

## TERMS OF SERVICE FOR SELLER

### 1 Introduction

- 1.1 PG Mall Sdn. Bhd. (Company No.: 200801035285 (836625-K)) ("**PG Mall**", "**we**", "**us**" or "**our**") welcomes you to our Platform, <https://pgmall.my/> ("**Website**") and PGMall mobile device application ("**App**") (hereinafter, the Website and the App collectively referred to as "**Platform**"). PG Mall is the owner and operator of the Platform that allows a Seller to advertise, list, offer, sell or make available any of the Products and/or services for their business to a Shopper who may purchase such Products on the Platform. PG Mall is merely an intermediary Platform and is not a party to the transaction between the Seller and Shopper. This is our Terms of Service for Seller ("**TOS**") which constitutes a contract between PG Mall and you ("**you**", "**your**" or "**Seller**") who has registered as a Member on the Platform. By using the Services or registering an Account to be a Seller, you signify your irrevocable acceptance to be bound by these Terms of Service, the Policies and any other terms and conditions and policies posted on the Platform from time to time (collectively, "**All Terms**").
- 1.2 PG Mall shall be entitled at any time and from time to time, to modify, amend or change or add any part or portion of the TOS at our sole and absolute discretion. In such instance, PG Mall 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 the Platform, and by continuing to access the Platform and/or use the Services, you agree to be bound by such modified TOS. As such, it is your responsibility to regularly visit the Platform, view the TOS and All Terms, and keep updated on any changes made to the TOS.

### 2 Definitions

<b>Agreement</b>	means the commercial terms as set out in this TOS and any schedule and appendix hereto as the same may be amended, varied, modified or supplemented by the parties by agreement in writing from time to time;
<b>Applicable Laws</b>	means with respect to any person, any and all applicable constitutions, treaties, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction and to which such person is subject;
<b>Business Day</b>	means a day on which banks are open for business in Kuala Lumpur, and excludes weekends or public holidays;
<b>Confidential Information</b>	means any information which is disclosed by a Party to the other Party pursuant to or in connection with this TOS or obtained or received by a Party as a result of entering into or performing its obligations under this TOS and the negotiations relating hereto, or the provisions or subject matter of this TOS, whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such, and shall exclude information that is readily available from public domain or received from a third party prior to the disclosure by the Party;

<b>Days to Ship</b>	means three (3) working days after the date of the receipt of payment of the Order;
<b>Intellectual Property Rights</b>	means all copyright and Intellectual Property Rights howsoever arising and in whatever media, whether or not registered, including (without limitation) confidential information, trade secrets, goodwill and reputation, patents, trademarks/service marks, trade names, registered designs and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;
<b>Member</b>	means a member of the Platform, registered either as a Shopper or a Seller, who has agreed to be bound by All Terms, and who is entitled to use the Platform to purchase and/or sell Products to other Members via the Platform;
<b>Order</b>	means the order of the Products and/or services placed by the Shopper via the Platform;
<b>Platform</b>	has the meaning ascribed in Clause 1.1;
<b>Policies</b>	shall collectively refer to: -  (a) PG Mall Terms and Conditions; (b) Privacy Policy; (c) Cancellation, Exchange, Returns and Refunds Policy; and (d) all other policies posted on the Platform from time to time (including but not limited to, policies related to fraud actions, off-site transactions, feedback manipulations, and temporary or permanent suspensions of membership of Members);
<b>Product</b>	means a Seller's products and/or services listed for sale on the Platform;
<b>Seller</b>	means a Member who sells the Products through the Platform, subject to the Terms and Conditions as herein contained as well as the Terms of Service and Policies. For the avoidance of doubt, the word "Seller" whenever used in these Terms and Conditions or the Terms of Service, depending on the context in which it occurs, refers to one or more of the following: -  (a) Natural person who sells Products or provides services via the Platform; (b) Local entity which is incorporated and registered under Companies Act 2016; and/or (c) Foreign entity which is incorporated and registered outside Malaysia;
<b>Seller Payment</b>	has the meaning ascribed in Clause 4.7;
<b>Services</b>	means services that are offered by the Company through the Platform to the Members and may include such services provided by third party service providers such as payment gateway services and logistics management services;
<b>Settlement Amount</b>	has the meaning ascribed in Clause 4.8;

<b>Shipment Estimated Time Arrival</b>	means the estimated time for delivery of the Product to the Shopper by the assigned delivery company specified on the Product's detail page;
<b>Shopper</b>	means a Member purchasing any of the Product and/or services from the Seller via the Platform;
<b>Transaction</b>	means a sale and purchase transaction of the Products between a Shopper and a Seller which is conducted online via the Platform; and
<b>Transaction Value</b>	means the face value of Product paid by the Shopper to the Seller in connection to any Transaction.

### 3 Seller Account

- 3.1 To participate as a Seller, the Seller is required to create a Seller account at the Platform ("**Seller Account**") in order to gain access to the use of any Services, information and functions at the Platform that PG Mall may establish and maintain from time to time and in its sole discretion.
- 3.2 The Seller's permission to use the Platform and/or the Services is conditional upon the Seller's agreement that the Seller will provide accurate information when creating the Seller Account. PG MALL reserves the right, at its sole discretion, to approve, reject, suspend or terminate any registration for a Seller Account by anyone and/or the Seller's usage of the Platform and/or Services without providing any reason or whatsoever.
- 3.3 Any person who is under the legal age of 18 years old or the legal age of entering into a validly binding contract hereunder pursuant to the Applicable Laws in your country, shall not be allowed to register for a Seller Account.
- 3.4 Upon registration with PG Mall, the Seller shall provide all information and supporting documents in relation to the Products to be listed on the Platform as well as a copy of all necessary licenses, permits or approvals as required by the Applicable Laws in relation to the Seller's business (if applicable), and other documents as may be requested by PG Mall from time to time ("**Seller Documents**"). The Seller Documents are more specifically listed under **Appendix 3**.
- 3.5 The Seller shall be responsible for preserving and maintaining the confidentiality of all the Confidential Information to the Seller's respective Seller Account. The Seller is also solely responsible for the activity that occurs on the Seller Account, and the Seller must keep its account password secure. PG Mall shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the Seller's failure to comply with this section.
- 3.6 In the event of any breach of security or unauthorized use of the Seller Account, the Seller shall promptly notify PG Mall of such breach. PG Mall shall not be liable for any losses arising out from, in connection to, or caused by any breach of security or unauthorized use of the Seller Account.
- 3.7 PG Mall grants the Seller a non-transferable and revocable license to use the Platform and/or the Services, subject to All Terms. Any breach of All Terms by you shall result in the immediate revocation of the license to access or use the Platform and/or Services granted to you by PG Mall with the relevant notice to you.

- 3.8 PG Mall is not liable for any loss or damage that the Shopper may suffer or suffered as a result of the publishing of inaccurate, misleading or fake information by the Seller or any omission of information. The Seller is solely responsible for the price, merchantability, legality and quality of its respective Product, and compliance with the Applicable Laws, including laws with respect to expiration dates.
- 3.9 PG Mall is not responsible for any additional or variations on the terms, conditions, requirements, limitations and restrictions that may be imposed by the Seller on the Product. In the event that the Seller refuses to honour the Transaction without any reasonable cause or justification or not in contrary to Applicable Laws or All Terms or for any reason whatsoever, the Shopper may have a recourse against the Seller and PG Mall shall not be held liable for the Seller's default. PG Mall, at all times, is not a party in the Transaction between the Shopper and the Seller, save and except for the Products being sold by PG Mall which PG Mall is specifically named as the Seller on record. PG Mall also reserves the right at its sole discretion, to cancel, terminate or alter any Transaction at any time as it deems fit.

#### **4 Transaction Fee**

- 4.1 PG Mall shall be entitled to charge or impose a fee on the Seller upon every successful Transaction completed on the Platform based on the product category and rate as set out in **Appendix 1 ("Transaction Fee")**. The Seller shall be liable to make payment for the Transaction Fee due to PG Mall arising from this Agreement in accordance with the provisions herein.
- 4.2 All Transaction Fee payable by the Seller under this Agreement shall be exclusive of any sales tax, service tax and any other duty or taxes that may be imposed by the government ("**Tax**").
- 4.3 Any such Tax imposed upon the Transaction Fee shall be paid by the Seller to PG Mall over and above the Transaction Fee provided always that PG Mall has complied with all prevailing and existing tax laws at the material time.
- 4.4 PG Mall, at its sole and absolute discretion, may at any time vary the Transaction Fee, and/or advise the Seller of any additional fees or charges by providing prior notice to the Seller.
- 4.5 The Seller hereby authorizes PG Mall to collect the payment of each Transaction from the Shopper on behalf of the Seller. All payments by the Shopper shall be made by using the various payment methods made available on the Platform.
- 4.6 The parties agree all the following conditions shall be fulfilled in order for the Transaction to be deemed a "**Successful Transaction**": -
- (a) the Product was successfully sold through the Platform to the Shopper;
  - (b) the Shopper has duly acknowledged and confirmed, at the Platform, that delivery of the Product is completed, or there is no dispute made by the Shopper in respect of successful delivery of the Product for three (3) days after confirmation of successful delivery of the Product by PG Mall's Logistics Partner (as defined hereinafter), as the case may be; and
  - (c) such other conditions as may be prescribed by PG Mall from time to time at its sole and absolute discretion in a separate terms and conditions (if any) for the respective Product.

What constitutes a Successful Transaction shall be determined by PG Mall at its sole and absolute discretion. For the avoidance of doubt, if any of the above described requirements are not met, a Transaction is not confirmed and shall not be deemed a Successful Transaction and PG Mall is under no obligation to pay the Seller any amount in respect of that transaction.

- 4.7 Subject always to a Successful Transaction, PG Mall shall remit to the Seller's bank account the Transaction Value of the respective Transaction less the applicable Transaction Fee and Tax (if applicable) in accordance with clause 4.8 to 4.9 hereunder ("**Seller Payment**").
- 4.8 For all orders whose status has been updated to "Shipment Received" from Monday to Sunday in an applicable calendar week, PG Mall shall make payment to the Seller on Friday of the following week.
- 4.9 For the avoidance of doubt, it may take another three to five Business Days for the bank to process and transfer the Settlement Amount into the Seller's registered bank account.
- 4.10 Save and except for any clerical and/or manifest error, PG Mall's calculation of the Settlement Amount shall be final and binding on the Seller and shall not in any way be disputed by the Seller.
- 4.11 Any payment made by PG Mall to the Seller shall be without prejudice to any claims or rights which PG Mall may have against the Seller.

## **5 Seller's Obligations**

- 5.1 The following shall be the Seller's obligations: -
- (a) to provide PG Mall with all available information and materials relating to the Product (including but not limited to the Seller's operating hours and business address) to facilitate PG Mall's implementation of the listing of the Product on the Platform;
  - (b) to properly manage and ensure that information such as the price, details and specifications of the Product, inventory amount and terms and conditions for sale of the Product are promptly updated on the Seller's listing of Products on the Platform;
  - (c) to ensure that any and all information and materials relating to the Product is true and accurate;
  - (d) to permit PG Mall to use the name/logo/image/trademark(s) of the Seller for purposes of its marketing efforts on the Platform, marketing materials or in any other channel of communication via the internet or other medium. The Seller also agrees that where it has provided PG Mall with the name/logo/image/trademark(s) belonging to any third party to be used by PG Mall, the Seller has done so pursuant to the express written approval of/license from such third party;
  - (e) to ensure that the Seller is not involved or engaged in the business or activities of promoting, selling, advertising any Product containing articles which are prohibited or restricted under any Applicable Laws, including Products listed under Appendix 2 below.
  - (f) to honour the Transaction;
  - (g) to ensure any contents, information, description, pictures, images, videos or details published, posted, uploaded or furnished on the Platform are not false, inaccurate, misleading, defamatory, inappropriate, indecent, unlawful under Applicable Laws. PG Mall may, from time to time, decide in at our sole and absolute discretion, consider what amounts to or constitutes as inappropriate.
  - (h) to ensure compliance with the Applicable Laws in your country, including any ordinance or regulation, All Terms as may be prescribed by PG Mall;
  - (i) to refrain from any conduct or action that may be deemed as manipulating the price of other Sellers or interfering with other Seller's listings of Product;
  - (j) to refrain from any conduct or action that may be deemed as circumventing or manipulating the fee structure or the billing process as prescribed by PG Mall, or any fees or charges payable, due or owed to PG Mall;

- (k) to not, without PG Mall's prior written consent, transfer or assign the Seller Account to any other person;
- (l) to not use any of the Services provided to you by PG Mall on the Platform to advertise, upload, promote or facilitate any activities relating to the promotion of pyramid schemes, spam or any other unauthorized form of solicitation;
- (m) to provide PG Mall with updates, including but not limited to, the number of Products purchased by the Shopper and all such other matters related or incidental thereto in such manner and in such form as may be prescribed by PG Mall from time to time;
- (n) to not distribute viruses or any other technologies that may harm or disrupt or interfere with the Platform, or the interests or property of PG Mall or any of the Member on the Platform;
- (o) to not infringe any intellectual or proprietary rights of any third party or any other person by copying, modifying, or distributing PG Mall's contents from the Platform and PG Mall's copyrights and trademarks, without PG Mall's prior written consent;
- (p) to not collect any personal data or information of any Member of PG Mall on the Platform, including but not limited to email address, phone number or address without the prior consent owner of such data;
- (q) to not involve, participate or conduct in any conduct or activities which uses existing Seller Account or creating new Seller Account with the purpose of circumventing;
- (r) to not directly or indirectly, offer or provide any improper or corrupt payments, gifts or things of value to any person; and shall comply at all times with the anti-corruption/anti-bribery and anti-money laundering laws and regulations of all applicable jurisdictions which it operates in;
- (s) to not involve, participate or conduct in any activity which involves copying or transferring any unauthorized or unverified or illegitimate contents from any other third-party sources to the Platform; and
- (t) to do such acts and provide such information and documents as may be requested by PG Mall from time to time.

5.2 The price of Products for sale will be determined by Seller at its own discretion. The Seller may wish to take into consideration all relevant factors, including but not limited to, the Transaction Fee, shipping fee and other fees that may apply to the sale of the Product. The price of a Product and shipping fee shall include the entire amount to be charged to Shoppers such as Tax, tariffs, etc., if any, and Seller shall not charge Shoppers such amount additionally and separately other than the fixed selling price.

5.3 The Seller may choose to deliver Products via PG Mall's preferred delivery company ("**PG Mall's Logistic Partner**") or the Seller's own preferred delivery company. All shipping costs shall be borne by the Seller. In the event the Seller decides not to bear the shipping cost, the Seller shall inform PG Mall of the same whereas such shipping costs shall be borne by the Shopper. In respect to the delivery service provided by PG Mall's Logistic Partner, the Seller hereby acknowledges and agrees that the estimated shipping costs prior to shipment are not binding and PG Mall's Logistic Partner reserves the right to determine and revise the shipping costs.

5.4 For the avoidance of doubt, the Seller shall be responsible to perform and observe all the obligations and conditions to be performed and observed by the Seller under its contract with the Shopper (including the Transaction for the Product) and PG Mall shall have no obligation of any kind whatsoever in relation thereto or be under any liability whatsoever in the event of any failure, loss, damage or injury caused or contributed by the Seller in performing such obligations. The Seller agrees to indemnify and hold PG Mall harmless from all loss, costs, claims, damages or liabilities whatsoever arising out of the performance, non-performance and/or failure of performance of the Seller's obligations under such contracts.

- 5.5 The parties further agree that the Seller is the issuer of the Product and shall be fully responsible to honour the Product and further that the Seller shall be fully responsible for any and all loss, injuries, illness, damages, claims, liabilities and costs suffered by or in respect of to any Shopper, caused in whole or in part by the Seller or the Product.
- 5.6 In the event if PG Mall, is unsatisfied or has any reasonable grounds to suspect that the Seller has committed one or more of the following actions: -
- (a) breached any term of this TOS of any term of All Terms;
  - (b) breached any policies issued and implemented by PG Mall;
  - (c) infringed any Intellectual Property Rights of any other third party;
  - (d) acted fraudulently; and/or
  - (e) acted in a manner that is detrimental to the interest of PG Mall and any other users on the Platform;
- 5.7 PG Mall shall, without prior notice to the Seller, reserves the right to, including but not limited to the following actions: -
- (a) suspend or terminate the Seller Account without notice;
  - (b) limit access of to the Seller Account's features and privileges;
  - (c) cancel the Seller's Product listing;
  - (d) forfeit the Seller Payment;
  - (e) report to relevant authorities to procure criminal charges (if applicable); and/or
  - (f) initiate civil actions to claim for damages and all other relevant reliefs.

## **6 Promotional Events**

- 6.1 PG Mall may, at its sole discretion, from time to time offer various promotions, events and activities in any form as it deems appropriate to the Seller to participate on the Platform to create, encourage and sustain Shopper's interest in the Products listed on the Platform ("Promotion").
- 6.2 The Promotion shall be subject to a separate promotion policy and such other procedures as may be determined by PG Mall from time to time, at its sole and absolute discretion ("Respective Promotion Policy").
- 6.3 While choosing to participate in the Promotion, the Seller is, apart TOS, requested to peruse and understand the separate terms which governs each individual Promotion. Under certain circumstances, PG Mall may, at its sole discretion, at any time and with prior notice to the Seller, withdraw, modify, suspend, cancel or delete all, or a part of the Promotion, the Respective Promotion Policy or other terms and conditions governing such Promotion.
- 6.4 The Seller hereby agrees and allows PG Mall, at its discretion, to conduct in Promotion for and on behalf of the Seller in order to induce transactions between Shoppers and Seller by reducing, discounting or refunding the Transaction Fee; by giving free gifts or in any other ways. For the avoidance of doubt, if there is any adjustment to discount or refunding of the Transaction Fee due to the Promotion, it shall not affect the originally determined Settlement Amount payable to the Seller.
- 6.5 For the purpose of promoting the sales of Products listed by Seller in conjunction with the Promotion, PG Mall may, subject to the Seller's consent, post, publish or upload such Products with the Product's information and description provided by the Seller, at an adjusted price, on any other third-party websites,

such as portal sites and price comparison sites, and other websites operated by PG Mall and / or its affiliates. For avoidance of doubt, the Seller shall be paid in accordance to the adjusted price agreed by the Seller with no deductions or set off on any Promotions, discount or refunding by PG Mall on the difference between the original price and the adjusted price and the Seller shall first approve the contents and artwork of any usage of Seller's Products, brand, image, business and related identification.

## **7 PG Mall's obligations**

7.1 PG Mall shall ensure compliance with all the Applicable Laws in providing and maintaining the Platform and its Services for all the Members.

7.2 PG Mall shall use commercially reasonable and practical efforts in taking steps or measures to avoid any delay in processing any Transaction or to resolve any disruption or interference to the Platform, as reasonably practical to do so, that may prevent the Shoppers from access, browse or purchase the Products on the Platform.

7.3 Notwithstanding the foregoing, PG Mall cannot guarantee continuous or secure access to the Services, and operation of the Platform may be interfered with by numerous factors outside of PG Mall's control. Accordingly, to the extent legally permitted, PG Mall makes no representations or warranties of any kind with respect to the systems operated by PG Mall or any software and hardware provided, or any part thereof, express or implied, and shall not be liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages which may be suffered or incurred by the Seller or the Shopper or any third party in connection with the use of the Platform including (without prejudice to the generality of the foregoing) any loss of profit in consequence of a breakdown in providing the Services or part thereof.

## **8 Intellectual Property Rights**

8.1 The Seller shall ensure that all contents including listings, information, specifications, photographs, and Products for sale, as supplied or provided by Seller on the Platform do not infringe or violate any Intellectual Property Rights, whether registered or unregistered including but not limited to trade mark rights, patent rights, copyrights, trade names, domain names, portrait rights, design rights, utility models, trade secrets, know-how, confidential information, database rights, software rights, semiconductor and / or circuit layout rights and all various other Intellectual Property Rights subsisting in any part of the world belonging to third parties.

8.2 The Seller shall also ensure that the use of such Intellectual Property Rights is with the prior, approval or consent of such Intellectual Property Rights' owner. Should there be any proven claims of infringement or violation of Intellectual Property Rights made by any third-party against the Seller's use of Intellectual Property Rights on the Platform, PG Mall shall not be liable to any liabilities arising from the claims made by the third-party and PG Mall may at its sole discretion to permanently remove, take down the listing, information, specification, photograph of the claimed Products and/or any such infringing materials.

8.3 PG Mall reserves the right to disclose any information or material of the Product provided by the Seller, any blog, comments, contents or posts published, uploaded, posted on any Member's blog on the Platform to any of the PG Mall's affiliated third parties' websites for the purposes of promoting the Product with prior consent from the owner of such information, content or post.

8.4 The Seller agrees to defend, indemnify (and keep indemnified) and hold harmless of PG Mall (and its officers, directors, affiliates, agents, subsidiaries, joint ventures, any third-party service provider) from all



actions, claims and demands which may be instituted or made against the PG Mall arising from the Seller's unauthorised use of Intellectual Property Rights or violation of any applicable intellectual property laws.

- 8.5 The Seller shall notify PG Mall as soon as practicable of any complaints or alleged claims of infringement of Intellectual Property Rights by any third party.
- 8.6 The parties shall not, during or after the expiry or termination of this TOS, use the other Party's name (a) in or as the whole or part of its own trademarks, domain names and / or trade names; (b) in a manner which may be confusing, misleading and / or deceptive; and (c) in a manner that disparages the other Party.
- 8.7 The parties agree that this TOS does not give rise to one Party having any legal or beneficial rights, title, interest or claim to Intellectual Property Rights of the other Party. At all times, the Intellectual Property Rights and in particular, brand names of each Party remain the sole properties of that Party.
- 8.8 The rights and obligations under this clause shall survive the expiration or termination of the Seller Account.

## **9 Product**

- 9.1 The Seller hereby agrees to submit all new Product to PG Mall's Product Verification Panel ("Panel") for review and approval before the listing of the new Product on the Platform. Upon submission of the new Product by the Seller, the Panel shall respond to the Seller within two (2) Business Days. Once the Seller's submission has been approved by the Panel, PG Mall shall display the Seller's Product and publish on the Platform as directed by the Seller.
- 9.2 PG Mall reserves the rights to reject or refuse to approve, publish or display the Product, at its sole and absolute discretion. In the event the submission is rejected or disapproved by the Panel, the Seller may make the necessary amendments or adjustments as may be required by the Panel and resubmit the same to the Panel for approval.
- 9.3 The Seller hereby warrants as follows: -
  - (a) that all Products listed on the Platform are original, of merchantable quality, genuine, authorized, legitimate and/or meets the specifications and conditions as prescribed by the Shopper and does not infringe the Intellectual Property Rights of any third party, or violate any Applicable Laws. The Seller shall furnish any evidence or proof to PG Mall when requested to prove that Seller is the owner and / or is allowed, permitted and / or authorized to use Intellectual Property Rights embedded in or used in conjunction with the Product listed on the Platform; and
  - (b) that all Products listed and sold on the Platform are and will be in strict compliance with all Applicable Laws and the applicable advertising standards in Malaysia, that may from time to time, revised by the government or relevant authority under the Applicable Laws.
- 9.4 If the Seller violates any of its warranty as provided herein and such violation is not remedied within thirty (30) days of Seller's receipt of written notice thereof from PG Mall, PG Mall shall have the right to pursue any action set out in clause 5.6 above or permanently or temporarily remove, refuse to post any or all Products or content listed or published by the Seller on the Seller Account.

## **10 Delivery**

- 10.1 The delivery of the Products to respective Shopper in connection to any Transaction shall be subject to a separate delivery policy and such other procedures as may be determined and published by PG Mall from time to time, at its sole and absolute discretion.
- 10.2 The Shopper shall be responsible for all costs incurred for shipping the Products and where applicable, the Shopper shall be responsible for payment of all delivery fees, customs duties, taxes and any other charges related to the shipping and custom clearance of Products. Any costs assessed against or incurred by the Seller and/or PG Mall in relation to shipping and customs clearance shall be payable by the Shopper.
- 10.3 Upon receipt of the payment from the Shoppers, Seller will receive an auto generated email notification to process the Order(s). The Seller shall perform its obligations under the Transaction and take necessary actions to ensure delivery of the Product within three (3) working days after the date of the receipt of the payment notification of the Order ("**Days to Ship**"). Should the Seller fail to deliver the Product within Days to Ship without obtaining the prior written approval from PG Mall, PG Mall shall, upon the Shopper's request, reserve the right to cancel the order on behalf of the Seller after seven (7) days from the date of receipt of payment from the Shoppers and refund any amount made by the Shopper in accordance with the Cancellation, Exchange, Return and Refunds Policy in force at such time. In that event, PG Mall shall have a right to impose a penalty fee in the amount equivalent to 5% of the transaction amount excluding shipping fees to be solely borne by the Seller for every Transaction cancelled by PG Mall pursuant to this clause.
- 10.4 The Seller shall ensure the shipping and delivery information including the name of the delivery company, the tracking number, and other particulars pertaining to the Order are accurately displayed on the Platform. Prior to the shipment of the Product, the Shopper is given the chance to cancel the Order with the Seller's prior approval. PG Mall shall not be responsible or liable for any losses or damages to the corresponding Seller due to such cancellation, provided that PG Mall, its representatives or related personnel has not contributed to such delay.
- 10.5 The Seller shall take all reasonable actions to fully cooperate with PG Mall's Logistics Partner to ensure the Shopper receives the Product within the time period (Shipment Estimated Time Arrival) specified on the Product's detail page. If Seller fails to deliver the Product within such period or the Product was not received by the Shopper due to, reasons not attributable to the Shopper but due to the Seller's negligence, act or omission, such as delivering to wrong address, the Seller shall bear all liabilities relating thereto.
- 10.6 The total liability of PG Mall to the Shopper in the event there is any loss or damage to the Product which are the subject of delivery by PG Mall's Logistics Partner and where PG Mall is responsible for the risk, shall be only limited to the Transaction Value of such Product.
- 10.7 In the event that there is any loss or damage to the Product which are subject of delivery by PG Mall's Logistics Partner, where such loss or damage is caused by the Seller's instructions, the Seller's failure to comply with All Terms or the separate delivery policy, related to the decay of perishable Product, or otherwise directly or indirectly caused by the Seller or its agents or contractors, PG Mall shall not be liable for any such loss or damage thereof.

## **11 Cancellation, Exchange, Return, and Refund**

- 11.1 The cancellation, exchange, return and refund of the Product by respective Shoppers in connection to any Transaction shall be subject to a separate policy of the respective Product and such other procedures

as may be determined by PG Mall from time to time, at its sole and absolute discretion (“**Cancellation, Exchange, Return and Refunds Policy**”).

- 11.2 The Shoppers may, prior to the shipment of the Product, cancel the Order at any time. Once the status of the purchased Product shows "Shipped" on the Platform, the Shopper's request for cancellation will be subject to the Seller's and PG Mall's approval. In the event of any conflict arises out of or in connection to the decision to allow or reject such cancellation, PG Mall's decision shall prevail. The Shoppers may report to PG Mall at 011-1050 9888 / [enquiry@pgmall.my](mailto:enquiry@pgmall.my) for any non-arrival, request for the return, or exchange of the Product at any time within the Order Finalization Period (OFP). Order Finalization Period (OFP) ends at 24 hours after Shipment Estimated Time Arrival, which is determined by Seller.
- 11.3 In the event of return of Product received by the Shopper, the Seller is required to provide the accurate address and contact details for the Shopper to return the Product. The Seller agrees to handle all return procedures of the respective Product and PG Mall shall not in any event, serve as handling agent for such return.
- 11.4 Upon receiving any return/exchange requests from Shoppers, the Seller must respond with either approval or rejection within two (2) Business Days. Should the Seller fail to respond within the stipulated time frame, PG Mall may assume that the Seller has accepted the Shopper's request to return or exchange and shall automatically proceed with the refunds. Upon receiving the Products returned from the Shopper, the Seller shall verify and check the conditions of returned Products and confirm the respective return is successful. In the event the Seller wishes to dispute the Shopper's return of the Products, or the Shopper's request for refund of the Product, or exchange of the Product, PG Mall may postpone or delay the refunds upon the Seller's requests with the Seller's provision of supporting documents on reasonable grounds.
- 11.5 Any costs incurred from, or arising out of the return/exchange/refund of the Product by the Shopper shall be borne by the defaulting party attributable to such Transaction and PG Mall shall not be liable for any matter arising from or incidental to the return, exchange or refund of any Transaction.
- 11.6 For exchange of the Product(s) due to defects in the Product or delivery of wrong Product, the Shopper must return the Product to the Seller. The Seller will deliver the replacement Product to the Shopper after the Seller receives the returned Product. The Seller is obligated to inform the new tracking number for the delivery of the replacement Product to the Shopper. For exchange of the Product(s) due to the Shopper's change of his / her mind, the exchange must be pre-approved by the Seller and re-delivery charges will be completely borne by the Shopper. The re-delivery payment charges must be paid by the Shopper to the Seller after the Seller agrees to exchange the Product(s) and the Seller has received the returned Product(s) from the Shopper.

## **12 Privacy or Personal Data Protection**

- 12.1 The parties agree and undertake to preserve and maintain in confidence all Confidential Information received from the other party except to the extent such information is public knowledge or becomes public knowledge other than by breach of this TOS.
- 12.2 The foregoing obligations shall not apply to any Confidential Information which:
  - (a) is or becomes generally available to the public through no action by the receiving party or its representatives in violation of this TOS;

- (b) was known to the receiving party or becomes available to the receiving party, on a non-confidential basis, from a source other than the disclosing party which is not known to the receiving party to be prohibited from disclosing such information by a contractual or legal obligation of confidentiality;
  - (c) is disclosed with the disclosing party's prior written consent;
  - (d) is independently developed by personnel having no access to the Confidential Information or otherwise independently obtained by the receiving party; and
  - (e) is required to be disclosed by law, court order, government directive or guidelines or where otherwise so required by any relevant authorities provided that the receiving party promptly notifies the disclosing party in writing of such demand for disclosure so that the disclosing party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.
- 12.3 If PG Mall has any reason to believe that any Seller is in breach of any of the terms of this TOS, PG Mall reserves the right to fully cooperate with governmental authorities in the investigation of any potential or ongoing criminal or civil wrongdoing. PG Mall may disclose, as required by law, court order, government directive or guidelines or where otherwise so required by any relevant authorities, the Seller's identity and contact information, or such other transaction-related data. The Seller hereby agrees to indemnify (and keep indemnified) and hold PG Mall harmless from any claim, damages, cause of action, liabilities or results arising from such disclosure.
- 12.4 Each party shall establish, implement and maintain a security programme that protects the data provided by the other party (if any) and that includes all appropriate administrative, physical, procedural and technical information security safeguards to protect the other party's data from accidental, unauthorized or unlawful destruction, alteration, modification, access, disclosure or loss.
- 12.5 The Seller hereby consents that the personal information or data collected will be processed by PG Mall in accordance with the privacy policy and the data protection laws of Malaysia.
- 12.6 PG Mall hereby represents, warrants and undertakes to fully comply with the provisions of the Personal Data Protection Act 2010 ("**PDPA**") and any other laws applicable to the processing (as defined in PDPA) of any information in respect of commercial transaction, that relates directly or indirectly to an individual who is identified or identifiable from that information or from that and any other information in the possession of PG Mall in connection with this TOS, including any sensitive personal data and expression of opinion about such individual ("**Personal Data**").
- 12.7 Before using this Platform and/or Services, the Seller must read and consent to the processing of the Seller's personal data as described in the Privacy Policy. For a complete description of how PG Mall uses and protects a Member's personal data, the Seller may refer to the Privacy Policy which can be found at <https://pgmall.my/index.php?route=common/privacy>.
- 12.8 By continuing to access the Platform and using the Services, the Seller is deemed to have accepted the terms of the Privacy Policy. Please do not use our Services or the Platform if the Seller objects to his/her/its personal data being used in the ways described in the Privacy Policy.
- 12.9 The rights and obligations under this clause shall survive the expiration or termination of the Seller Account.

## 13 Content

- 13.1 The Seller and/or the Shopper may post, publish or submit to the Platform any reviews, comments, photographs, videos, sounds, music, graphics, suggestions, ideas, comments, questions, or other materials pertaining to the Product (collectively as "**Content**").
- 13.2 The Seller acknowledges that PG Mall shall not be liable for any damages resulting from any breach by the Shopper ~~from~~ or any harm resulting from the Shopper's submission of Content. PG Mall does not represent or warrant that any Content submitted by the Shopper is accurate, and or that it is free from mistakes, omissions, falsehoods, defamation, obscenity, pornography or profanity, any breach of Applicable Laws or interference with the rights of a third party or contain any software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "*spam*". The Seller acknowledges that all the positive or negative reviews on the Platform shall be treated as equal. Any Content on the Platform is the Shopper's personal experience and PG Mall shall retain such Content on the Platform provided that such Content does not violate any of PG Mall's content policy.
- 13.3 The Seller understands that the Platform is public and that PG Mall may use, modify, edit, delete or republish such Content in such manner or medium as may be determined by PG Mall ~~at~~ at its sole discretion.
- 13.4 For the avoidance of doubt, PG Mall shall have the right, but not the obligation, to pursue any one or more of the following actions with regard to the submission of Content by the Shopper via the Platform:
- 
- (a) to monitor or review the submission of Content;
  - (b) to remove or refuse to post any Content within the Platform that PG Mall deems, at its sole discretion, which violates the content policy as may be prescribed by PG Mall; and
  - (c) to suspend or terminate the access to the submission of Content on the Platform as PG Mall deems appropriate in the circumstances.
- 13.5 Provided that the Content does not violate any of PG Mall content policy, PG Mall reserves its right, and at its sole discretion, to maintain any negative Content pertaining to the Product unless it is proven otherwise by the Seller in writing to PG Mall that the Content contains mistakes, omissions, falsehoods, defamation, obscenity, pornography or profanity, any breach of law or interference with the rights of a third party.

## **14 Other Businesses**

- 14.1 PG Mall and Seller's engagement herein is on a non-exclusive basis. Any other parties other than PG Mall may provide services, sell products or list advertisement on other platform and such other platform may link to any other platform of affiliated companies and on certain other companies. PG Mall is not responsible for examining or evaluating, and also does not provide any representations or warranties on the Products or businesses or individuals or the contents of their platform. PG Mall does not assume any responsibility or liability for the actions, Product and contents of any such affiliated companies and any other third parties.
- 14.2 PG Mall is allowed at its own cost participate in digital/on-site advertisement at all Seller's retail outlets nationwide in Malaysia as approved by the Seller. The parties shall properly manage and ensure that relevant information such as the price and the details of Products, and terms and conditions for such sales are updated. The Seller shall approve the outlet, the designated area in the outlet, the art work and all relevant contents of the advertisement prior to its publication. PG Mall shall furnish the Seller with all

valid licenses, approvals, consents and relevant documentations pertaining to the advertisement and PG Mall shall adhere to all of Seller's policies and rules towards the installation, maintenance, removal, transfer and all relevant matters concerning the advertisement.

## **15 Access and Interference**

15.1 The Seller acknowledges that the Platform may contain robot exclusion headers and all the information and content on the Platform and all software compilations are updated on a real-time basis and are proprietary or licensed to PG Mall by the Members of the Platform or third parties. The Seller agrees not to use or launch any automated system, software and/or hardware, including without limitation, "robot(s)", "spider(s)", "scraper(s)" or any other similar automated means to access the Platform or use its Services for any purpose without PG Mall's prior written permission.

15.2 The Seller agrees that it shall not: -

- (a) take any action that imposes or may impose, an unreasonable or disproportionately large load on the Platform's infrastructure;
- (b) copy, reproduce, modify, create derivative works from, distribute, publicly display any content, promoting and redistributing any part or all of the Services or in connection with our business except for Seller's own information, on any media formats and through any media channels without the prior written permission of PG Mall;
- (c) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform; or
- (d) bypass the internal workings (including security features) or any other measures of PG Mall's Platform for any purposes whatsoever.

## **16 Limitation of Liability and Indemnity**

16.1 Notwithstanding any other provisions herein, if PG Mall is nevertheless found liable to the Seller to the extent permitted by the Applicable Laws, the aggregate liability of PG Mall and its affiliates and its shareholders, directors, officers, employees, agents, affiliates, employees, agents, officers and representatives towards the Seller or anyone claiming through the Seller for all claims arising from the Transaction, tort or equity or any other causes of action shall not exceed **RINGGIT MALAYSIA THREE HUNDRED (RM300.00) ONLY**.

16.2 The Seller agrees to further defend, indemnify (and keep indemnified) and hold PG Mall and its affiliates, and their agents, directors, officers, employees, successors and/or assignees, harmless from and against any claims, liabilities, damages, costs, judgments, losses or expenses (including reasonable legal fees on a full indemnity basis), arising out of or in connection with: -

- (a) the Seller's violation or breach of any terms, conditions, representations and warranties of this TOS or any of All Terms, including warranty with respect to the merchantable quality of the Products or any Applicable Laws, including any local laws or ordinances, whether or not referenced herein; and/or
- (b) PG Mall's enforcement or attempt to enforce the obligations of the Seller, other than where any such claim, liabilities, damages, costs, judgments losses or expenses arises solely as a result of PG Mall's negligence.

16.3 Notwithstanding any other provision herein, it is agreed that neither party shall be liable to the other party for any loss of profit, goodwill, business opportunity, and anticipated savings or for any indirect, special or consequential loss or damage suffered or flowing from this Agreement, even if reasonably contemplated or if such other party has been advised of the possibility of such loss or damage.

16.4 The rights and obligations under this clause shall survive the expiration or termination of this Agreement.

## **17 Termination**

17.1 Either Party shall be entitled to terminate this Agreement and any Services provided to the Seller by providing at least thirty (30) days of written prior notice to the other party without assigning any reason whatsoever.

17.2 PG Mall may unilaterally and immediately terminate the Agreement with the Seller and restrict the Seller's use of the Services provided by PG Mall by giving written notice to the Seller upon occurrence of any of following events: -

- (a) the Seller commits a breach of this TOS or any of All Terms which shall not be capable of remedy;
- (b) the Seller commits a material breach of this TOS or any of All Terms and fails to remedy the same within fourteen (14) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;
- (c) the Seller enters into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction arrangement with its creditors or have a receiver appointed in respect of all or any part of its assets or takes or suffers any similar action in consequence of debt;
- (d) such termination is necessitated by any order or directive from any lawful, regulatory, governmental or statutory authority having jurisdiction over the matters herein;
- (e) such aforementioned directive or regulation expressly prohibits either party from performing its obligations under this TOS;
- (f) the Seller ceases or threatens to cease carrying on its business; or
- (g) both parties agree to a mutual termination.

17.3 Upon termination of this Agreement, the Services provided by PG Mall to the Seller shall be terminated with immediate effect and PG Mall may within 24 hours from termination, permanently remove all of the Seller's listings, publications and Content on the Platform.

17.4 Within seven (7) Business Days from the termination date, PG Mall shall provide the Seller with a final summary of the total outstanding value of Settlement Amount for settlement purposes. All orders that have yet to be processed by the Seller and that such Product has not been shipped out by the Seller shall be cancelled and any payments received from the Shoppers shall be refunded by PG Mall without further notice to the Seller in accordance with Cancellation, Exchange, Return and Refunds Policy.

17.5 The expiry or earlier termination shall be without prejudice to and shall not affect any pre-existing liabilities of either party and shall not relieve either party of those obligations that by their nature shall survive such expiration or termination, including but without limitation to Products purchased by the Shopper prior to termination.

## **18 Anti-Corruption**

- 18.1 Either Party shall not receive or agree to receive from the other Party or offer or give or agree to give to the other Party and/or any public officials any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the execution of this TOS. A breach of this condition by either Party or by anyone employed by it or acting on its behalf which it has reason to believe has or has attempted to commit an act which is an offence under the Malaysian Anti-Corruption Commission Act 2009 shall entitle the other Party to forthwith terminate the Services at any time by giving immediate written notice to that effect and recover the amount of any loss resulting from such termination.
- 18.2 Either Party shall comply at all times with the applicable laws in Malaysia including, without limitation to Malaysian Anti-Corruption Commission Act 2009, which shall include any of its latest and updated versions and/or those pertaining to anti-corruption and shall inform the other Party in reasonable manner if it learns, or has any reason to know of any violation of such Applicable Laws that occurred or may have occurred in performing its obligations under this TOS.

## 19 Notices, Requests and Demands

- 19.1 The Seller hereby consent to all notices and other communication method as follows: -
- (a) any notice required to be served by either Party hereto on the other Party shall be in writing and shall be deemed sufficiently served if sent by registered post addressed to such other Party at its respective address stated herein or at its last known address in Malaysia;
  - (b) any notice, demand or request sent to the Seller's last known email address provided by the Seller and such notification shall be deemed received after sending;
  - (c) any notice, demand or request dispatched by ordinary post shall be deemed received forty-eight (48) hours after posting.
- 19.2 Any notice to be given to PG Mall shall be in writing and shall be delivered by hand or by registered or recorded delivery post or by electronic transmission to the following address and/or email address: -

Address : PG Mall Sdn. Bhd.  
Menara Public Gold,  
249, Jln Tun Razak, Imbi,  
50400 Kuala Lumpur,  
Wilayah Persekutuan

Email Address : [merchant@pgmall.my](mailto:merchant@pgmall.my)

## 20 Force Majeure

- 20.1 Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in the performance of their obligations under this TOS if the delay or failure results from any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, movement control order, technical or system failure, governmental laws or regulations, or any other event beyond the reasonable control of the Parties ("**Force Majeure Event**"), provided that the Party affected by Force Majeure Event shall: -
- (a) as soon as practicable, serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which such Party is unable to discharge or perform its



obligations, the cause(s) for the inability of such Party to perform or discharge its obligations and the estimated period during which such Party is unable to perform or discharge its obligations; and

(b) where applicable, promptly take and continue to take all action within its powers to minimise the duration and effect of the Force Majeure Event on such Party.

20.2 The Party that may invoke this clause shall use commercially reasonable efforts to reinstate its ongoing obligations to the other Party as soon as practicable.

20.3 If any Force Majeure Event shall continue for a period exceeding one (1) month, then either Party may at any time thereafter, upon giving notice to the other, elect to terminate the Services.

## 21 Miscellaneous

21.1 The terms of this TOS and any updated version of this TOS constitute the entire agreement between PG Mall and the Seller concerning its subject matter and supersede all previous agreements, arrangements and/or understanding between the Parties.

21.2 The Seller is an independent contractor and is not an agent, representative, joint venturer, partner, employee, publisher, distributor or endorser of PG Mall. No fiduciary relationship exists between PG Mall and the Seller.

21.3 The Agreement will inure to the benefit of PG Mall, its successors and assigns and may be transferred by PG Mall to any party without the Seller's prior approval with notice to the Seller. This Agreement is personal to the Seller and it shall not, without the prior written consent in writing of PG Mall, assign, novate or otherwise deal with the whole or any part of this Agreement or its rights or obligations hereunder.

21.4 A delay or failure of any party to exercise any right or remedy pursuant to this Agreement will not operate as a waiver of the right or remedy and a waiver of any particular breach will not be a waiver of any other breach. All rights and remedies under this Agreement are cumulative and the exercise of one right or remedy will not limit the exercise of any other right or remedy.

21.5 The Agreement is governed by and construed in accordance with the laws of Malaysia. If any provision of this Agreement is declared void, invalid illegal or unenforceable by any competent Court of jurisdiction of Malaysia, such provision shall be deemed severable and the remaining provisions shall remain enforceable and effective.

21.6 Any dispute or claim between the parties hereto, arising out of or in any way connected to this Agreement, or any breach or alleged breach thereof, shall be settled and resolved between the parties amicably, within thirty (30) Business Days ("**Dispute Resolution Period**") of such dispute being brought to the notice of the Parties.

21.7 In the event of failure to resolve the dispute within the Dispute Resolution Period, the dispute shall be referred to arbitration and to be decided in accordance with the arbitration rules of the Asian International Arbitration Centre, by a sole arbitrator or a panel of arbitrators. The location of the arbitration proceedings shall be held in Malaysia. The language for the proceedings of the arbitration shall be in English.

- 21.8 The non-prevailing party, as determined by the arbitrator, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing Party, as determined by the arbitrator, in connection with any dispute unless the arbitrator directs otherwise.
- 21.9 Nothing shall preclude a party from seeking interim or permanent equitable or injunctive relief, or both, from any competent court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy for all claims through the arbitration described in this Clause 21.
- 21.10 The Parties shall, during the effective term of this Agreement and at any time after its termination, not exploit or disclose to any third party any Confidential Information concerning the relations between the Parties, or any confidential information concerning the business and the operating procedures of the Seller or other confidential information which has been obtained as a result of entering into this Agreement, except to the extent that such information is in the public domain otherwise than as a result of breach of the provisions of this Clause, provided always that this Clause shall not prevent disclosure of Confidential Information in compliance with any orders from the authorities or to the Party's professional service provider such as lawyers, auditors and consultants.
- 21.11 Time, whenever mentioned in this TOS, shall be of the essence.
- 21.12 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa.
- 21.13 Each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by the Applicable Laws.

**APPENDIX 1**

**PG Mall's Transaction Fee by product category**

<b>Main Category</b>	<b>Transaction Fee (%)</b>
Health & Beauty	5
Kids & Baby	5
Women's Fashion	5
Men's Fashion	5
Electronic Devices	5
Electronic Accessories	5
Home Appliances	5
Kitchen & Dining	5
Home & Lifestyle	5
Books & Media	5
Sports & Travel	5
Groceries & Pets	5
Automotive & Motorbike	5
Gold, Silver & Jewellery	5
<b>E-Tickets/Vouchers</b>	
E-Vouchers & Top-up	
Admission Tickets	10
Travel Package Malaysia	
Accommodations	
Transportation Malaysia	

**APPENDIX 2**  
**List of Prohibited Goods**

1.	Products that promote hatred, violence, racial or religious intolerance
2.	Artefacts and antiquities
3.	Drugs, narcotics, prescription-only medicines, pharmacy-only medicines, drug-like substances and associated paraphernalia
4.	Human parts, organs, human remains and related products
5.	Animal and wildlife products, including live animals and insects, items made from endangered or exotic animals
6.	Government or police related items such as badges, insignia or uniforms
7.	Pornographic content, products and material
8.	Weapons, guns, arms, firearms, military arms, ammunition, weapons such as pepper spray, replicas, stun guns and related products
9.	Tobacco and/or tobacco related products
10.	Publications, books, films, videos, video games and/or related products that do not comply with the laws of Applicable Laws in the country of sale and/or delivery
11.	Telecommunication equipment that has not been registered with the Malaysian Communications and Multimedia Commission (MCMC), and electronic surveillance equipment and other similar electronic equipment such as cable TV, de-scramblers, radar scanners, traffic signal control devices, wiretapping devices and telephone bugging devices
12.	Hazardous and dangerous material
13.	Food items and products that are hazardous to health
14.	Stocks, currencies and securities, including without limitation, digital currency or credits and stored value cards
15.	Transfer from one person to another of personal credit, debit and any type of payment card details
16.	Moneylender services, vehicle pawning and 'sambung bayar' schemes
17.	Fake identification documents
18.	Pesticides
19.	Recalled items
20.	Stolen goods or potentially stolen goods
21.	Items and/or products related to gambling
22.	Listings containing information or details related to Multi-Level Marketing programs, Get-Rich-Quick schemes, Pyramid selling schemes, Fast cash schemes and Commission-only schemes
23.	Potentially infringing items, including without limitation, replicas, counterfeit items and unauthorized copies of a product or items which may be in violation of copyrights, trademarks or other intellectual property rights of any other third parties

24.	Software except in the circumstances where the registered owner of the software provides authorisation to do so
25.	Items and/or products related to campaigns, elections, political issues, or issues of public debate; advocate for or against, or attack a politician or political party; and promote or encourage any form of hate, crime, prejudice, rebellion or violence
26.	Obscene, seditious or treasonous materials
27.	Items which have been determined by any governmental or regulatory authority to pose a potential health or safety risk to the public
28.	Prohibited or restricted items under any Applicable Laws including without limitation items that contain components that are illegal or restricted or which otherwise encourages illegal or restricted activities

Note: The list stated above is non-exhaustive and PG Mall reserves the right to impose any additional restrictions and prohibitions under this Appendix 2.

**APPENDIX 3**  
**Seller Documents**

1.	Copy of SSM Certificate of Incorporation and Company's Constitution (if any)
2.	Copy of SSM Form pursuant to Section 58 (Notification of Change in the Register of Directors, Managers and Secretaries)
3.	Copy of SSM Form pursuant to Section 78 (Return of Allotment of Shares)
4.	NRIC/passport copy of the sole proprietor/partners/directors of Seller
5.	Latest 3 months bank account statements of the Seller (all relevant bank account details including name of account holder and account number should be clearly identifiable)
6.	Copy of the Seller's brand logo
7.	Copy of business licence if the Seller's business is of regulated business type under the Applicable Laws (if applicable)
8.	Copy of Halal Certification (if applicable)
9.	Copy of MITI Import/Export License (if applicable)
10.	Copy of any other relevant certification and/or licenses related to the Seller's business/Products
11.	Any other document/information/item as may be requested/prescribed by PG Mall

Note: Additional requirements may apply for certain applications, regions, business types and etc. Please ensure that all the above requested documentation is complete, before submitting an application for creation of Seller Account.