

18. INDEMNITY
18.1 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 acts 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.

19. ASSIGNMENT
19.1 You may not assign this Agreement or any of your rights under this Agreement, or sublease any of the Equipment without our prior written consent. Our consent to an assignment or sublease does not release you from any obligation under this Agreement. Any attempted assignment or sublease by you without prior written consent shall be void and will confer no rights on the intended assignee or sublessee.
19.2 In the event we approve your request to assign this Agreement to a third party, you shall pay to us an assignment processing fee of RM300, failing which our approval will be revoked.

20. RIGHT TO MODIFY THE TERMS AND CONDITIONS
20.1 We reserve the final right to review and modify the terms and conditions at any time without prior notice.
20.2 You are subject to the terms and conditions in effect at the time you submit the Pre-Order Form, except when by law or decision of governmental entities we must make changes retrospectively to the terms and conditions or Privacy Policy.

21. PARTIES BOUND
21.1 You shall not resell, 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.

22. NOTICES
22.1 All notices, consents, waivers, or other communications, except invoices, served under this Agreement must be made in writing and shall be considered served if it is handed to the other party in person or delivered to their respective addresses or any other such address as the party being served may have notified as his address for service.

23. GOVERNING LAW
23.1 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.
23.2 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.
23.3 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.
23.4 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.
23.5 If you refuse at any time to participate in the mediation procedure, then we may commence proceedings in accordance with Clause 23.1.

24. ENTIRE AGREEMENT
24.1 This Agreement constitutes the entire agreement between us and supersedes all previous negotiations, understandings, or written or oral agreements between us, whether written or oral, relating to this subject matter.
24.2 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.
24.3 Nothing in this clause shall limit or exclude any liability for fraud.

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

1. TERM
1.1 The term of this Agreement shall commence on the Delivery Date (refer to Clause 2.1) and shall continue for a period of 5 YEARS.
1.2 For the avoidance of doubt, the Parties to right to sue shall accrue from the Effective Date (refer to Clause 7.5) notwithstanding that the term of this Agreement has not commenced.

2. INSTALLATION AND DELIVERY OF THE MACHINE
2.1 The Machine shall be delivered to you at the address stipulated in the Pre-order Form and the day the Machine is delivered shall hereinafter be referred to as the "Delivery Date".
2.2 We, or our agent or employees shall install the Machine at your business premise at no charge.
2.3 Upon installation, we shall furnish you with a document known as "Installation Note" and upon acceptance of the Installation Note, you shall be deemed to have inspected the Machine and acknowledged that it is received in good and satisfactory condition and that the installation of the Machine has been performed to your satisfaction.

3. PERMITTED PURPOSE
3.1 The Machine shall be used solely for the following purposes:-

- dispensing tissue papers to your customers upon scanning of the QR code; and
- displaying printed and video advertisements ("the Advertisements")

4. SUBSTITUTION OF THE MACHINE
4.1 If, through no fault on our part or our agents or employees, the Machine becomes inoperable due to mechanical failure, we may at our sole discretion furnish a substitute media machine of the same type at no extra charges to you.
4.2 We have no duty to furnish a substitute media machine if the Machine becomes inoperable because of damage resulting from the negligence of, or misuse of the equipment by you or your agents or employees.
4.3 The substitute media machine shall be subject to all the terms and conditions of this Agreement throughout the term of this Agreement.

5. TITLE
5.1 Title to the Machine leased under this Agreement shall at all times remain with us. You will acquire no right, title, equity or other interest in the Machine.

6. RENT
6.1 We hereby expressly agree not to charge any rent but on the condition that the Machine is used solely for its permitted purpose as contemplated in this Agreement.

7. FORMALISING THE CONTRACT
7.1 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.
7.2 To place an order to rent the Machine, you shall submit the Pre-order Form to us, whether by submitting through this website or by any other means.
7.3 The submission of the Pre-order Form to us in accordance with Clause 7.2 shall constitute an offer by you to rent the Machine from us and it shall be subject to our acceptance.
7.4 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.
7.5 The day we send the Order Confirmation in accordance with Clause 7.4 shall be known as the "Effective Date".

8. PAYMENT
8.1 You shall be liable to pay to us a sum of Two Thousand Eight Hundred and Eighty Eight (RM2,888) only (hereinafter referred to as "the Entrance Fee").
8.2 You shall upon submission of the "Pre-Order Form" pay to us 30% of the Entrance Fee and the remaining 70% of the Entrance Fee shall be payable within 14 days from the Delivery Date.

9. YOUR COVENANTS
9.1 You hereby agree, undertake and covenant with us as follows:-
9.1.1 that the Machine shall be used solely for its permitted purpose referred to in Clause 3 in this Agreement;
9.1.2 that the Machine shall at all times throughout the term of this Agreement be placed at your business premise;
9.1.3 that you shall ensure all advertisements provided for and authorized by us from time to time is displayed on the Machine at all times throughout the term of this Agreement whether or not it is the printed advertisements which shall be attached to the body of the Machine in a way that is easily noticed by your customers or the video advertisements which shall be displayed on the LED screen of the Machine. You further covenant that the LED screen of the Machine shall be switched on at all times during your business hours;
9.1.4 that the Machine shall be used in a proper manner and kept in the same condition as it was at the time it was handed to you, save for normal wear and tear;
9.1.5 that the Machine shall only be operated by you or your agents;
9.1.6 that you shall not make any alterations or additions whatsoever to the Machine or remove or replace any component therein over our prior written consent;
9.1.7 that you shall not place or suffer to be placed, products that do not belong to us into the Machine;
9.1.8 that you shall not at any time during the term of this Agreement bring upon your business premise any machines or/and products of the same kind as or similar to the Machine;
9.1.9 that you shall not sell the machine to any third party;
9.1.10 that you shall not underlet, sublet, demise, assign, share or part with the possession of the Machine or any part thereof without our prior written consent;
9.1.11 that you shall not use or permit or suffer the Machine to be used for any illegal, unlawful or immoral purposes including and not limited to placing illegal advertisements whether

10. OUR COVENANTS
10.1 We hereby agree, undertake and covenant with you as follows:-
10.1.1 to grant you exclusive use and possession of the Machine during the duration of this agreement, save as is provided for by the agreement;
10.1.2 to grant you quiet possession of the Machine;
10.1.3 to be solely responsible for providing maintenance and repairs that may be required to keep the Machine in good operating condition on a continuous basis, provided always that the need for repair is not caused by the fault or default on your part.
10.1.4 to automatically deliver tissue paper to you free of charge save for transportation costs which shall be borne by you, whenever the Machine indicates that the supply of tissue paper falls below 30%. The transportation costs shall be automatically deducted from the System Wallet.

11. PENALTY
11.1 You agree that the tissue paper in the Machine shall be dispensed to your customer only when the said customer scans the QR code on the Machine and watches the Advertisements displayed. You agree not to in any way remove the tissue paper from the Machine for any purpose not authorized by us, including and not limited to selling or giving away the tissue paper to anyone who did not scan the QR code on the Machine. Should you do so, you shall be liable to pay to us a penalty of RM2 for each pack of tissue lost, given, sold or removed.

12. SUBMISSION OF "CORPORATE PARTNERSHIP APPLICATION FORM"
12.1 You shall obtain a copy of the Corporate Partnership Application Form from us and immediately upon the end of the Three-month Cooling-off Period submit the said form to us.
12.2 Upon the submission of the said form, you shall become our Corporate Partner and thereafter be entitled to additional benefits as stated on the said form.
12.3 Upon becoming our Corporate Partner, you shall receive a sum of RM0.10 from us each time a customer scans the QR code on the Machine. The said sum shall be credited into the system wallet of the Machine and you shall be able to make withdrawal when the total sum in the system wallet is not less than RM100. However, you may only withdraw a maximum of 70% of the total sum in the system wallet. The remaining 30% shall be utilized by us to set off certain cost payable by you, including and not limited to a yearly maintenance fee of RM200, transportation costs and penalty, if any.

13. RELATIONSHIP OF PARTIES
13.1 Nothing in this Agreement (including the submission of "Corporate Partnership Application Form") shall create 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.

14. PREMATURE TERMINATION BY YOU
14.1 Within 14 days from Effective Date
14.1.1 You shall have the option to terminate this Agreement within 14 days from the Effective Date by delivering a written notice to us and in the event of such, we shall refund the full amount of the Entrance Fee and you shall return us the Machine in its original condition except fair wear and tear and we shall have no further claims against each other save for any antecedent breach.
14.2 Within three months from Delivery Date
14.2.1 You shall have the option to terminate this Agreement within 3 months from the Delivery Date ("Three-month Cooling-off period") by delivering a written notice to us and in the event of such, we shall refund 85% of the Entrance Fee to you and the remaining 15% of the Entrance Fee shall be forfeited to us as administration fees and you shall return us the Machine in its original condition except fair wear and tear and we shall have no further claims against each other save for any antecedent breach.
14.3 Three months after Delivery Date
14.3.1 If you desire to terminate this Agreement at any time prior to the expiry of the term agreed herein but three months after the Delivery Date, you shall be required to give us fourteen (14) days prior notification of such sooner termination. We shall not refund any part of the Entrance Fee to you and you shall return us the Machine in its original condition except fair wear and tear and we shall have no further claims against each other save for any antecedent breach.

15. DAMAGE BEYOND REPAIR OR LOSS
15.1 In the event the Machine is lost or becomes damaged beyond repair while in your possession, you shall be liable to pay to us a further sum of Two Thousand Eight Hundred and Eighty Eight (RM2,888-00) only as penalty and we shall deliver to you a new media machine which shall be subject to the same Terms and Conditions under this Agreement.

16. TERMINATION BY US UNDER CERTAIN CONDITIONS
16.1 In the event 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 foregoing terms, conditions, covenants and stipulations herein 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 the Agreement by serving on you a 7 days written notice and upon the expiration of such notice the 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.
16.2 Upon the expiration of the notice of termination, you shall have returned the Machine to us in its original condition having regard to its condition at the commencement of this Agreement, fair wear and tear excepted. In the course of repossessing the Machine, we shall be entitled to enter your business premises where the Machine is located.

17. WINDING UP OF COMPANY
17.1 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

The Lessee and the Lessor shall collectively be known as "the Parties".

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23.4 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.
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10. OUR COVENANTS
10.1 We hereby agree, undertake and covenant with you as follows:-
10.1.1 to grant you exclusive use and possession of the Machine during the duration of this agreement, save as is provided for by the agreement;
10.1.2 to grant you quiet possession of the Machine;
10.1.3 to be solely responsible for providing maintenance and repairs that may be required to keep the Machine in good operating condition on a continuous basis, provided always that the need for repair is not caused by the fault or default on your part.
10.1.4 to automatically deliver tissue paper to you free of charge save for transportation costs which shall be borne by you, whenever the Machine indicates that the supply of tissue paper falls below 30%. The transportation costs shall be automatically deducted from the System Wallet.

11. PENALTY
11.1 You agree that the tissue paper in the Machine shall be dispensed to your customer only when the said customer scans the QR code on the Machine and watches the Advertisements displayed. You agree not to in any way remove the tissue paper from the Machine for any purpose not authorized by us, including and not limited to selling or giving away the tissue paper to anyone who did not scan the QR code on the Machine. Should you do so, you shall be liable to pay to us a penalty of RM2 for each pack of tissue lost, given, sold or removed.

12. SUBMISSION OF "CORPORATE PARTNERSHIP APPLICATION FORM"
12.1 You shall obtain a copy of the Corporate Partnership Application Form from us and immediately upon the end of the Three-month Cooling-off Period submit the said form to us.
12.2 Upon the submission of the said form, you shall become our Corporate Partner and thereafter be entitled to additional benefits as stated on the said form.
12.3 Upon becoming our Corporate Partner, you shall receive a sum of RM0.10 from us each time a customer scans the QR code on the Machine. The said sum shall be credited into the system wallet of the Machine and you shall be able to make withdrawal when the total sum in the system wallet is not less than RM100. However, you may only withdraw a maximum of 70% of the total sum in the system wallet. The remaining 30% shall be utilized by us to set off certain cost payable by you, including and not limited to a yearly maintenance fee of RM200, transportation costs and penalty, if any.

13. RELATIONSHIP OF PARTIES
13.1 Nothing in this Agreement (including the submission of "Corporate Partnership Application Form") shall create 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.

14. PREMATURE TERMINATION BY YOU
14.1 Within 14 days from Effective Date
14.1.1 You shall have the option to terminate this Agreement within 14 days from the Effective Date by delivering a written notice to us and in the event of such, we shall refund the full amount of the Entrance Fee and you shall return us the Machine in its original condition except fair wear and tear and we shall have no further claims against each other save for any antecedent breach.
14.2 Within three months from Delivery Date
14.2.1 You shall have the option to terminate this Agreement within 3 months from the Delivery Date ("Three-month Cooling-off period") by delivering a written notice to us and in the event of such, we shall refund 85% of the Entrance Fee to you and the remaining 15% of the Entrance Fee shall be forfeited to us as administration fees and you shall return us the Machine in its original condition except fair wear and tear and we shall have no further claims against each other save for any antecedent breach.
14.3 Three months after Delivery Date
14.3.1 If you desire to terminate this Agreement at any time prior to the expiry of the term agreed herein but three months after the Delivery Date, you shall be required to give us fourteen (14) days prior notification of such sooner termination. We shall not refund any part of the Entrance Fee to you and you shall return us the Machine in its original condition except fair wear and tear and we shall have no further claims against each other save for any antecedent breach.

15. DAMAGE BEYOND REPAIR OR LOSS
15.1 In the event the Machine is lost or becomes damaged beyond repair while in your possession, you shall be liable to pay to us a further sum of Two Thousand Eight Hundred and Eighty Eight (RM2,888-00) only as penalty and we shall deliver to you a new media machine which shall be subject to the same Terms and Conditions under this Agreement.

16. TERMINATION BY US UNDER CERTAIN CONDITIONS
16.1 In the event 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 foregoing terms, conditions, covenants and stipulations herein 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 the Agreement by serving on you a 7 days written notice and upon the expiration of such notice the 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.
16.2 Upon the expiration of the notice of termination, you shall have returned the Machine to us in its original condition having regard to its condition at the commencement of this Agreement, fair wear and tear excepted. In the course of repossessing the Machine, we shall be entitled to enter your business premises where the Machine is located.

17. WINDING UP OF COMPANY
17.1 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

18. INDEMNITY
18.1 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 acts 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.

19. ASSIGNMENT
19.1 You may not assign this Agreement or any of your rights under this Agreement, or sublease any of the Equipment without our prior written consent. Our consent to an assignment or sublease does not release you from any obligation under this Agreement. Any attempted assignment or sublease by you without prior written consent shall be void and will confer no rights on the intended assignee or sublessee.
19.2 In the event we approve your request to assign this Agreement to a third party, you shall pay to us an assignment processing fee of RM300, failing which our approval will be revoked.

20. RIGHT TO MODIFY THE TERMS AND CONDITIONS
20.1 We reserve the final right to review and modify the terms and conditions at any time without prior notice.
20.2 You are subject to the terms and conditions in effect at the time you submit the Pre-Order Form, except when by law or decision of governmental entities we must make changes retrospectively to the terms and conditions or Privacy Policy.

21. PARTIES BOUND
21.1 You shall not resell, 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.

22. NOTICES
22.1 All notices, consents, waivers, or other communications, except invoices, served under this Agreement must be made in writing and shall be considered served if it is handed to the other party in person or delivered to their respective addresses or any other such address as the party being served may have notified as his address for service.

23. GOVERNING LAW
23.1 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.
23.2 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.
23.3 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.
23.4 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.
23.5 If you refuse at any time to participate in the mediation procedure, then we may commence proceedings in accordance with Clause 23.1.

24. ENTIRE AGREEMENT
24.1 This Agreement constitutes the entire agreement between us and supersedes all previous negotiations, understandings, or written or oral agreements between us, whether written or oral, relating to this subject matter.
24.2 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.
24.3 Nothing in this clause shall limit or exclude any liability for fraud.

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