

YOU ("THE ADVERTISER") AGREE THAT THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT ("THIS AGREEMENT") SHALL CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND US, GIVER MARKETING SDN. BHD. (COMPANY REGISTRATION NO.: 202101000798 (1401096-U)) ("THE PUBLISHER") UPON THE ACCEPTANCE BY US OF THE ADVERTISEMENT SALES ORDER SUBMITTED BY YOU IN ACCORDANCE WITH CLAUSE 2.1 AND THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

We are a company incorporated in Malaysia with a registered address at No.7, 1st Floor, Jalan Kenari Merdu 2, Taman Kenari Merdu, 08000 Sungai Petani, Kedah, and a place of business at the addresses as stated on our website. We provide a platform for you to advertise digital or video advertisements or printed advertisements. We shall publish the said advertisements on your behalf on our website or mobile application (collectively, the "Site"), or display it using a media machine ("the Machine") which shall be displayed at the business premises of merchants whom we have leased the Machine to.

You desire to utilise our platform for advertising and agree to make all necessary payments to us on the terms and conditions set forth in this Agreement.

The Publisher and the Advertiser shall collectively be known as "the Parties".

1. GENERAL
1.1 The terms, conditions, covenants and stipulations contained herein ("the Terms and Conditions") shall apply to all Advertisement Sales Order (refer to Clause 2.1) submitted by you for the placement of Advertisements (refer to Clause 4.1) on our platform and shall be binding on the Parties from the Effective Date (refer to Clause 3.5). Each Advertisement Sales Order and the Terms and Conditions together constitute the agreement ("this Agreement") between the Parties from the Effective Date.

2. PLACING AN ORDER TO PUBLISH ADVERTISEMENT
2.1 You shall submit to us a form known as "Advertisement Sales Order" (hereinafter known as "the Order") which might contain other terms including and not limited to the price, payment terms and start date of the Advertisement. If these terms are not contained in the Order, they shall be agreed upon by the Parties later on orally or in writing.
2.2 You shall pay to us 30% of the advertising fee upon submission of the Order and the remaining 70% shall be paid immediately upon our request.

3. FORMALISING THE CONTRACT
3.1 The information set out in the terms and conditions and the details contained on this website do not constitute an offer but rather an invitation to treat.
3.2 To advertise on our platform, you shall submit the Order in accordance with Clause 2.1 to us, whether by submitting through this website or by any other means.
3.3 The submission of the Order to us in accordance with Clause 3.2 shall constitute an offer by you to advertise on our platform and it shall be subject to acceptance by us.
3.4 No contract shall exist between the Parties until and after we have confirmed such acceptance by sending you the "Order Confirmation", whether by email or by any other means, upon which the terms and conditions set forth herein shall be binding on the Parties.
3.5 The day we send the Order Confirmation in accordance with Clause 3.4 shall be known as the "Effective Date".

4. SERVICES TO BE PROVIDED
4.1 We agree to publish the advertising materials submitted by you (the "Advertisement") on our platform on the condition that the Advertisement is in compliance with all the terms conditions covenants and stipulations herein, for the period agreed between us.

5. TERM
5.1 The term of this Agreement shall commence on the day the Advertisement is published on our platform ("Publication Date") and shall continue for a period of 12 months.
5.2 For the avoidance of doubt, the Parties to right to sue shall accrue from the Effective Date (refer to Clause 3.5) notwithstanding that the term of this Agreement has not commenced.

6. PAYMENT TERMS
6.1 You shall pay all Invoices within fourteen (14) days of Invoice date or as otherwise stated on the Invoice. "Invoice" shall include any electronic or paper request for payment regardless of the title of the document. Shall any payments remain unpaid after the above-said period has lapsed, we may at our sole discretion remove your Advertisement from our platform until such payment has been received from you.
6.2 Unless otherwise agreed upon by the Parties, you shall not set-off or claim to set-off for any reason whatsoever any sum or amount whether in dispute or agreed which may be payable by you to us against any sum or amount whatsoever payable by us to you.

7. PREPARATION, ACCEPTANCE AND REJECTION OF ADVERTISEMENTS
7.1 You shall submit the Advertisements to us no later than 14 days ("the Cut-off Date") prior to the agreed start date of the Advertisements. Failure of you to deliver the advertising material before the Cut-off Date may result in the postponement of the scheduled start date of the Advertisement and notwithstanding such you shall be liable to pay for the advertising space reserved based on the scheduled start date (albeit not filled) of the Advertisement but on a pro rata basis. The Parties shall thereafter agree in writing or orally the new start date for the Advertisement;
7.2 Submission of Advertisement to us does not constitute a commitment by us to publish it. We have the right to reject or modify the Advertisement due to violation of the terms of the Agreement, or unsatisfactory quality, or any other reasons whatsoever notwithstanding that any payment has been made by you and in doing so we shall notify you in writing or orally as soon as we reasonably can of our decision to reject or modify; The Advertisement is deemed accepted by us only upon publication on our platform by us. However, the acceptance by us of the Advertisement does not constitute a waiver of the right to reject or modify in the future for any reason whatsoever;
7.4 We do not undertake to perform legal review of the Advertisement and any such review of and/or approval by us will not be deemed to constitute an acceptance by us that such Advertisement is provided in accordance with the law and this Agreement nor will it constitute a waiver of our rights under this Agreement; and
7.5 You may propose in writing to us of any modifications you desire to integrate into the Advertisement and the proposed modification shall be subject to our written approval at our sole discretion. In the event the proposed modification is rejected by us, you shall nevertheless be liable to pay us the relevant advertising fee notwithstanding such rejection.

8. PROHIBITED CONTENT
8.1 We hereby expressly prohibit all Advertisements that:-
a. impair the national dignity of the country;
b. involve the flag or emblem of Malaysia or any of the States or the national anthem of Malaysia;
c. involve political or election advertising;
d. spark political unrest including and not limited to protests or riots;
e. contain any material that shall promote superstition;
f. involve product disparagement;
g. promote the use or sale of weapons, ammunition, explosives or weapon modification accessories;
h. contain hate, violence, discrimination, intimidation, racism, religious or political intolerance, contents that probably shocks or leads to disgust or contents that exploits others or seems to dishonestly abuse others;
i. contain content that asserts or implies personal attributes. This includes direct or indirect assertions or implications about a person's race, ethnic origin, religion, beliefs, age, sexual orientation or practices, gender identity, disability, medical condition (including physical or mental health), financial status, membership in a trade union, criminal record, or name;
j. promote illegal products, services or activities;
k. are targeted to minors and promote products, services, or content that are inappropriate, illegal, or unsafe, or that exploit, mislead, or exert undue pressure on the age groups targeted;
l. promote the sale or use of adult products or services, except when its primary purpose is for family planning and contraception. Advertisements for contraceptives must focus on the contraceptive features of the product, and not on sexual pleasure or sexual enhancement, and must be targeted to people 18 years or older;
m. contain adult content which includes nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative;
n. contain shocking, sensational, inflammatory or excessively violent content;
o. contain content that exploits crises or controversial political or social issues for commercial purposes;
p. contain profanity or bad grammar and punctuation. Symbols, numbers and letters must be used properly without the intention of circumventing our ad review process or other enforcement systems;
q. contain deceptive, false, or misleading claims like those relating to the effectiveness or characteristics of a product or service or claims setting unrealistic expectations for users such as misleading health, employment or weight-loss claims;

r. contain spyware, malware, or any software that results in an unexpected or deceptive experience. This includes links to sites containing these products;
s. promote the sale of human body parts or fluids;
t. use tactics intended to circumvent our review process of the Advertising Material or other enforcement systems;
u. promote products or services that are designed to enable a user to engage in cheating or deceitful practices;
v. promote products, services, schemes or offers using deceptive or misleading practices, including those meant to scam people out of money or personal information; or
w. promote financial products and services that are frequently associated with misleading or deceptive promotional practices.

9. YOUR COVENANTS
9.1 You warrant that your performance of this Agreement will not infringe upon or violate any contracts with third parties;
9.2 You warrant that the Advertisement and all elements thereof are not subject to any third party claim and no payments will be required to be made to any third party in connection with the use of the Advertisement. In the event any such payments are required, you will be solely responsible therefor and indemnify and hold us harmless in connection therewith;

9.3 You warrant that you have the full legal authority to use and to authorize us to use all elements in and pertaining to the Advertisement submitted to us for publication that are subject to protection under the law, including and without limitation to, copyright, trademark, patents, trade secrets, right to privacy, right to publicity or other personal or proprietary rights. In the event the Advertisement submitted to us for publication constitutes an infringement of the said rights under the law, you will be solely responsible therefor and indemnify and hold us harmless in connection therewith;

9.4 You warrant that all Advertisements submitted by you for publication shall comply in all respects with all applicable laws, legislation, rules, regulations, and orders of any governmental authority as well as all legal requirements governing your duties, obligations, and business practices and shall obtain any permits or licenses necessary for your operations. You shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on you. You hereby warrant that the Advertisement adheres to the relevant advertising codes in force from time to time, including but not limited to the Malaysia Code of Advertising Practice and the Malaysian Communications and Multimedia Content Code.

9.5 You warrant that you have obtained all necessary consents before submitting the Advertisement to us, and that all statements and direct and indirect claims made in each Advertisement are accurate, true and supported by competent and reliable substantiation;
9.6 You warrant that the Advertisement submitted by you for publication shall not be libellous;
9.7 You warrant that the Advertisement submitted by you for publication does not contain any computer viruses or other damaging codes; and
9.8 You undertake to make all payments promptly and not unreasonably withhold payment.

10. MUTUAL COVENANTS
10.1 The Parties warrant that they have the full power and authority to enter into this Agreement and perform their obligations herein;
10.2 The Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Agreement;
10.3 The Parties warrant that they accept the entire Agreement and are able to maintain all the obligations bestowed herein; and
10.4 The Parties warrant that they will duly observe all their obligations under the Personal Data Protection Act 2010 which may arise in connection with this Agreement.

11. TERMINATION BY PUBLISHER
11.1 If any payment due from you to us or any part thereof shall be unpaid for fourteen (14) days after becoming payable (whether formally demanded or not) or if any of the terms of this Agreement contained on your part to be complied with shall not be performed or observed or if you (being an individual) commit an Act of Bankruptcy or if you (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or if you assign your rights to a third party without our express consent or if we have reasonable grounds to believe that you have acted fraudulently against us in whatsoever way then and in any such instances it shall be lawful for us at any time thereafter to terminate this Agreement by serving on you a one month's written notice and upon the expiration of such notice this Agreement shall be deemed to have been terminated absolutely but without prejudice to our right of action against you for any antecedent breach of your covenants herein contained.

12. WINDING UP OF COMPANY
12.1 If our company is wound up, whether voluntary or by court order, this Agreement between us shall be terminated and we shall have no liability whatsoever towards you. You hereby agree to waive your right to compensation.

13. RENEWAL OF TERM
13.1 If you wish to renew this Agreement for another term, you shall give us notice in writing at least one month before the end of this term to request for renewal, failing which the Agreement between us shall not automatically be renewed upon the end of the term and your Advertisement shall be removed from our platform with immediate effect.
13.2 We reserve the right to reject your request for renewal for any reason whatsoever.

14. CONFIDENTIALITY
14.1 The Parties agree to keep all information in relation to the business of the other, whether obtained during the term of this Agreement or in negotiation thereof, confidential throughout the term and after the expiry or termination of this Agreement. This clause shall not apply to:-
a. any information which has been published other than through a breach of this Agreement;
b. information in the possession of the recipient party before the disclosure under this Agreement took place;
c. information obtained from a third party who is free to disclose it;
d. information which a party is required by law to disclose.
14.2 Clause 14.1 shall apply indefinitely notwithstanding the termination or expiry of the Agreement.

15. LICENSE TO ADVERTISING MATERIALS
15.1 You automatically grant to us (or warrant that the owner of the information and material contained in the Advertisements has expressly granted to us) a royalty-free, worldwide, perpetual, irrevocable, unrestricted, sub-licensable right and licence to use, reproduce, display, perform, modify, adapt, publish, translate, transmit and distribute, or otherwise make available to others any and all Advertisement or advertising materials provided by you (in whole or in part and for any purpose), including but not limited to photographs, artwork, text and graphics, in any media, presently known or unknown, including but not limited to our electronic publications on the Internet and in any archival retrieval system whether that information is digitally stored or stored on any other media, or to incorporate it in other works in any and all form or technology now available or hereafter developed.

16. GOVERNING LAW AND DISPUTE RESOLUTION
16.1 This Agreement shall be construed and enforced according to the laws of Malaysia. The Parties hereto submit to the exclusive jurisdiction of the Courts of Malaysia.
16.2 In the event any dispute or disagreement arising between us in connection with this Agreement cannot be resolved by negotiation and discussions, we may seek to resolve that dispute or disagreement through a non-binding mediation before the Malaysian Mediation Centre (MMC) under the auspices of the Bar Council for resolution by mediation in accordance with the Mediation Procedure for the time being in force.
16.3 You agree to participate in the mediation in good faith. You further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of us or our representatives shall be confidential and inadmissible in any legal proceeding involving us, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
16.4 If you refuse at any time to participate in the mediation procedure, then we may commence proceedings in accordance with Clause 16.1.

17. INDEMNITY
17.1 You shall indemnify, defend and hold us harmless against any loss, damage, suit, liability or claim (including reasonable legal fees and costs) caused by your acts not authorized by this Agreement or by any negligent act of yours in relation to this Agreement. This indemnity shall survive and continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

18. FORCE MAJEURE

We shall not be liable for any non-compliance or delay in compliance with any of the obligations under this Agreement when caused by a Force Majeure event. We shall be partially or totally exempt from our obligations according to the degree of influence, provided that all reasonable steps have been taken to mitigate the effects of the Force Majeure event and that the delay or failure:-
a. stemmed from circumstances beyond our reasonable control; and
b. materially affects the performance of any of our obligations under this agreement; and
c. could not reasonably have been foreseen or provided against.
18.2 Force Majeure event shall include but are NOT LIMITED TO war, armed conflict, acts of terrorism, riots, general labour disturbance such as strike or boycott, acts of god or natural disaster, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis that results in lockdown or quarantine, acts of governmental action prohibiting or impeding any party from performing its respective obligations such as change in any law or regulation.

19. RELATIONSHIP OF PARTIES
19.1 Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between us. Neither of us have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

20. LIABILITY
20.1 We will exercise reasonable care and skill in the handling and publishing of the Advertisement but where the Advertisement is not published in the manner specified in this Agreement, whether through any failure or negligent act or omission on our part or any third party, our maximum liability to you shall be limited (at our discretion) to either:-
a. publishing the relevant Advertisement (or a replacement Advertisement if provided by you) as soon as is reasonably practicable; or
b. refund to you the amount of any payment made for the Advertisement concerned.
20.2 We shall not under any circumstances be liable for any indirect, special or consequential loss or damage arising from any failure to publish your Advertisement, any late or incorrect publication, any non-publication or inaccurate reproduction of the Advertisement, whether caused by our error or negligence or by any reason whatsoever.

21. ENTIRE AGREEMENT
21.1 This agreement constitutes the entire agreement between us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between us, whether written or oral, relating to this subject matter.
21.2 You acknowledge that in entering into this Agreement you have not relied on, and shall have no remedies in respect of, any representation or warranty that is not set out in this agreement.
21.3 Nothing in this clause shall limit or exclude any liability for fraud.

22. SUCCESSORS BOUND
22.1 You shall not reassign, assign, or transfer any of its rights or obligations under this Agreement without our prior written consent. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted transferees, successors, and assigns.

23. NOTICE
23.1 Any notice served under this Advertising Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service.

24. VARIATION
24.1 We reserve the final right to vary the terms and conditions contained herein without prior notice.
24.2 You are subject to the terms and conditions in effect at the time you submit the Advertisement Sales Order, except when by law or decision of governmental entities we must make changes retrospectively to the terms and conditions or Privacy Policy.

25. WAIVER
25.1 No relaxation, delay, indulgence, neglect or forbearance on our part in endeavouring to obtain payment when the same becomes due and payable or to enforce performance or observance of any terms, conditions and covenants herein contained on your part to be complied with or acceptance of payment after the requisite notice to terminate the Agreement has been served on you or any time which may be given by us to you shall prejudice, affect, restrict, minimise, release, exonerate or in any way be construed as a waiver of any breach or continuing breach.

26. WAIVER
26.1 No relaxation, delay, indulgence, neglect or forbearance on our part in endeavouring to obtain payment when the same becomes due and payable or to enforce performance or observance of any terms, conditions and covenants herein contained on your part to be complied with or acceptance of payment after the requisite notice to terminate the Agreement has been served on you or any time which may be given by us to you shall prejudice, affect, restrict, minimise, release, exonerate or in any way be construed as a waiver of any breach or continuing breach.

27. SEVERABILITY
27.1 If any provision hereof is held invalid or unenforceable, such invalidity shall not affect the validity or operation of any other provision.

[the remainder of this page is left blank intentionally]