



## TERMS AND CONDITIONS FOR CARICARI LISTINGS

This CariCari Listings is a platform (“Platform”) brought to you by TM Technologies & Services Sdn Bhd (TM) which function as an online listing platform in order to connect the consumers with Vendors. This terms and conditions govern the access and use of the and the utilization of any services, information and functions made available in the Platform. Before accessing or using this Platform, you must read carefully and accept this terms and conditions and all other terms and conditions pertaining to the use of the Platform (collectively referred to as “CariCari Listings Terms and Conditions”) and you must consent to the processing of your personal data as described in [TM Privacy Policy](#). By using the Platform, you are deemed to have read, understood and agree to be bound by the terms and conditions herein and further agree that any decision by TM in relation to every aspect of the Platform, shall be final, binding and conclusive. TM reserves the right to vary, supplement, delete, amend or modify this Campaign terms and conditions, from time to time without prior notice to the customer.

### 1. GENERAL

- 1.1 CariCari Listings is a platform to enable You to advertise your businesses to the public and communicate via your private communication tools which shall not be associated with TM. TM shall not have any relation to the purchase and delivery services perform outside this Platform.
- 1.2 You shall be fully responsible for any losses and consequences arising outside of this Platform. TM is not liable for any losses and/or damages that You may suffer from your lack of precaution in using this Platform.
- 1.3 You agree that TM may amend and modify this terms and conditions at any time without notice. Unless explicitly stated otherwise, any new service introduced by TM shall be subject to this terms and conditions. All such notices are hereby incorporated by referring to the terms and conditions. You are responsible to check on the terms and conditions regularly. By continuous use of this Platform, you are agreeing to be bound by any modifications and amendments imposed on this terms and conditions.
- 1.4 You must read, understand, agree and accept this terms and conditions to participate in this CariCari Listings platform. By accessing and participating in this Platform, You agree to be bound by this terms and conditions and any modifications and amendments.
- 1.5 “You” or “Merchant” shall mean the individuals who are eligible to advertise their businesses on this online marketplace platform;  
  
“Buyer” shall mean the party who purchase goods/services and entered into a business transaction with the Seller;  
  
“Communication Tools” shall mean the private communication medium decided by you or as advised by TM from time to time.;



“Confidential Information” shall mean all information that a party discloses (Disclosing Party) to the other party (Receiving Party) whether in writing or verbally that is confidential but not limited to name, address, contact number and other personal data; and

“Counterfeit” shall mean any goods, services or businesses which bears any identical signs, symbol, pattern, packaging and/or logo with any brands with a valid registered trademark in Malaysia and the world.

## 2. The Platform

- 2.1 This Platform is a **paid online listing service** which function as an online one-stop centre for business owners (include home businesses) to advertise their businesses to the public.
- 2.2 This Platform commenced on August 2020 and will continue until further notice by TM.
- 2.3 By subscribing to the Platform, You are subjected to twelve (12) months contract for the service.
- 2.4 All business transactions are solely between You and the Buyer and TM shall not be associated nor become a party to that or any other transaction between You and the Buyer.
- 2.5 The parties to such transaction will be entirely responsible for the business transaction between them, not limited to the advertising of goods, product quality, warranty of products and any other matters relating to the purchase.
- 2.6 As part of the service, TM, from time to time may perform any promotional or marketing activities of the Platform by featuring the content and/or information provided by the Merchant.
- 2.7 TM shall have the absolute right to perform prior screening and/or approval to the prospective Merchant or the content and/or information provided by the Merchant before listing the business in this Platform.
- 2.8 TM reserves the right to remove any content and/or information posted by You in this Platform if You violates any of the terms and conditions in this terms and conditions or upon receiving any complaints directed to TM from third party on the use of content and/or information listed by You.
- 2.9 Where necessary, TM reserves the right to maintain Merchant’s listing in the Platform upon the expiry or termination of the service. In the event Merchant disagree for TM to continue publishing Merchant’s listing in the Platform, Customer may submit a written request for removal of the listing to TM via [listings.cari@tm.com.my](mailto:listings.cari@tm.com.my)



### 3. SELLER ELIGIBILITY & RESPONSIBILITY

- 3.1 This Platform is open to any Malaysian citizen of 18 years of age who wish to advertise their businesses in This Platform. This Platform is not open to those who is below the age of majority in Malaysia.
- 3.2 In order to use This Platform, You must first register an account under the Platform. You must at all material time only submit to us information which is accurate and true. You must also keep your information up to date by informing us of any changes on your business listing or information or upon any request by TM, by using the relevant sections in the Platform.
- 3.3 By featuring your business in This Platform, you are deemed to give your full consent to TM to market your business in This Platform.
- 3.4 You are hereby consented to receive promotional and marketing material on TM products and services.
- 3.6 You shall comply with all applicable laws, regulations and our policies. In situation where the buyer or the situation require issuance of invoices for warranty/tax purposes, you shall issue a valid invoice to the buyer.
- 3.7 You shall hereby undertake to take all reasonable precautions that are deemed necessary in order to carry out ethical business activities and adhere to the terms herein and TM's business policy.
- 3.8 You shall not misuse this Platform to execute any illegal and fraudulent dealings. You shall not commit or encourage criminal offence and commit any infringement upon intellectual property rights of others. In the event where such breach of this provision occurs, TM have the rights to report such actions to the relevant authorities and/or take appropriate legal action to rectify such matters.
- 3.9 This Platform will only serve as a listing service site to advertise your businesses to the public. You shall be responsible for all matters relating but not limited to warranties, packaging, defects, miscommunication, and any other issues arising from your business.
- 3.10 You shall ensure that any information and content materials provided by you in this platform, is accurate, original, complete and are not misleading. If there is any inaccuracy in the Merchant's listing, Merchant shall notify TM as soon as possible to replace or delete such listing.
- 3.11 Merchant without a valid business registration number may register using Identity Card number in order to participate in This Platform. Notwithstanding, TM has the right to conduct a continuous review from time to time on the listings and may terminate the Merchant from this Platform if the Merchant is found to be not in compliance with this



terms and conditions and does not update their profile with a valid business registration number as per Clause 8 herein.

#### **4. BUSINESS RULES**

- 4.1 The advertising and listing activities shall be in accordance with Malaysia laws and regulations.
- 4.2 TM has the absolute right to terminate You from continuing listing your businesses in this Platform in the event You breach the terms and conditions herein. If You are found to be in breach of any of the terms and conditions, TM shall have the rights to terminate your subscription and remove your listing from This Platform.
- 4.3 Nothing in this terms and conditions and the participation in this platform shall create or be deemed to create a partnership or an agency employee between You and TM.
- 4.4 This Platform does not promote, endorse or authorize any selling of counterfeit and/or fake items. By participating in This Platform, You undertake that your business do not have any connection in promoting and selling any counterfeit items. If You are found to breach this Clause 4.4, or upon receiving any complaints from third parties regards to the above, TM shall have the absolute right to take down your listing from this Platform.

#### **5. PROHIBITION**

- 5.1 You shall not advertise and/or sell any item that is restricted or prohibited by the local laws. Kindly note that This Platform function as an online marketplace that provides listing service to SMEs and independent online sellers hence selling of illegal goods and/or services shall be prohibited at all times. Below, we have listed a non-exhaustive list of some categories of prohibited items: -
  - a. Animals and wildlife creatures
  - b. Antiques and Artifacts;
  - c. Controlled medicine and prescription only;
  - d. Drugs;
  - e. Unauthorized medical devices;
  - f. Hazardous chemical substances;
  - g. Counterfeit items;
  - h. Firearms and weapons;
  - i. Stolen goods;
  - j. Controversial publications which unauthorized to be sold in Malaysia including books, films, journals, and etc;
  - k. Alcoholic drinks;
  - l. Pornographic materials;
  - m. Illegal services; and
  - n. Any other items or services that are illegal and/or prohibited by laws.



## 6. TERMINATION

- 6.1 Any early termination request during the contract period of twelve (12) months will be chargeable with early termination penalty of remaining months of the contract, only if the subscription of CariCari Listings is on standalone basis. If the subscription of CariCari Listings is bundled with other unifi packages, You are not allowed to terminate the service while serving the contract.
- 6.2 You may submit the request for service termination via email at [listings.cari@tm.com.my](mailto:listings.cari@tm.com.my) . Once request is submitted, TM will remove your listing from the Platform within fourteen (14) working days.
- 6.3 TM shall have the absolute right to terminate your participation and take down your listings from this Platform at any time on immediate basis upon receiving any complaints from third party regarding your involvement in intellectual property infringement and counterfeit items or if you are found to be guilty by any court of competent jurisdiction of such breach.

## 7. PERSONAL DATA & CONFIDENTIAL INFORMATION

- 7.1 You shall undertake and warrant that you will only use and process the Personal Data obtained during this business transactions only for the purpose of executing the purchase and shall not disclose it to the third party and will always comply to the requirement under the applicable personal data protection laws.
- 7.2 You are hereby undertaking that You shall treat all Confidential Information of the other party (the Buyer) as confidential at all times and shall not disclose that Confidential Information to any third party. The Confidential Information obtained shall only be used for the purpose of performing the business transaction agreed between You and the buyer. Confidential Information in this context refers to the buyer's personal information including but not limited to name, address, phone number email and any other contact information.

## 8. INDEMNITY

- 8.1 You agree to fully indemnify and hold TM Group of companies harmless from any third party claims, penalty, liability, damages and/or costs arising from your own misconduct and/or negligence in utilizing this platform or your breach of the terms herein.

## 9. GOVERNING LAW

- 9.1 These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia. Both Parties hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

## 10. FORCE MAJEURE



- 10.1 TM shall not liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, pandemic, epidemic, sabotages, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

## 11. SEVERABILITY

- 11.1 If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

## 12. CONTACT DETAILS

- 12.1 Should you have any questions concerning this terms and conditions, or if you desire to contact TM for further inquiries, please email us at [listings.cari@tm.com.my](mailto:listings.cari@tm.com.my).

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