

Revision	Prepared by	Date
Version 1	Commercial Team	04/03/2020

SELLER AGREEMENT

Seller Agreement

ODELA (“Company” or “we” or “us”) welcomes you as a Seller (as defined in the Terms and Conditions) on our website (the “Website”). Your use of ODELA and specific tools for sellers is governed by the following Seller Agreement.

Article 1 - Acceptance of Terms

1.1 Scope of Seller Agreement

1.1.1 The provisions below set out your rights and obligations as a Seller on ODELA.

1.1.2 This Seller Agreement is to be read together with the Policies and collectively represent a legally binding agreement between you and the ODELA.

1.1.3 All capitalized terms not otherwise defined herein shall have the meaning ascribed to the same in the Terms of Use.

1.2 Use of Services by Seller

1.2.1 ODELA provides B2B e-commerce platform and services via ODELA, as more particularly described in Article 2.1 enabling the sale and purchase of Products between Merchants and Members of ODELA and includes Services.

1.2.2 By accessing, browsing and/or using ODELA, you are deemed to agree to this Seller Agreement. Please refrain from selling on ODELA if you do not agree to any of the terms in this Seller Agreement.

1.3. Amendment of Seller Agreement

1.3.1 ODELA shall be entitled at any time and from time to time, to modify, amend or change this Seller Agreement as appropriate and at our sole and absolute discretion. In such instance, ODELA shall notify you of such amendments or changes (including the effective date for the same) via an announcement to be published on the main page of ODELA and/or your Seller Store, and you shall thereafter be bound by such modified Seller Agreement. As such, it is your responsibility to regularly visit ODELA, view this Seller Agreement and other Policies, and keep yourself updated on any changes made to the same.

1.3.2 Please do not sell on ODELA if you do not agree to any part of this Seller Agreement. Your use of ODELA and tools for Sellers following any amendment or modification of the Seller Agreement signify and constitutes your agreement and acceptance to be bound by the same.

1.3.3 We do not take any responsibility or agree to compensate you for losses you suffer from the modified Seller Agreement or your own failure to keep yourself updated on the modifications to Seller Agreement, and you irrevocably agree to hold us harmless or protect us from any losses that you may suffer.

1.4 Company's Policies to Prevail

1.4.1 You hereby agree and understand that this Seller Agreement, read together with the

Terms of Use, shall prevail in respect of any matters addressed herein.

1.4.2 In the event of any conflict between any specific terms listed on your Product page/

Seller Store and this Seller Agreement regarding such matter, this Seller Agreement shall

prevail such terms and you hereby agree to be bound by the provisions of this Seller

Agreement in its entirety.

Article 2 - Services for Sellers

2.1 General Services

2.1.1 In operating ODELA, ODELA provides the following services for you as a Seller:

- (a) advertising and marketing campaigns to promote ODELA;
- (b) feedback rating and review system for Merchants to submit their comments and rating in respect of Products purchased; and
- (c) provision of services such as payment gateway, logistics and fulfilment services (which may be through third parties).

2.2 Seller Rating

2.2.1 We will grade your performance as a Seller on our Website based on such criteria as ODELA shall determine from time to time and rank you in Seller Rating.

2.2.2 In the event of any misbehaviour while trading on ODELA, or any breach of the Terms of Use or this Seller Agreement, we reserve the right to review and downgrade your Seller Rating. Our decision is final and cannot be contested.

2.3 Use of ODELA

2.3.1 You hereby agree to accept responsibility for all activities that occur under your account.

2.3.2 While using ODELA as a Seller, you will not:

- (a) post or list inappropriate content or Products on ODELA as more particularly described in Prohibited Products;
- (b) violate any laws, third party rights, or Company policies including but not limited to policies relating to Prohibited Products;
- (c) manipulate the price of any Product or interfere with another Seller's listings;
- (d) bypass or manipulate the fee structure, the billing process or any fees owed to ODELA;
- (e) take any action that may undermine the feedback or ratings systems;
- (f) copy, modify, or distribute the contents from ODELA and ODELA's Intellectual Property Rights or involving any third party;
- (g) harvest or otherwise collect information about the Merchants or third parties as may be available on ODELA, including but not limited to email addresses, without their consent; and/or
- (h) use existing Merchant's accounts or create new Merchant accounts in order to circumvent or avoid, buying or selling limits, and other restrictions by ODELA.

2.4 Requirements to Become a Seller

2.4.1 Seller must be a company, not individual.

2.4.2 To complete the registration, you must submit the following:

(b) A copy of the necessary business licenses or company documents as requested by ODELA;

(c) your company's current and up-to-date contact information including but not limited to only address, mobile phone number, fixed landline number and residential; email

(d) your company's bank account information together with documents, as required by ODELA, evidencing that the bank account is owned by and in the name of your company or business; and

(e) such other information that ODELA deems necessary from time to time.

2.4.3 To complete the steps for Merchants verification & validation, you must submit the following:

(a) Business profile

(b) Product catalogue / brochures

(c) Utilities bill header

(d) Form 9 (SSM)

(e) Form 49 (not required for partnership company)

2.5 Rights of Company

2.5.1 General Rights. ODELA reserves the right to refuse registration, suspend or cease provision of any Services, terminate accounts, remove or edit the contents, or cancel Orders in its sole and absolute discretion.

2.5.2 Right of Removal Due to Breach of Terms or Law. Without limiting other remedies, ODELA may limit, suspend, or terminate Merchant's accounts, prohibit access to ODELA and its contents, delay or remove hosted contents and take technical and legal steps to keep you off ODELA if, based on ODELA's sole and absolute discretion, ODELA is of the view that you are or may be potentially creating problems or possible legal liabilities, infringing the Intellectual Property Rights of ODELA and/or of third parties, in breach of any of the Terms of Use or this Seller Agreement or acting inconsistently with the letter or spirit of the Policies.

2.5.3 IPR Violation. Additionally, ODELA may suspend or terminate your account if you are a recurring infringer of the Intellectual Property Rights of third parties.

2.6 Penalties

2.6.1 As a Seller, you hereby agree to the following:-

(a) General Penalties. In the event of any breach of this Seller Agreement and/or the Terms of Use, ODELA reserves the right to impose such penalties as listed.

(b) Specific Penalties. In addition to the general penalties described in Article 2.7.1 above, in the event of the breach of specific provisions of this Seller Agreement and/or the Terms of Use, ODELA reserves the right to impose such specific penalties as listed.

Article 3: Service Fees

3.1 Currently, there is no fee imposed for registration as a Merchant on ODELA. However, ODELA charges fees for certain Services.

3.2 When you use a tool, application and/or a service offered by us on ODELA that has a fee, you will have an opportunity to review and accept the fees that will be charged for such tool, application and/or service which you intend to use.

3.3 All fees chargeable on such Services are subject to Sales and Service Tax ("SST") and other taxes under all applicable laws and regulations, and ODELA may charge you such SST and other taxes additionally.

Article 4: Listing of Products for Sale

4.1 Pricing of Products

4.1.1 Setting of Prices. You may upload, advertise and offer your Products for sale on ODELA, and are at liberty to set your own prices for the same.

4.1.2 Price Manipulation. Notwithstanding the aforementioned, the price stated for each Product must be an accurate representation of the sale and you are not allowed to manipulate the price of any Product, including but not limited to intentionally stating a lower price for the Product but increasing the Shipping Fee unreasonably so as to avoid paying or to pay a lower Transaction Fee. Where you are in breach of this Article 4.1.2, we reserve the right to suspend your Product listing without notice to you and further impose any General Penalty at our discretion.

4.2. Legality of Products

4.2.1 Legal Requirements. You hereby agree and undertake that that all Products sold by you on ODELA:

(a) shall be genuine and not counterfeit or replica items;

(b) shall be Products:

(i) which are lawful and legal to be sold in Malaysia and are in compliances with all applicable laws, including but not limited to the Sale of Drugs Act 1952, Food Act 1983, Consumer Protection Act 1999 and the Communications and Multimedia Act 1998;

(ii) which you are legally authorised to sell or provide;

(iii) which are not Prohibited Products, as described in Article 4.3 below; and

(c) do not infringe the Intellectual Property Rights of any third party.

4.2.2 Furnishing of Evidence. Where requested by ODELA, you shall immediately furnish such evidence as necessary to prove that:

(a) you have obtained all required approvals, licences, authorisations and/or certification from all relevant parties including but not limited to the appropriate authorities and/or brand owners or principals for the sale of Products listed by you on ODELA;

(b) you are the owner and/or are authorised or licensed to use any Intellectual Property Rights embedded in or used in conjunction with the Products listed by you on ODELA.

4.2.3 Failure to comply with Article 4.2.1 and Article 4.2.2 shall entitle ODELA to impose on you any and all of the General Penalties at ODELA's discretion. Further, in the event of a breach of Article 4.2.1(a), ODELA shall be entitled to impose the Specific Penalty listed in Item 3 of Appendix A-2.

4.3 Prohibited Products

4.3.1 You are not allowed to upload, advertise, offer for sale and/or sell Prohibited Products. For details, please refer to the list of Prohibited Products as set out in Appendix B.

4.3.2 Failure to comply with this Article 4.3 shall entitle ODELA to impose on you any and all of the General Penalties at ODELA's discretion.

4.4 Description of Products

4.4.1 Accuracy of Product Description. You shall provide accurate and non-misleading descriptions of the Products, and shall ensure that the following are clearly stated in the said descriptions:

- (a) the Original Price for the Products;
- (b) the Seller's Discount (if applicable);
- (c) the Discounted Price for the Products (if applicable); and
- (d) any additional costs or fees including Shipping Fee and/or taxes (if applicable).
- (e) full specification details for the products
- (f) actual products picture with the required resolution

4.4.2 No Reference to other E-Commerce Business. You shall ensure that any description of Products uploaded to the Product page and/or Seller Store on ODELA shall not in any way make reference to, or name any other e-commerce platform or similar/competing business, whether by way of text or images.

4.4.3 Failure to comply with Article 4.4.1 and/or Article 4.4.2 shall be subject to the Specific Penalty as set out in Item 5 and Item 6 of Appendix A-2 respectively.

4.5 Maximum Number of Listing

4.5.1 Each Seller Store is allowed to have a maximum of five hundred (500) active Product listings (or any limit as ODELA may decide from time to time) at any one time, such figure not to include any add-on items to each Product.

4.5.2 Notwithstanding the aforementioned, ODELA may consider allowing you to have more than the Maximum Listings on a case to case basis and subject to such criteria as ODELA may determine.

4.6 Product Enquiries from Merchants

4.6.1 Where you receive an Enquiry from Merchants via the Q&A section on your Product page, you shall respond to such Enquiry:

- (a) with accurate and complete information; and

(b) in a prompt and efficient manner, within one (1) Business Day from receipt of the said Enquiry, or such other time period as may be required under the Seller Service Levels.

4.6.2 Failure to comply with this Article 4.6.1 shall be subject to the Specific Penalty as set out in Item 7 of Appendix A-2.

4.7 Prohibition on Direct Dealing

4.7.1 As a Seller, you are prohibited from directly entering into a Transaction with a Buyer without using the payment gateway services and/or payment mechanism provided on ODELA.

4.7.2 All communications regarding Transactions or potential Transactions with other Merchants or Buyers shall be made through ODELA.

4.7.3 Failure to comply with this Article 4.7 is a major breach of this Seller Agreement, and shall entitle ODELA to impose the Specific Penalty as set out in Item 8 of Appendix A-2 as well as any and all of the General Penalties.

4.8 Adequate Stock

4.8.1 As a Seller, you shall be responsible to ensure that there is adequate stock of Products to meet demand at all times. Where the stock of Products is inadequate to meet demand, you must suspend the sale of such Products on ODELA until adequate stock becomes available again. The suggested amount for the stock is 25 units monthly.

4.8.2 Failure to comply with this Article 4.8.1 shall be subject to the Specific Penalty as set out in Item 9 of Appendix A-2.

Article 5 - Uploading of Content

5.1 Requirements for Content

5.1.1 When posting reviews, comments, questions, photos, videos and upload other contents and information on ODELA, you must ensure that such content:

- (a) is accurate and not misleading;
- (b) is not illegal, obscene or threatening;
- (c) is not defamatory or libellous;
- (d) is not invasive of privacy;
- (e) does not include any personal data in contravention of the Personal Data Protection Act 2010;
- (f) is not commercial solicitation, pyramid schemes, chain letters, mass mailings or any form of "spam";
- (g) is not political campaigning in any form;
- (h) does not consist of or contain computer viruses or other forms of computer codes, technologies or programs that may harm ODELA, or the interests or property of Merchants;
- (i) does not infringe the Intellectual Property Rights of ODELA and/or any third party;
- (j) does not violate this Seller Agreement, the Terms of Use, Privacy Policy or any other policies of ODELA as made known to you directly or through ODELA; and/or
- (k) is otherwise injurious or objectionable to ODELA or any third parties.

5.1.2 False identity. You shall not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content uploaded by you.

5.1.3 Failure to comply with Article 5.1 shall entitle ODELA to impose on you any and all of the General Penalties at ODELA's discretion.

5.2 Removal of content by ODELA

5.2.1 No Obligation to Monitor. You acknowledge that ODELA shall have the right but not the obligation to monitor and edit any content uploaded by you. Notwithstanding any monitoring, ODELA takes no responsibility and assumes no liability for any content posted by you and reserves the right, but not the obligation, to remove any content posted on ODELA.

Article 6 - MMM and Technical

6.1 Acceptance of Order

6.1.1 Confirmation of Order

(a) Where an Order for a Product has been paid for by the Buyer, the status for the Order will be automatically changed to “Payment Complete”, and you will receive an Order Notification via ODELA system.

(b) You shall confirm details of the Order by clicking the “Confirm Order” button on ODELA, after which the status for the said Order will be automatically changed from “Payment Complete” to “Preparing for delivery”.

6.1.2 Non-Compliance

(a) Failure to comply with:-

(i) Article 6.1.1 shall entitle ODELA to impose on you the Specific Penalty set out in Item 11 of Appendix A-2;

6.2 Delivery of Product

6.2.1 Order fulfilment

(a) You will be required take all steps to ensure that the Products are shipped out to the Buyer within the applicable lead times for Order fulfilment as set out in the Seller Service Levels.

(b) Once the Product has been shipped out for delivery, you will need to perform the following steps on ODELA:-

(i) click on the “Ready to Ship” button in the Seller Center area of ODELA,; and

(ii) submit the delivery details for the Order, including the delivery company name and tracking number (where the Product is being shipped via courier service) and such other particulars pertaining to the Order as necessary.

Upon completion of the above steps, the status for the Order will be automatically changed from “Preparing for Delivery” to “Delivery in Progress”.

6.2.2 Mode of Delivery by Seller

You may choose to deliver the Product in any of the following manner:-

(a) Direct Delivery

(i) Time for Completion of Delivery. Where a Product is delivered directly by you, the time for successful completion of delivery to the Buyer shall be within the following lead times (“Lead Times”):-

(aa) for West Malaysia - within three (3) Business Days;

(bb) for East Malaysia - within five (5) Business Days;

from the date the Buyer completes payment for the Product (being the date the Order status on ODELA is updated as “Payment Complete”).

For the purpose of this Article 6.2.2(a)(i), delivery shall be deemed performed and completed only upon the Order status on ODELA being updated as “Shipping Complete”.

(ii) Product Non-Delivered/Non-Traceable after Lead Times. Where a Product has not been delivered and/or is not traceable after the Lead Times above, ODELA or the Buyer shall have the right to cancel such Transaction, and you shall be liable for all costs incurred, including all delivery costs as well the costs of refund for the Product.

(b) Courier Delivery

(i) Time for Completion of Delivery. Where a Product is delivered by courier service company engaged by you, the time for completion of successful delivery shall be in accordance with such service levels as practised by such parties.

(ii) Product Non-Delivered/Non-Traceable after Lead Times. Where a Product shipment is not traceable and the status for the same on ODELA has remained as “Shipping in Progress” for more than three (3) Business Days, ODELA or the Buyer shall be allowed to cancel such transaction pursuant to Article 7.1.

(c) Delivery by Third Party Service Providers appointed by Company

ODELA may, at its option, provide delivery service and other services relating to delivery to you, in association with third party service providers. This service shall be provided in accordance with such terms as ODELA shall make known to you.

6.2.3 Time Period for Delivery to Buyer

(a) You shall take all reasonable actions for the Buyer to receive the Product within the time period specified on your Product page, or where you opt to deliver the Product to the Buyer by way of direct delivery, within the time period stated in Article 6.2.1(a)(i) above, whichever is earlier.

(b) If you fail to deliver the Product within such period without proper, reasonable and acceptable justification, ODELA shall be entitled to impose on you the Specific Penalty set out in Item 13 of Appendix A-2, and any and all of the General Penalties at ODELA’s discretion. Further, ODELA shall not be responsible or liable for any losses or damages suffered by you due to such action as may be taken by ODELA and/or the Buyer.

6.2.4 Right of Company to Determine Courier Service Providers

Notwithstanding Article 6.2.2, ODELA retains the right to:-

(a) request that you engage a courier service provider from ODELA’s list of preferred courier service providers; and/or

(b) in certain specific cases, nominate a specific courier service provider for you to engage; for the delivery of certain specific Products as shall be made known to you from time to time.

6.3 Loss of/Damage to Product During Delivery

6.3.1 Seller to Bear Loss. Where you engage a courier service company to deliver a Product to the Buyer, and such Product is lost or damaged during delivery, you shall be responsible to bear the costs of refund for such lost or damaged Product to the Buyer notwithstanding that such loss or damage was caused by the courier service company.

6.3.2 Seller to Claim Compensation. Any compensation to be recovered from the courier service company thereafter will need to be personally initiated by you, and not the Buyer.

6.3.3 Right to Use Settlement Amount. For the avoidance of doubt, ODELA reserves the right to utilise all or any part of the Settlement Amount to resolve any claims the Buyer may make in respect of the lost or damaged Product.

6.4 Packaging for Orders

6.4.1 Secure Wrapping. You hereby agree that you shall ensure that any and all Products are securely wrapped during the process of transporting and delivery to the Buyer so as to ensure the safety and integrity of the same.

6.4.2 No Use of other E-Commerce Business Packaging. You are strictly prohibited from using branded packaging materials of online e-commerce marketplaces other than ODELA or IVoucher, failing which you shall be subject to the Specific Penalty as set out in Item 14 of Appendix A-2.

6.5 Promotional Free Gifts

6.5.1 You shall be required to honour any free gift promotions to all Buyers as specifically stated in your Product page.

6.5.2 In the event that you fail to comply with this provision, ODELA shall be entitled to impose the Specific Penalty set out in Item 15 of Appendix A-2.

Article 7 - Cancellations, Exchange, Return and Refunds

7.1 Cancellation of Order - This policy only applies to non-financing members, which fall under the direct purchase category of procurement in ODELA.

7.1.1 Cancellation by Buyer

(a) Before Delivery

Buyers may, without your approval, cancel their Orders at any time before the Product is prepared/arranged for delivery to the Buyer, being any time before the status of the Transaction is updated on ODELA as "Preparing for Delivery".

(b) During Delivery Preparations - only with Seller Approval

Once preparations for delivery of the Product is in progress (where the status on ODELA is stated as "Preparing for Delivery"), any cancellation will require your approval, subject always to the terms of this Agreement.

(c) No Cancellation After Delivery

(i) Once a Product has been shipped out to the Buyer, the status for the Order on ODELA shall be changed to "Shipping in Progress".

(ii) The Order cannot be cancelled from this point onwards, and any cancellation will need to be made via the return process as set out in the Cancellation, Exchange, Returns and Refunds Policy.

7.1.2 Cancellation by Seller

If any Order or Transaction is cancelled due to reasons attributable to you, including but not limited to unavailability of stock for the Products, delay in sourcing the Products and/or Product wrongly advertised or wrongly priced by you, and/or where Order cancellation rate is not in compliance with the Seller Service Levels, ODELA shall be entitled to impose on you any and all of the General Penalties, as well as the Specific Penalty set out in Item 16 of Appendix A-2 at ODELA's discretion.

7.1.3 Cancellation by Company

ODELA reserves the right, at its sole and absolute discretion, to cancel any Order or Transaction where ODELA is of the view that you are in breach or are potentially in breach of any of the Terms of Use or this Seller Agreement, or are acting inconsistently with the letter or spirit of the Policies.

7.2 Exchanges, Returns and Refunds

7.2.1 Please refer to the Cancellations, Exchange, Return and Refunds Policy for further information in relation to your obligations as a Seller in respect of exchange, returns and refunds.

7.2.2 For the avoidance of doubt, the Cancellations, Exchange, Return and Refunds Policy shall be read together with this Seller Agreement and the Terms of Use as amended from time to time.

7.2.3 Non-compliance with the provisions of the Cancellations, Exchange, Return and Refunds Policy shall entitle ODELA to impose on you any and all the General Penalties or such other penalty as ODELA shall determine at its discretion.

Article 8 - Settlement

8.1 General

8.1.1 The amount payable by ODELA to you for any Transactions completed through ODELA is referred to as the Settlement Amount.

8.1.2 Upon registration as a Seller, you are required to inform ODELA whether you prefer your Settlement Amount to be paid by way of depositing the same into your Seller Cash account or by way of direct transfer to your designated bank account.

8.2 Calculation of Settlement Amount

8.2.1 The Settlement Amount shall be calculated by deducting the Transaction Fees and the Payment Gateway Fees on all Successful Transactions in the following manner:

(a) Transaction Fees shall be calculated based on the Original Price or Discounted Price, as the case may be (excluding Shipping Fees) at the rate stated for a particular category; and

(b) Payment Gateway Fees shall be calculated based on the Transaction Value (including Shipping Fees) at the rate stated by ODELA.

8.2.2 ODELA will remit the “direct price” amount, being the Settlement Amount, shall, at your option, be directly transferred to your bank account of choice.

Market Product Price	=	RM 100.00
Direct Price	=	RM 70.00
Settlement Amount (Product price - OCF -Payment Gateway Fee) *Applicable SST & Logistic Service Fee.	=	RM70.00

Note: *The rate used for the Transaction Fees and Payment Gateway Fees above are for illustration purposes only.

** OCF fees are as prescribed in the approved OCR for ODELA.

8.3 Payment of Settlement Amount

The Settlement Amount shall be paid within one (1) to three (3) Business Days from the date of Purchase Confirmation, as described in Article 8.4 below.

8.4 Purchase Confirmation

A Transaction between you and a Buyer is regarded as complete only upon the occurrence of Purchase Confirmation, via any of the methods as follows:

	Type of Delivery	Type of Confirmation	Procedures for Purchase Confirmation
1	Courier Delivery - trackable by ODELA System	Website Confirmation by Buyer	<p>(a) A Buyer will confirm receipt of the Product ordered and delivered in satisfactory condition (“Delivered”) by logging on to ODELA and complete the payment through the gateway payment.</p> <p>(b) Once Seller has been notified about the purchase, the status will change to “Preparing for Shipment”.</p> <p>(c) For the avoidance of doubt, this option is only available where delivery of the Product is made by a logistics company with a tracking system accessible by ODELA.</p>
		Auto Confirmation by ODELA System	<p>(a) If a Buyer fails to confirm receipt of the Product on ODELA in the manner set out in item 1 specified above, the Product will be deemed to have been Delivered four (4) days after the Product has been delivered to the Buyer as evidenced by the tracking data provided by the logistics company.</p> <p>(b) This option is only available where delivery of the Product is made by a logistics company with a tracking system accessible by ODELA.</p>
2	Courier Delivery - non-trackable by	Auto Confirmation by ODELA	<p>(a) If a Buyer fails to confirm receipt of the Product on ODELA in the manner set out in item 1</p>

	ODELA System	System	<p>specified above and the delivery is not trackable by ODELA system, the Product will be deemed to have been Delivered twenty (20) days from “Shipping in Progress” date (for local Seller) and thirty (30) days from “Shipping in Progress” date (for global Seller), as recorded in ODELA.</p> <p>(b) ODELA system will automatically change the status of the transaction on ODELA as “Purchase Confirmed” upon the expiry of the twenty (20) days referred to above.</p>
3	Seller Self-Delivery	Website Confirmation by Seller	<p>(a) When you deliver a Product without utilizing the services of a logistics company with a tracking system accessible by ODELA, the Product is deemed to have been “Delivered” twenty (20) days from “Shipping in Progress” date.</p> <p>(b) ODELA system will automatically change the status of your Transaction on ODELA as “Delivered” upon the expiry of the twenty-one (21) days referred to above.</p>

8.5 Deferment of Settlement

Notwithstanding the provisions of Articles 8.2 and 8.3, ODELA reserves the right to defer the payment of any Settlement Amount due to any expense or loss which may have arisen due to your fault, or in order to protect against the risk of liability or any other reason as may be specified under the Seller Agreement, such expense or loss to include Shipping Fees and Penalties incurred pursuant to your breach/non-compliance with any of the provisions of this Agreement and/or the Seller Service Levels.

Article 9 - Seller Ranking

9.1 Purpose

9.1.1 In order to maintain minimum levels of customer service and ensure operational service quality for Merchants, ODELA has established a Seller Rating Program (“Program”).

9.1.2 Under the Program, you will be required to ensure that the performance of your obligations as a Seller comply with and meet or exceed the minimum Seller Service Levels across key customer service and operational/logistic dimensions, as determined by ODELA from time to time.

9.1.3 Compliance with the Program is COMPULSORY for all Sellers.

9.2 Seller Service Levels

9.2.1 As a Seller, you are required to comply with the Seller Service Levels.

9.2.2 ODELA shall have the right to review the Seller Service Levels from time to time, and it shall be your responsibility to keep yourself updated on any changes made to the same.

9.3 Penalties for Non-Compliance with Seller Service Levels

Where you are unable to meet the minimum threshold for the Seller Service Levels, ODELA shall be entitled to impose on you any and all the General Penalties or such other penalty as ODELA shall determine at its discretion.

Article 9 - Seller Performance Management

9.1 Purpose

9.1.1 In order to maintain minimum levels of customer service and ensure operational service quality for Merchants, ODELA has established a Seller Ranking Program (“Program”).

9.1.2 Under the Program, you will be required to ensure that the performance of your obligations as a Seller comply with and meet or exceed the minimum Seller Service Levels across key customer service and operational/logistic dimensions, as determined by ODELA from time to time.

9.1.3 Compliance with the Program is COMPULSORY for all Sellers.

9.2 Seller Service Levels

9.2.1 As a Seller, you are required to comply with the Seller Service Levels.

9.2.2 ODELA shall have the right to review the Seller Service Levels from time to time, and it shall be your responsibility to keep yourself updated on any changes made to the same.

9.3 Penalties for Non-Compliance with Seller Service Levels

Where you are unable to meet the minimum threshold for the Seller Service Levels, ODELA shall be entitled to impose on you any and all the General Penalties or such other penalty as ODELA shall determine at its discretion.

Article 10 -Management of Disputes

10.1 Right of Company to Settle Disputes

10.1.1 Trigger Events

You hereby agree that in the event:

(a) that you do not or are unable to respond to a Buyer within such time period as set out in the Seller Service Levels; or

(b) that you are unable to provide a satisfactory resolution to a Buyer in respect of any matter under this Seller Agreement within such time period as set out in the Seller Service Levels; or

(c) where you are unable to resolve a dispute with a Buyer;

then ODELA shall be entitled to negotiate a settlement with the Buyer on your behalf in respect of such disputes.

10.1.2 Submission of Dispute to Customer Service Centre

Any disputes to be decided under this Article 10 shall be submitted to the Customer Service Centre for processing.

10.1.3 Response to Customer Service Enquiries

(a) Where you receive enquiries, claims requests or escalated cases (“Enquiries”) from the Customer Service Centre, you shall:-

(i) respond to a minimum of ninety five percent (95%) of such Enquiries with accurate and complete information, and in a prompt and efficient manner, within twenty four (24) hours; and

(ii) resolve a minimum of ninety percent (90%) of such Enquiries within seventy-two (72) hours;

from receipt of the said Enquiries, or at such other levels and within such time period as may be required under the Seller Service Levels.

(b) In the event of your failure to comply with Article 10.1.3(a), you shall be deemed to agree to ODELA recovering any direct or indirect costs incurred in resolving the said Enquiries.

10.2 Decision made by the Company is Binding

10.2.1 Pursuant to this Article 10, you hereby agree that:

(a) any decision made by ODELA shall be binding on you and the Buyer;

(b) you shall comply with any instructions issued by ODELA, through the Customer Service Centre, pursuant to any settlement or decision; and

(c) any costs incurred in respect of the settlement, including but not limited to refunds, return shipping costs and any other compensation) shall be borne by you.

10.2.2 For the avoidance of doubt, ODELA shall be entitled to recover the costs referred to in Article 10.2.1(c) above by way of setting off the same against any Settlement Amount owed to you.

10.3. Waiver

Notwithstanding the aforementioned clauses, you acknowledge that ODELA is not a judicial or arbitration institution and will make any decision only as an ordinary non-professional person. ODELA does not act as the agent of either you or the Buyer, but acts as facilitator for dispute resolution. Consequently, you agree not to hold ODELA liable and shall waive any claim you may have against ODELA in respect of any decision in respect of the dispute.

Article 11 - Specific Terms & Conditions for Global Sellers

11.1 If you are a Global Seller, you are also required to comply with the specific Terms of Use as set out.

11.2 ODELA shall have the right to review from time to time, and it shall be your responsibility to keep yourself updated on any changes made to the same.

Article 12 - Definitions

In this Seller Agreement, unless the context otherwise requires, the following words and expressions shall have the following meaning:

<p>“Customer Service Centre”</p>	<p>refers to ODELA’s customer service department;</p>
<p>“Discounted Price”</p>	<p>means the discounted amount paid or payable by a Buyer for the purchase of Products, being the Original Price minus the Seller’s Discount, inclusive of SST as applicable;</p>
<p>“Enquiry”</p>	<p>means an enquiry made by a Buyer or potential Buyer in respect of a particular Product, which is submitted via the Q&A section on the Seller Store;</p>
<p>“Seller Fee Terms”</p>	<p>means the schedule setting out the fees for the Services as determined by ODELA which can be accessed at Seller Fee Terms;</p>
<p>“General Penalties”</p>	<p>means the general penalties imposed in the event of any breach of this Seller Agreement and/or the Terms of Use, as listed in Appendix A-1;</p>
<p>“SST”</p>	<p>means Sales and service tax imposed by the Government of Malaysia pursuant to the Sales and Service Tax Act 2018;</p>
<p>“Order Notification”</p>	<p>means a notification issued to you via ODELA system, upon a Buyer making payment for an Order, as referred to in Article 6.1.1;</p>

<p>“Original Price”</p>	<p>means the original selling price at which a Product is offered for sale on ODELA, inclusive of GST as applicable;</p>
<p>“Payment Gateway Fees”</p>	<p>means the fees payable for payment gateway services, being services for third party authorization and processing of online payments on ODELA, chargeable on each Successful Transaction at such rate as determined by ODELA for each specific category;</p>
<p>“Penalties”</p>	<p>means the penalties which ODELA may impose on a Seller in the event of any breach of this Seller Agreement, Policies and/or Terms of Use, being either a General Penalty or a Specific Penalty;</p>
<p>“Prohibited Products”</p>	<p>means Products which are prohibited to be advertised, offered for sale and/or sold on ODELA as listed in Appendix B;</p>
<p>“Purchase Confirmation”</p>	<p>refers to the completion stage of a Transaction between you and a Buyer on ODELA, evidenced by the successful delivery to, and receipt of the Product by, the Buyer in satisfactory condition, as further described in these Terms of Use;</p>
<p>“Purchase Price”</p>	<p>The selling price minus the ODELA Commission Rate of Payment Gateway Fees. Also inclusive of Shipping price and SST (if applicable)</p>
<p>“Seller’s Discount”</p>	<p>means the discount (if any) offered by you for a particular Product at the Seller’s discretion, being a reduction of the Original Price by a certain percentage;</p>

<p>“Seller Rating”</p>	<p>means the rating and grade of a Seller based on such criteria as determined by ODELA from time to time;</p>
<p>“Seller Service Levels”</p>	<p>means the minimum levels of service required by you in the performance of your obligations as a Seller on ODELA, as more particularly specified and accessible at [insert link];</p>
<p>“Settlement Amount”</p>	<p>means the final amount due to you for each Successful Transaction, such amount to be calculated by deducting the ODELA Commission Rate and Payment Gateway Fees from the Transaction Value;</p>
<p>“Shipping Fees”</p>	<p>means the charges for delivery of the Products to the delivery address specified by the Buyer at the point of purchase on ODELA, borne by either you or the Buyer (as stipulated in the Seller Store on ODELA);</p>
<p>“Specific Penalty”</p>	<p>means the specific penalty (or penalties) imposed in the event of any breach of this Seller Agreement and/or the Terms of Use, as listed in Appendix A-2;</p>
<p>“Successful Transaction”</p>	<p>means a successful purchase transaction of the Products, for which each of the following steps has been completed: (a) a Buyer places an order and makes full payment for the purchase of the Products from you via ODELA either through financing disbursement option or direct purchase; (b) you successfully deliver the Products to the Buyer (in the case of services or e-vouchers, delivery may be</p>

	<p>effected by way of physical delivery, email delivery or download of a coupon or voucher for such services); and</p> <p>(c) ODELA system updates and displays the status for that particular transaction as having been completed;</p>
<p>“ODELA Commission Rate”</p>	<p>means the fees chargeable by ODELA on each Successful Transaction at specific rates according to the category of Products, as more particularly specified in the Fees Schedule; and</p>
<p>“Transaction Value”</p>	<p>means the total amount received from a Buyer for the purchase of Products on ODELA, being the Original Price or Discounted Price, as the case may be, plus the Shipping Fees (where the Shipping Fees are to be borne by the Buyer).</p>

GENERAL PENALTIES FOR BREACH / NON-COMPLIANCE - ARTICLE 2.7.1(a)

1. Temporary or permanent suspension of the affected Product listing.
2. Temporary or permanent suspension of Seller Store.
3. Cancellation of Transaction.
4. Loss or forfeiture of all or part of Settlement Amount.
5. Deferment of payment of all or part of Settlement Amount.
6. Set-off of any financial penalties imposed or costs to be recovered, against all or part of Settlement Amount, including future amounts as yet uncollected (where the existing Settlement Amount is insufficient to cover such penalties or costs).
7. Limits placed on Seller account privileges.
8. Downgrading of Seller Rating status.
9. Suspension or termination of membership.
10. Imposition of financial penalties in such amounts as may be provided for under this Seller Agreement.
11. Criminal charges.
12. Claims for damages or loss caused by breach or non-compliance.

SPECIFIC PENALTIES FOR BREACH / NON-COMPLIANCE -ARTICLE 2.7.2(b)

NO	TYPE OF BREACH/NON-COMPLIANCE	RELEVANT PROVISIONS	PENALTIES FOR BREACH/ NON-COMPLIANCE
1	Price manipulation	4.1.2	(a) Any General Penalties; and (b) Immediate suspension of the affected Product listing.
2	Failure to ensure legality of products	4.2.1 and 4.2.2	Any and all General Penalties, which the Company may enforce immediately without notice to you.
3	Selling counterfeit or replica items	4.2.1(a)	(a)Any and all General Penalties, which the Company may enforce immediately without notice to you; (b)Monetary fine, in the minimum amount of RM50.00 per offending Product up to a maximum amount of 10 times of the listed price of the offending Product on the Website.
4	Uploading, advertising, offering for sale and/or selling Prohibited Products	4.3	Any and all General Penalties, which the Company may enforce immediately without notice to you.
5	Provision of inaccurate and/or misleading description of Products	4.4.1	Immediate suspension of the affected Product listing.
6	Referring to, or naming any other e-commerce platform or similar/competing business in description for Products	4.4.2	Immediate suspension of the affected Product listing.
7	Failure to respond to Product Enquiries from Members	4.6.1	(a) Suspension of Product listing until Enquiry is satisfactorily attended to; and/or (b) comply with the required Seller Service Level.
8	Direct dealing	4.7	(a) Any General Penalties; and (b) Immediate suspension of the affected Seller Store
9	Failure to ensure	4.8.1	Immediate suspension of the affected Product

	adequate stock		listing.
10	Breach of requirements for uploading of content	5.1.1	Any and all General Penalties, which the Company may enforce immediately without notice to you.
11	Failure to confirm receipt of Order within stipulated period	6.1.1	(a) Cancellation of Order by Buyer or Company; and/or (b) Revision of Seller Rating.
12	Failure to comply with Pre-Order requirements	6.1.2	Immediate suspension of the affected Product listing.
13	Failure to deliver Products within stipulated period	6.2.3	(a) Cancellation of Order by Buyer or Company; (b)Where the Company deems appropriate, deferment or forfeiture of all or part of Settlement Amount; and/or (c)Any other General Penalties.
14	Using packaging materials which incorporate branding of other companies	6.4.2	Monetary fine of RM10.00 per offending shipment Order.

PROHIBITED PRODUCTS

Tobacco and Nicotine Products

- Cigarettes including kretek and cigars
- e-Cigarettes (including nicotine liquids, non-SIRIM certified- kits, atomisers, tanks, mods and other accessories)
- Tobacco or herb grinder

Pharmaceutical Products

- Pharmaceutical products containing substances banned by the Ministry of Health
- Unregistered pharmaceutical products (where such products require registration)

Medical Devices

- Unregistered medical devices
- HIV test kits

Toys

- Toys without Malaysian Conformity (MC) mark
- Realistic replicas of guns and accessories

Weapons

- Guns and accessories
- Paintball guns
- Airsoft guns
- Blaster guns and slingshots
- Knives longer than 7.6 cm (3 inches)
- Swords

Coin and Currency

- Includes bitcoin and e-currency

Alcoholic Drinks

- Wine, beer, champagne and other spirits

Food

- Foods claiming medical or health benefits not allowed by the Ministry of Health

Products Infringing A Third Party's Intellectual Property Rights (IPR)

- Replicas, counterfeits or pirated versions of an original product

Adult Products

- Adult toys or lingerie which depict genitalia, use explicit language/content in product listing
- Adults films and video games that is for an adult-only audience
- Sexually explicit reading materials (adult magazines, nudist publication, comics etc.)

Telecommunications Equipment

- Non-standard or non-certified telecommunications equipment, which DO NOT comply with Malaysian Communications and Multimedia Commission (MCMC)

Electric and Electronics Equipment

- Non-standard or non-certified telecommunications equipment, which DO NOT comply with Malaysian Communications and Multimedia Commission (MCMC)

Halal Products

- Non-halal products or services which use the “halal” sign unlawfully

Financial Products

- Products and services requiring licence from Bank Negara such as insurance, unit trust, stockbroking, FOREX trading and loans

Other Items Prohibited By Law

- Uniforms of police and armed forces
- Items that promote violence, racism, hatred or offends religious beliefs
- Unlawful multi-level marketing (MLM) schemes or pyramid schemes
- Sales of low value mystery gift with high price