) all applicable quality, safety and hygiene requirements, and (b) will be free from defects. Each Mall Seller understands and agrees that it will be responsible for any non-conformity or defect in, or any public or private recall of, any of the Mall Items, and will hold JAM Mall and/or JAM harmless from any losses relating to or arising from the foregoing.
- 3.2 If a Mall Seller is found to have offered or sold any Mall Item on JAM Mall that is restricted or prohibited under JAM's **Non-approved Products or Services**, JAM reserves the right to, at its sole discretion without notice to the Mall Seller, remove the offending Mall Items from JAM Mall.
- 3.3 JAM's determination and decision to approve a Mall Buyer's refund application of a purchased Mall Item pursuant to Section 2 above shall be final and binding on the relevant Mall Seller. Mall Sellers agree to comply with and do all such things as necessary to give effect to a Mall Buyer's request for a refund approved by JAM. In this regard, each Mall Seller represents and warrants to JAM that it shall respond to JAM in relation to any Mall Buyer's refund application in a timely manner and provide all cooperation and action as required by JAM, within the stipulated time frame by JAM, and in the event of the JAM's determination and decision to approve a Mall Buyer's refund application, shall be bound by such decision and settlement as decided by JAM.
- 3.4 Each Mall Seller agrees and warrants to JAM and JAM Mall that the Mall Seller's right for use of JAM Mall and the Services is effective until terminated by JAM, which is on 31 August 2021 or such other date as may be extended by JAM at its sole discretion. In this regard, your accessing to and use of JAM Mall through JAM Mall website (<https://jamalaysia.org.my/>) and/or the Services to sell Mall Items to Mall Buyers shall be conditional upon your continuous adherence and compliance with these JAM Mall Terms of Service for so long until it is terminated by JAM i.e. on 31 August 2021 or such other date as may be extended by JAM at its sole discretion. In the event any Mall Seller fails to comply with any term or condition of these JAM Mall Terms of Service, JAM Mall and/or JAM shall have the sole discretion to (i) suspend, or restrict or deny your access to JAM Mall through JAM Mall website (<https://jamalaysia.org.my/>) and/or the Services, and/or (ii) refuse to provide Services to you, and/or (iii) take any other appropriate measures or actions in the given circumstances, without further or advance notice to you.

In this regard, each Mall Seller shall, in addition to anything stated, agree not to:

- (i) Breach these JAM Mall Terms of Service, any in-house rules and regulations, any handbook or guidebook as issued by JAM to the Mall Sellers from time to time,
- (ii) Breach or violate any applicable laws and regulations,
- (iii) Act in a manner that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, obscene, libelous, invasive of other's privacy, hateful, or racially, or otherwise objectionable to other users,
- (iv) Provide false, inaccurate or misleading information,
- (v) Use the JAM Mall and/or Services for any illegal activities, including online gambling,

- (vi) Use the JAM Mall and/or Services or your account in a manner that may result in disputes, claims or other liabilities to JAM Mall / JAM, other users or third parties, or may be regarded as an abuse of our system,
 - (vii) Use the JAM Mall and/or Services or your account for fraudulent purposes,
 - (viii) Attempt to decompile, reverse engineer, disassemble or hack the system, or to defeat or overcome any encryption technology or security measures implemented by JAM Mall/ JAM with respect to the system and/or data transmitted, processed or stored by us JAM Mall/ JAM,
 - (ix) Upload, post, email, transmit or otherwise make available any information (including, without limitation, domain names, product lists, descriptions, information, prices and payment systems as well as the websites that we link to, together with our icons, graphics, logos, layout and multimedia information), linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, or other materials made available through JAM Mall website (<https://jamalaysia.org.my/>) (collectively, “**Content**”) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party,
 - (x) Offer or sell or list for sale of any counterfeit products or any products that does not deemed to be authentic (See Section 6 below). Original equipment manufacturer (OEM) products are permitted as long as no official brand logo is displayed on any OEM product image and no official brand name is stated in any part of the product information,
 - (xi) Upload, post, email, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programmes designed to directly or indirectly, knowingly or otherwise, interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any system, computer software or hardware or data or telecommunications equipment,
 - (xii) Take any action or engage in any conduct that could directly or indirectly damage, disable, overburden or impair the system or the servers or networks connected to the system, JAM Mall or the Services.
- 3.5 Each Mall Seller agrees and warrants to JAM and JAM Mall that the Mall Seller understands that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content is originated. As such, the Mall Sellers, and not JAM Mall / JAM, are entirely responsible for all Content that the Mall Sellers upload, post, email, transmit or otherwise make available through the JAM Mall website (<https://jamalaysia.org.my/>). To the maximum extent permitted by applicable law, under no circumstances JAM Mall/ JAM will be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the JAM Mall website (<https://jamalaysia.org.my/>).
- 3.6 Each Mall Seller agrees and understands that JAM Mall/ JAM and its website designers shall have the right (but not obligation) in its sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Content posted by you that is available on the JAM Mall website (<https://jamalaysia.org.my/>), in such circumstances and conditions as JAM Mall/ JAM may deem fit and appropriate to do so. JAM Mall/ JAM may also block delivery of a communication (including, without limitation, status updates, postings, messages, emails and/or chats) to or from the JAM Mall website (<https://jamalaysia.org.my/>) as part of our effort to protect the JAM Mall website (<https://jamalaysia.org.my/>) and our Services or Users, or otherwise enforce the provisions of these JAM Mall Terms of Service. Each Mall Seller agrees and warrants that Mall Seller shall evaluate, and bear all risks associated with, the use of any Content, including without limitation any reliance on the accuracy, completeness, or usefulness of such Content.
- 3.7 Each Mall Seller agrees, acknowledges and consents to JAM Mall/ JAM that JAM Mall/ JAM may access, preserve, and disclose your account information and Content to any legal, regulatory or governmental authority, the relevant rights owner, or other third parties if required to do so by

law pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over JAM Mall/ JAM, or in good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or the applicable laws or to enforce these JAM Mall Terms of Service or to respond to claims that any Content violates the rights of any third parties or to protect the rights, property or personal safety of any users and/or the public.

- 3.8 Each Mall Seller agrees, warrants and undertakes that each and any of the Mall Sellers shall make the necessary arrangements to ensure the purchased Mall Items delivered to the Mall Buyers within such time period as may be specified by each Mall Seller on its listing, and provide details such as the name of the delivery company, the tracking number etc to the Mall Buyers through the JAM Mall website (<https://jamalaysia.org.my/>).
- 3.9 Each Mall Seller agrees, warrants and undertakes that each and any of the Mall Sellers shall bear all risks attached to the delivery of each and any of the purchased Mall Items.
- 3.10 All shipping fee for delivery of a purchased Mall Item by a Mall Seller to the Mall Buyer shall be borne by the Mall Buyer or subject to agreement between the Mall Seller and the Mall Buyer, and JAM Mall/ JAM shall not be liable or responsible for any of such shipping fee.
- 3.11 The price of each Mall Item will be determined by the Mall Seller at his/her own discretion, and such price shall include the entire amount to be charged to each Mall Buyer such as sales tax, services tax, and if applicable, value-added tax, tariffs etc. Each Mall Seller agrees, warrants and undertakes that each and any of the Mall Sellers shall properly manage and ensure that relevant information such as the price and details of each Mall Item, terms and conditions for sales etc are uploaded on each Mall Seller's listing and shall not post inaccurate or misleading information.
- 3.12 Each Mall Seller agrees, warrants and undertakes that each and any of the Mall Sellers will be responsible for paying all applicable taxes, customs, and duties for each of the Mall Items sold and JAM Mall/ JAM shall not be liable or responsible for any such taxes in this regard.
- 3.13 For purposes of promoting and facilitating the sale of Mall Items on JAM Mall and/or the Services, JAM Mall/ JAM may engage third parties (such as payment gateway service provider) to provide services on JAM Mall website (<https://jamalaysia.org.my/>). In this regard, JAM Mall/ JAM shall not be bound by any damages or liabilities that caused by or resulting from failure, negligence or omission of such third party service providers for any reason beyond our control including but not limited to the following: (i) if, through no fault of ours, the payment processing or transaction cannot be processed due to payment system failure of such third party service providers, that prevents the proper execution of the payment instructions and we have taken reasonable precautions to avoid those circumstances.
- 3.14 Each Mall Seller agrees, warrants and undertakes that each and any of the Mall Sellers shall issue receipts or tax invoices to the Mall Buyers on request.
- 3.15 Each Mall Seller agrees and acknowledges that any violation of any of these JAM Mall Terms of Service or any terms and conditions as may be stipulated by JAM Mall/ JAM will result in range of actions as stated in Section 3.4. In addition, each Mall Seller agrees and acknowledges that each Mall Seller shall not use or access or attempt to use or access or in any way attempt to perform or complete any transaction via the JAM Mall through the JAM Mall website (<https://jamalaysia.org.my/>) and/or the Services once it is terminated by JAM i.e. on 31 August 2021 or such other date as may be extended by JAM at its sole discretion.

4. Mall Buyer Terms and Conditions

- 4.1 Each Mall Buyer agrees and acknowledges that each and any refund applications shall subject to the terms and conditions stated in Section 2 above.
- 4.2 Each Mall Buyer agrees and acknowledges that no liability shall be incurred by JAM Mall/ JAM if any payment instructions initiated by each Mall Buyer is not able to be completed for any reason beyond JAM Mall's/ JAM's control including but not limited to the following, if: (i) through no fault of ours, the payment or purchase would exceed the transactional limit set by you/ your bank, (ii) you have not provided the correct or sufficient information, and/or (iii) circumstances beyond our control, even if foreseeable or foreseen, that prevents the proper execution of the payment instructions and JAM Mall/ JAM has taken reasonable precautions to avoid those circumstances.
- 4.3 JAM Mall/ JAM reserves the right to refuse or cancel any transaction for any reason at our sole discretion, and in such situation, we will use our best endeavours to refund the funds to the Mall Buyers.
- 4.4 JAM Mall/ JAM reserves the right to impose additional restrictions, limitations, prohibitions or any other measures that we, in our sole discretion, deem necessary or reasonable in each transaction.
- 4.5 Each Mall Buyer agrees and acknowledges that each Mall Buyer will be responsible for all transactions made through the JAM Mall on JAM Mall website (<https://jamalaysia.org.my/>) via designated bank account or credit/debit cards or such other payment instructions of each Mall Buyer, with or without such Mall Buyer's authority, knowledge or consent, and each Mall Buyer agrees and acknowledges that each Mall Buyer shall not claim against JAM Mall/ JAM or such third party service providers engaged by JAM Mall / JAM (such as payment gateway service provider) in connection with any such use or purported use.
- 4.6 Each Mall Buyer agrees and acknowledges that the Mall Sellers shall bear all risks attached to the delivery of each and any of the purchased Mall Items. In the event where any of the purchased Mall Item(s) is damaged, lost or failure of delivery during the course of delivery, Mall Buyers acknowledge and agree that JAM Mall/ JAM shall not be liable for any damage, expense, cost or fees resulted therefrom.
- 4.7 We encourage effective and smooth communication between Mall Sellers and Mall Buyers. In so doing, all users including Mall Buyers shall be cautioned not to act in a manner that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, obscene, libelous, invasive of other's privacy, hateful, or racially, or otherwise objectionable to other users.
- 4.8 JAM Mall/ JAM may provide links to third party sites that will let Mall Buyers leave the JAM Mall platform or JAM Mall website (<https://jamalaysia.org.my/>). These links are provided as courtesy only, and the sites they link to are not under our control in any manner whatsoever and Mall Buyers therefore access them at your own risk, and JAM Mall/ JAM shall not be responsible in any manner whatsoever for the contents of such third party linked sites or any link contained within such third parti linked sites. The provision of these links are merely a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship (save as expressly stated otherwise) by us of any such third party linked sites and/or any of our content therein.

5. Commission Fees

- 5.1 Mall Sellers acknowledge and agree that all payment made by Mall Buyers will be paid or directed to a designated JAM's account, and Mall Sellers will directly deal with JAM for settlement.

6. JAM Mall 100% Authentic Product Policy

- 6.1 All Mall Items listed by Mall Sellers must be 100% authentic.
- 6.2 Counterfeit products are prohibited from being listed in JAM Mall. The term "counterfeit" encompasses a product that was made in exact imitation of an existing brand with the intention to deceive or defraud and may include, but is not limited to:
- (i) A product that violates any local country laws in which they are sold;
 - (ii) A product that is a fake or a replica of an existing official product;
 - (iii) A product that has never been produced by a specific brand;
 - (iv) A product that is significantly under-priced;
 - (v) A product containing a registered trademark on the product, the packaging or anywhere related to the product without the authorization of the trademark owner;
 - (vi) A product that contains specific design elements (e.g. cartoon characters or colourways) protected by a trademark; without the authorization of the trademark owner;
 - (vii) A product that bears such similarities with other products (e.g. a replica of a branded item with or without altered logos) without the authorization of the trademark owner;
 - (viii) A product that has no visible trademark on the product image on the listing, but the delivered product includes a trademark; and
 - (ix) Usage of a photo on the listing that contains the trademark of a brand.

7. Disclaimers

- 7.1 All Mall Items and the JAM Mall platform and services thereto are provided "as is" and without any warranties or representations made by JAM Mall/ JAM of any kind either expressed, implied or statutory, including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage.
- 7.2 Without limiting to the foregoing and to the maximum extent permitted by applicable law, JAM Mall / JAM does not warrant that the Mall Items and/or the JAM Mall platform and services thereto, its website or the functions contained therein will be available and accessible uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that its website and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, Trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.
- 7.3 Users acknowledge that the entire risk arising out of the use or performance of the JAM Mall website (<https://jamalaysia.org.my/>) and/or platform and services thereto remains with each user individually to the maximum extent permitted by applicable law.
- 7.4 JAM Mall/ JAM has no control over and, to the maximum extent permitted by applicable law, does not guarantee or accept any responsibility for:
- (i) The fitness for purpose, existence, quality, safety or legality of Mall Items available in JAM Mall website (<https://jamalaysia.org.my/>) and/or platform and services thereto, or

any of the foregoing in respect of any Mall Items that is repackaged or repurposed by any Mall Sellers pursuant to any OEM products, or

- (ii) The ability of Mall Sellers to sell Mall Items or of Mall Buyers to pay for Mall Items.

In the event of any disputes arising out of or in connection with any matters above involving one or more users, such users agree to resolve such dispute between themselves directly and, to the maximum extent permitted by applicable law, release JAM Mall/ JAM and its affiliates from any and all claims, demands and damages arising out of or in connection with any such dispute.

8. Exclusions, limitations of liability and indemnity

8.1 To the maximum extent permitted by applicable law, in no event shall JAM Mall/ JAM be liable whether in contract, warranty, tort (including without limitation, negligence (whether active, passive or imputed), product liability, strict liability or other theory), or other cause of action at law, in equity, by statute or otherwise, for:

- (i) Loss of use;
- (ii) Loss of profits;
- (iii) Loss of revenues;
- (iv) Loss of data; or
- (v) Loss of goodwill;

or any indirect, incidental, special or consequential damages, arising out of or in connection with the use or inability to use the JAM Mall platform through JAM Mall website (<https://jamalaysia.org.my/>) or the services thereto, including, without limitation, any damages resulting therefrom, even if JAM Mall/ JAM has been advised of the possibility of such damages.

8.2 Users acknowledge and agree that the only right with respect to any matters or dissatisfaction with the JAM Mall platform through JAM Mall website (<https://jamalaysia.org.my/>) or the services is to request for termination of account and/or discontinue any access to or use of the JAM Mall website (<https://jamalaysia.org.my/>) or the services.

8.3 In any event, notwithstanding anything stated in this Section 8, if JAM Mall/ JAM is found by a court of competent jurisdiction to be liable (including for gross negligence), then, to the maximum extent permitted by applicable law, JAM Mall's/ JAM's liability to such party is limited to RM300 or total amount of the Mall Item(s), whichever is the lesser.

8.4 Nothing in these JAM Terms of Service shall limit or exclude any liability for death or personal injury caused by JAM Mall's / JAM's negligence, for fraud or for any other liability on the part of JAM Mall/ JAM that cannot be lawfully limited and/or excluded.

8.5 Users agree to indemnify, defend and hold harmless JAM Mall/ JAM, its shareholders, affiliates, directors, officers, agents or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines costs and expenses (including, without limitation, any other dispute resolution expenses), incurred by any Indemnified Party arising out of or relating to (a) any transaction made on the JAM Mall website (<https://jamalaysia.org.my/>), or any dispute in relation to such transaction, (b) the hosting, operating, management and/or administration of the services and/or the JAM Mall platform by or on behalf of JAM Mall/ JAM, (c) any guarantee made by any Mall Sellers, (d) violation or breach by such User(s) of any terms/ conditions of these JAM Terms of Service and/or any policy or guidelines issued by JAM Mall/ JAM from time to time, (e) such User(s) use or misuse of the JAM Mall platform and/or services, (f) breach of any law or any rights of a third party, (g) any Content uploaded by any such User(s).

9. Force Majeure

- 9.1 Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of these terms and conditions arising by reason of force majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited to) transmission or other system problems, acts of God, pandemic, fire, flood, drought, explosion, sabotage, embargo, riot, civil or civil authority, including acts of any governmental authority.

10. Headings, Severability and Amendment

- 10.1 The headings of these terms and conditions are inserted for convenience of reference only and are not intended to be part of or to affect their meaning or interpretation.
- 10.2 If any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law
- 10.3 We reserve the right to amend any of these terms and conditions at any time and post the same on our website. Each time you use the website, you accept the current version of the terms and conditions.

11. Copyright, Trade Mark, Database and other Intellectual Property Rights

- 11.1 The Content of JAM Mall website, including our domain names, product lists, descriptions, information, prices and payment systems as well as the websites that we link to, together with our icons, graphics, logos, layout and multimedia information, is the copyright material/intellectual property of JAM unless we state that certain information is the copyright of a third party which will be named on the specific information, whether their material appears on our website or via a link to/from it (“**Provider**”).
- 11.2 You may NOT use any automated systems or software to extract any Content including but not limited to product lists, prices, discounts, descriptions or other information from JAM Mall website or use, republish, retransmit, redistribute or otherwise use or make our Content available (in whole or in part, whether combined with any other material or service or not) in hard copy, electronically or any other media (directly or indirectly): (i) to any other party other than as specified herein or (ii) in any newsletter, website, online service or bulletin board of your own or any other party without JAM Mall / JAM's express prior written consent. You undertake to indemnify us and our Providers (for their part, if any, of the Mall Items and/or products or services) fully in the event of your contravention of this condition and these JAM Mall Terms of Service.

12. Applicable Law

- 12.1 The parties hereby agree that these terms and conditions shall be construed in accordance with laws of Malaysia.