



TERMS AND CONDITIONS FOR CARICARI LISTINGS

This terms and conditions governs the access to CariCari Listings (“Platform”). You are deemed to have read and accept the terms and conditions (collectively referred to as “CariCari Listings Terms and Conditions”) and consent to the processing of your personal data as described in [TM Privacy Policy](#). By featuring your business in his Platform, you are deemed to give your full consent to TM to publish your business name and any information provided to TM. TM reserves the right to vary, supplement, delete, amend or modify this CariCari Listings Terms and Conditions, from time to time without prior notice to the customer. You are responsible to check on the terms and conditions regularly. By continuous access to the Platform, you are agreeing to be bound by any modifications and amendments imposed on this terms and conditions.

1. GENERAL

- 1.1 The CariCari Listings (“Platform”) brought to you by TM Technologies Services Sdn Bhd Company No. 200201003726 (571389-H) (“TM”), an online listing platform that connects consumers and Merchant seamlessly and is open for public access (“Visitor”).
- 1.2 This Platform is offered together with Unifi Biz package subscriber whom are carrying a legitimate business in Malaysia and is a Malaysian citizen aged 18 years and above (“Merchant”). If you are under the age of 18 and have access to the Platform, you are required to obtain necessary consent from your parents or legal guardian for the purpose of personal data processing as described in TM Privacy Notice.

2. THE PLATFORM

- 2.1 As and when a Merchant become eligible to advertise in the Platform, you will be notified by TM to set up the listing. Merchant is responsible to provide information about the business. TM shall have the absolute right to validate the prospective Merchant or the content and/or information provided by the Merchant before listing the business in the Platform. At the same time, TM reserve the right to use any publicly available information update the Merchant’s listing if the information provided is insufficient during the listing set up. Merchant is responsible to update TM if any of the information is inaccurate.
- 2.2 TM reserves the right to remove any content and/or information posted by the Merchant upon any violation to the terms and conditions or upon complaints by the Platform user / third party.
- 2.3 Where necessary, TM reserves the right to maintain Merchant’s existing listing in the Platform upon the termination of the service with minimal information. In the event Merchant disagree for TM to continue publishing Merchant’s listing in the Platform, Merchant may submit a written request for removal of the listing to TM via listings.cari@tm.com.my.



- 2.4 Merchant is entirely responsible for the business transaction with Visitor including but not limited to the business, goods, product quality, warranty of products and any other matters relating to the listing. All business transactions are solely between the Merchant and the Visitor and TM shall not be associated nor become a party in the transaction.

3. MERCHANT RESPONSIBILITY

- 3.1 Comply with all applicable laws and all matters relating but not limited to warranties, packaging, defects, miscommunication, and any other issues arising from your business.
- 3.2 Observe ethical business activities and adhere to the terms herein and TM's business policy and use the Platform for illegal and/or fraudulent dealings. Merchant shall not commit any infringement upon intellectual property rights of others. In the event where such breach of this provision occurs, TM have the rights to report such actions to the relevant authorities and/or take appropriate legal action to rectify such matters.
- 3.3 You shall ensure that any information and content materials provided by you in this platform, is accurate, original, complete and are not misleading. If there is any inaccuracy in the Merchant's listing, Merchant shall notify TM as soon as possible to replace or delete such information.
- 3.4 Pursuant to the above, Merchant hereby grants TM worldwide, irrevocable, perpetual license to feature any or all of the Intellectual Property in any of Merchant information in TM's publications, websites and/or in any promotional material free from any encumbrances and monetary royalty.

4. BUSINESS RULES

- 4.1 Nothing in this terms and conditions in using the Platform shall create or be deemed to create a partnership or an agency employee between Merchant and TM.
- 4.3 This Platform does not promote, endorse or authorize any selling of counterfeit and/or fake items. Further, Merchant undertakes the listing do not have any connection in promoting and selling any counterfeit items. If Merchant breach this clause, or upon receiving any complaints from third parties regards to the above, TM shall have the absolute right to take down your listing from this Platform immediately.



5. PROHIBITION

- 5.1 You shall not advertise any item that is restricted or prohibited by the local laws. Below, we have listed a non-exhaustive list of some categories of prohibited items: -
- a. Animals and wildlife creatures
 - b. Antiques and Artifacts;
 - c. Controlled medicine and prescription only;
 - d. Drugs;
 - e. Unauthorized medical devices;
 - f. Hazardous chemical substances;
 - g. Counterfeit items;
 - h. Firearms and weapons;
 - i. Stolen goods;
 - j. Controversial publications which unauthorized to be sold in Malaysia including books, films, journals, and etc;
 - k. Alcoholic drinks;
 - l. Pornographic materials;
 - m. Illegal services; and
 - n. Any other items or services that are illegal and/or prohibited by laws.

6. TERMINATION

- 6.1 Merchant is not allowed to take down the listing in the Platform. Kindly contact listings.cari@tm.com.my for any inquiry related to this matter.
- 6.2 However, TM has the right to conduct a continuous review from time to time on the listings and may delist the Merchant from the Platform if;
- a. Contravene with any of the Platform's terms and conditions;
 - b. Has no valid business registration;
 - c. Upon complaints/request on grounds of intellectual property infringement;
 - d. Upon any request by the enforcement agency.

7. PERSONAL DATA & CONFIDENTIAL INFORMATION

- 7.1 Merchant undertake and warrant to the Personal Data obtained during this business transactions only for the purpose of executing the purchase and shall not disclose it to the third party and will always comply to the requirement under the applicable personal data protection laws.
- 7.2 Confidential Information in this context refers to the Visitor's personal information including but not limited to name, address, phone number email and any other contact information.



- 7.3 TM have right to process and use Merchant's information collected during the registration of services at the Platform. Displayed information will be limited to selected Confidential Information that deem to be necessary to fulfil our services.

8. INDEMNITY

- 8.1 Merchant undertakes and agrees to indemnify, save and hold harmless TM at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which TM may sustain, incur or pay, or as the case may be, which may be brought or established against TM by any person including a company or corporation whomsoever arising out of the listing. The Merchant acknowledges the risks associated with public access to the Internet and hereby releases and indemnifies TM and the owner of the site and any affiliates of the foregoing parties from any damage or loss that might occur.

9. GOVERNING LAW

- 9.1 These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia and upon any dispute, Parties hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

10. FORCE MAJEURE

- 10.1 TM shall not liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, pandemic, epidemic, sabotages, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

11. SEVERABILITY

- 11.1 If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.



12. DISCLAIMER

- 12.1 The Platform is provided on an "as is" basis. TM makes no warranty of any kind, either expressed or implied, including, but not limited to, warranties of accuracy and expressly disclaims all implied warranties, including, but not limited to warranties of merchantability or fitness for a particular purpose.
- 12.2 Whilst every care is taken by TM in the provision of the Platform, TM shall not be liable for any loss of howsoever caused whether as a result of any interruption, suspension, or termination of the Platform, or for the contents accuracy or quality of information available in the Platform.
- 12.3 The Platform landing page may contain third party advertisements and links to third party sites. TM does not make any representation as to the accuracy or suitability of the information contained in those advertisements or sites and does not accept any responsibility or liability for the conduct of those advertisements and sites and offerings made by the third parties. Third party advertisements and links to other sites are not endorsements or recommendations by TM of the third-party sites, goods, and services. TM takes no responsibility for the content of the ads, promises made, or the quality/reliability of the products or services offered in all third-party advertisements.

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