

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

TERMS OF USE

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to ODELA! These Terms of Use describe the terms and conditions applicable to your access and use of the websites. This document is a legally binding agreement between you as the user(s) of the Sites (referred to as “you”, “your” or “User” hereinafter) and ODELA (referred to as “we”, “our” or “ODELA” hereinafter).

1. Application and Acceptance of the Terms

1.1 Your access to and use of the Websites and ODELA’s services, software and products through the Sites, which shall include the Terms (such services, software and products collectively referred to as the “**Services**” hereinafter) is subject to the terms and conditions contained in this document as well as other policies of the Sites that ODELA may publish from time to time. By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms.

1.2 ODELA may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 The Terms may not otherwise be modified except in writing on the websites by the authorized officer of ODELA.

2. Provision of Services

2.1 ODELA provide services only in Malaysia. ODELA cater to the member of merchants located locally in Malaysia or international company that have registered a Sdn Bhd company with Companies Commission of Malaysia (SSM) through a local certified company secretary.

2.2 ODELA acts as e-Marketplace to cater for procurement activities and is one of the disbursement channels for the Bank’s financing members. It is embedded in policy that disbursement of financing can be done directly to ODELA upon approved purchase from the internal disbursement unit of the Bank.

3. Users Generally

3.1. Members

- o Financing members who are receiving financing from the Bank or any financial institutions and intend to procure the products and services via ODELA
- o Public member who are procuring the products and services for their businesses from ODELA
- o Merchants who are also registered as members on ODELA, to exercise the functions as buyers

3.2 As a condition of your access to and use of ODELA, you agree that you will comply with all applicable laws and regulations when accessing or using ODELA.

3.3 You agree that you will not use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.4 ODELA may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that ODELA has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on or through such web sites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of ODELA and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of ODELA's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any information, content or material ("User Content") on the Sites or providing any User Content to ODELA or our representative(s), and to the extent permitted under applicable laws, you grant license to ODELA to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to ODELA,

the operation of the Sites, the provision of any Services and/or the business of the User. You confirm and warrant to ODELA that you have all the rights, power and authority necessary to grant the above license. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services. One User may only register one member's account on the Sites. ODELA may cancel or terminate a User's member account if ODELA has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, ODELA may reject User's application for registration for any reason.

4.2 Upon registration on the Sites, ODELA shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account need to have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member's own business entity (where applicable). Member agrees to notify ODELA immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to ODELA or other Users of the Sites. Member shall compensate ODELA, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the

multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, ODELA shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

4.6 For the purpose of utilization of financing amount and exercise disbursement of financing through ODELA, a member need to upload the letter of instruction on the Business Profile Section. This letter will confirm the authorized personnel allowed to instruct of perform the transaction on ODELA.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize ODELA and our affiliates to share the contact information with other Users or otherwise use your personal information accordance to our Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**"); (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute

or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights and (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

a) be true, accurate, complete and lawful;

b) not be false, misleading or deceptive;

c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;

d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

e) not violate ODELA' other policies;

f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations;

g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

a) carry on your activities on the Sites in compliance with any applicable laws and regulations;

b) conduct your business transactions with other users of the Sites in good faith;

c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;

d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);

e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;

f) not engage in spamming or phishing;

g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;

h) not involve attempts to copy, reproduce, exploit or expropriate ODELA's various proprietary directories, databases and listings;

i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;

j) not involve any scheme to undermine the integrity of the data, systems or networks used by ODELA and/or any user of the Sites or gain unauthorized access to such data, systems or networks;

k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and

l) not engage in any activities that would otherwise create any liability for ODELA or our affiliates.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for ODELA's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, ODELA shall not be obliged to extend the relevant service

period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

5.10 Member acknowledges and agrees that ODELA reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through ODELA and does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

6. Breaches by Members

6.1 ODELA reserves the right in our sole discretion to remove, reject any User Content that you submit to, post or display on the Sites which we reasonably believe is unlawful, violates the Terms, could subject ODELA or our affiliates to liability, or is otherwise found inappropriate in ODELA's sole discretion.

6.2 If any Member breaches any Terms, or if ODELA has reasonable grounds to believe that a Member is in breach of any Terms, ODELA shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by ODELA in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as ODELA may consider appropriate in its sole

discretion; and (v) any other corrective actions, discipline or penalties as ODELA may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

a) upon complaint or claim from any third party, ODELA has reasonable grounds to believe that such Member failed to perform your contract with such third party including without limitation where a Member who supplies products or services using the Sites and Services has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,

b) ODELA has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,

c) ODELA has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or

d) ODELA believes that the Member's actions may cause financial loss or legal liability to ODELA or our affiliates or any other Users.

6.4 ODELA reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, ODELA may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. ODELA shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against ODELA for such disclosure.

6.5 ODELA may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if ODELA has received notice that the Member is in breach of any agreement or undertaking with any affiliate of ODELA and such breach involves or is reasonably

suspected to involve dishonest or fraudulent activities. ODELA reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

6.6 Each Member agrees to compensate ODELA, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of ODELA, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that ODELA is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through ODELA, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. ODELA reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to compensation by the Member, in which event the Member shall cooperate with ODELA in asserting any available defenses.

7. Transactions Between Buyers and Sellers

7.1 Through the Sites, ODELA provides electronic web-based platforms for exchanging information between buyers and sellers of products and services. ODELA additionally provides electronic web-based transaction platforms for Members to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites subject to the terms of the [Transaction Services Agreement](#). However, for any Services, ODELA does not represent either the seller or the buyer in specific transactions. ODELA does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2 Buyers and sellers accessing or using ODELA shall assume the risks of conducting any purchase and sale transactions in connection with or through ODELA. Buyer and sellers accessing or using ODELA shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Sites. Examples of such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract, transportation accidents, the risk that

the manufacture, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or compensation in relation to the assertion of rights, demands or claims by claimants of Third Party Rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through ODELA. All of the foregoing risks are referred to as "Transaction Risks". ODELA is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.3 Buyers and sellers on the Sites are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of ODELA, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

7.4 User agrees to provide all information and materials as may be reasonably required by ODELA in connection with your transactions conducted on, through or as a result of use of ODELA. ODELA has the right to suspend or terminate any User's account if the User fails to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

7.5 In the event that any User has a dispute with any party to a transaction, such User agrees to release and compensate ODELA (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

8. Limitation of Liability

8.1 to the maximum extent permitted by law, the services provided by ODELA on or through the sites are provided "as is", "as available" and "with all faults", and ODELA hereby expressly disclaims any and all warranties, expressed or implied, including but not limited to, any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose. All such warranties, representations, conditions, and undertakings are hereby excluded.

8.2 to the maximum extent permitted by law, ODELA makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, completeness or currentness of any information provided on or through the sites; ODELA does not represent or warrant that the manufacture, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the sites does not violate any third party rights; and ODELA makes no representations or warranties of any kind concerning any product or service offered or displayed on the sites.

8.3 Any material obtained through ODELA is done at each User's sole discretion and risk and each User is solely responsible for any damage to its own or to ODELA's computer system(s) or any loss of data that may result from such material. No advice or information, whether oral or written, obtained by any User from ODELA or through or from the Sites shall create any warranty not expressly stated herein.

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall ODELA or our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to compensate and save ODELA, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's access to or use of ODELA (including but not limited to the display of such User's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to compensate and save ODELA, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to ODELA.

8.6 Each User hereby further agrees to compensate and save ODELA, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites. Each User hereby further agrees that ODELA is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of

damages from such material rests entirely with each User. ODELA reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to compensation by you, in which event you shall cooperate ODELA in asserting any available defences.

8.7 ODELA shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- a) the use or the inability to use the Sites or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through ODELA;
- c) violation of Third Party Rights or claims or demands that User's manufacture, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites or through the Services may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or compensation in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of ODELA; or;
- f) any matters relating to ODELA, however arising, including negligence.

8.8 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not ODELA has been advised of or should have been aware of the possibility of any such losses arising.

9. Unforeseeable Circumstances

9.1 Under no circumstances shall ODELA be held liable for any delay or failure or disruption of the content or the Services accessed or delivered through the Sites resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment

failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

10. Intellectual Property Rights

10.1 ODELA is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with ODELA, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by ODELA are hereby reserved.

10.2 "ODELA" and related icons and logos are registered trademarks or trademarks or service marks of ODELA its affiliates, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 ODELA may have independent third parties involved in the provision of ODELA (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

11. Notices

11.1 All legal notices or demands to or upon ODELA shall be made in writing and sent to ODELA personally.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to ODELA, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

- a) ODELA is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
- b) immediately upon ODELA posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that ODELA sends to you electronically will satisfy any legal requirement that such communication should be in writing.

12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and ODELA with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 ODELA and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such clause.

12.5 ODELA's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of ODELA's right to act with respect to subsequent or similar breaches.

12.6 ODELA shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of ODELA). You may not assign, in whole or part, the Terms to any person or entity.

12.7 If you have any comments on the Services we provide to you, you may contact our customer service support line.