

Web Bytes Sdn Bhd 799832 - T

Nature of Business

F&amp;B

Retail

## 1. BUSINESS DETAILS

Name of Business

Business Registration No.

Business Address

Contact Number

Email Address

## 2. FEES AND CHARGES

RM 4.00 at 3km start

RM 1.50 for each subsequent km

Rate per delivery of the order: Route to route, Driving distance not radius

\*\* The Rates will be revised by Company from time to time and is subject to change at the absolute discretion of Company via 7 days prior written notice.

## 3. COVERAGE OF DELIVERY

Kuala Lumpur and Selangor

## 4. APPLICATION DECLARATION

I hereby declare that the details furnished above are true, complete and accurate to the best of my knowledge and belief and all documents furnished are true and authentic copies. I undertake to inform you of any changes therein, immediately. In case of the above information/document is found to be false, untrue, misleading, misrepresenting or incomplete, I am aware that I may be held for it. I/We agree to be bound by the Merchant terms and conditions available on this application and authorize sharing of the information/document furnished on this form with Web Bytes.

## 5. FOR OFFICE USE ONLY

Date of form returned from the Merchant

(dd/mm/yyyy)

Approved By :	Rejected (Please specify reason)
<p>Sales Manager</p> <p>Name</p> <p>Date</p>	

## 1. TERMS AND CONDITION

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BY USING ANY WEB BYTES SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY ADDITIONAL GUIDELINES REFERENCED IN THIS AGREEMENT. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO USE OUR SERVICES AND BOTH WEB BYTES AND TELEPORT WILL NOT BE LIABLE FOR ANY LOSS INCURRED.

It is hereby set out that by checking the box, you are deemed to have acknowledged to the appointment of Web Bytes Sdn. Bhd. (Company No. 799832-T) and/or Web Bytes's authorised delivery agent Teleport Commerce Malaysia Sdn. Bhd. (Company No. 201801009926 [1271940-D]) as the third party delivery partner on your behalf.

## 2. PAYMENT TERMS

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Web Bytes provides Services which enable Merchants to perform delivery service to their customers. When a Customer places an order on the Platform, and actual payment calculated base on the delivery distance by (kilometres, KM) and charged upon your acceptance of the order and the formation of a Contract. Payments submitted through payment gateway will require successful debiting of the Card at time of payment creation. If a Card is not charged, Web Bytes will not be able to charge the merchant on the delivery fees. You agree not to hold Web Bytes or Teleport Commerce Malaysia responsible for any delay on delivery as a result of failure of charging of card on the charge day itself. After each Payment is processed you are provided with a unique tracking number in relation to your order. The invoice from Web Bytes to Merchants will be within 7 (seven) days of the order transaction. Merchant need to provide correct business name to Web Bytes, in order to issue invoice after every delivery transaction. You represent and warrant to Web Bytes that: a) if you are an organisation, you are duly organised and validly existing (or, if an individual, are of legal age and under no legal disability or incapacity) and have full power and authority to enter into, and take all necessary steps to enable you to lawfully enter into, these Terms & Conditions and the transactions contemplated herein, and perform obligations as mentioned herein.

## 3. DELIVERY SERVICE FEE

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Web Bytes charge Merchants a Service Fee for use of the Services. The Service Fee is charged on a per transaction basis. Web Bytes is merely a service provider that provides delivery services to merchants. All delivery service fee will be calculated as below:

RM 4.00 at 3km start

RM 1.50 for each subsequent km

Rate per delivery of the order: Route to route, Driving distance not radius

\*\* The Rates will be revised by Company from time to time and is subject to change at the absolute discretion of Company via 7 days prior written notice.

## 4. REPRESENTATIONS AND WARRANTIES

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It is hereby represented and warranted that: a) These Terms & Conditions constitutes a legal, valid and binding obligation of yourself in using the Service; b) All the Payments made using the Service are lawful, valid and genuine and do not infringe any money laundering or terrorist financing laws in Malaysia; c) In executing and giving effect to these Terms & Conditions, you will not infringe any provision of any other document or agreement to which you are a party, nor any law or judgment/order binding upon you; d) All information supplied by you is, or at the time it is supplied will be, accurate in all material respects and you will not omit or withhold any information which would make such information inaccurate in any material respect; e) You will provide to Web Bytes on request such information regarding your identity and company details as Web Bytes may reasonably require; and f) You will take all reasonable steps to obtain and provide to Web Bytes all information relating to any or all delivery transactional payments paid to you by your payment gateway provider.

## 5. SUSPENSION OF DELIVERY SERVICE

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Web Bytes may reject future delivery services that is believed the merchant has failed to pay the aging delivery service fee for more than 30 days. Web Bytes and Teleport Commerce Malaysia will not be held liable by Merchants if the delivery service has delayed or stopped or whatsoever and Customers did not received the orders on time. Web Bytes will provide you with notice of any of the above actions.



## 6. PICK UP SERVICE

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The Merchant upon accepting a purchase order from the Customer, prepare and pack such order without delay in accordance with packaging guidelines (as communicated to the Merchant from time to time and at no less than the common standard of Teleport Commerce Malaysia), with a delivery note bearing the details of the Recipient (end user) and the unique tracking number barcode. Teleport Commerce Malaysia will provide the Driver with access to the designated collection point, as reasonably required by the Recipient (end user) to perform the Services. The Driver will collect the Order from the Merchant at the Merchant's designated collection point. During the pick-up, the Merchant will be responsible to ensure the Driver collects the right Order by verifying the tracking number provided by the Driver. In the circumstances of mistakenly picked up by the Driver, the Merchant is responsible to replace the wrong order with the right one and will fully bear the additional charges to the assigned Drivers. After the pick-up of the Order by the Driver, the tracking status will change to "Order on its way".

## 7. LIMITATION OF LIABILITY

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IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WEB BYTES OR TELEPORT BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE CONDITIONS, THE SALE, DISTRIBUTION, DELIVERY, NON-DELIVERY, USE, OWNERSHIP, POSSESSION, OPERATION, TRANSPORTATION, LOADING, UNLOADING OR RETURN OF THE MERCHANDISE, OR ANY CLAIM MADE AGAINST YOU BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, EVEN IF TELEPORT HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. WHILE RECEIVING AND PROCESSING PAYMENTS WE MERELY ACT ON THE INSTRUCTIONS OF OUR USERS AND WE SHALL NOT BE LIABLE FOR ANYTHING EITHER BEFORE DELIVERY OR AFTER WE HAVE PERFORMED THE DELIVERY.