

Terms and Conditions

Last Update: 20/9/2021

About Niaga.Place

Niaga.Place or Niaga.Place (hereinafter referred to as “us, we and our”), is an online e-commerce platform powered by Lexapay Sdn Bhd (“Lexapay”) that allows Merchant’s to advertise their products or goods on the e-commerce website platform as per the Terms and Conditions (“the Terms”). The Terms stated in the following will be governing the usage of this platform.

General Terms

Terms & Conditions

Please read these terms and conditions (“Terms”) carefully for it contains the legal terms and conditions that governs the services provided to you by Niaga.Place (hereinafter referred to as “us, we and our”) including any information, texts, images, graphics, data or other material (“Contents”) which is given to us. This service is operated and powered by Lexapay Sdn Bhd (“Lexapay”).

By using our service, you agree that you will be bound by Section I and II of these Terms that contain clauses of usage of such service.

I: General Interpretation

“**Lexapay**” - means Lexapay Sdn Bhd (201901002664) which acts as a Lexapay;

“**Merchant**” - means any person or persons who uses this platform or Niaga.Place for commercial purposes which entails usage of such platform for any forms of advertising, selling, promoting and/or trading which involved their own goods;

“**Buyer**” - means any person or persons who are users of this platform and may or may not have purchased an item from Niaga.Place or visitors to the platform and seek to purchase goods from Niaga.Place;

“**Goods**” - means every kind of movable property other than actionable claims and money; and includes stock and shares, growing crops, grass and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale;

“User” - means any person or persons regardless of being a Merchant or a buyer, who visits and experiencing the user interface of Niaga.Place;

“Personal Data” - means any information in respect of commercial transactions, which -

- a. is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose;
- b. is recorded with the intention that it should wholly or partly be processed by means of such equipment; or
- c. is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system,

all that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any sensitive personal data and expression of opinion about the data subject; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act 2010;

“Graphic Contents” - means any graphic form of artistic expressions such as but not limited to calligraphy, image graphics, drawings and/or logo which is submitted to us may or may not be commercialised or commissioned;

“Data Subject” - means an individual who is the subject of the personal data;

“Data User” - means a person who either alone or jointly or in common with other persons processes any personal data or has control over or authorizes the processing of any personal data, but does not include a data processor

“Transaction” - means any transaction between you as a Merchant using the Lexapay’s service for the supply of any goods or services from us and any transaction for the refund of such purchase;

“Platform” - collectively means Lexapay website, Lexapay mobile application, the Lexapay’s social media accounts, and/or any platforms (whether known now or in the future) made available by the Lexapay from time to time to provide users with services;

“Fee Schedule” - collectively means any or all charges including but not limited to deposit, registration fees, onboarding fee, maintenance fee, charges, charges payable to third party payment provider, and/or any other payment payable to the Lexapay by Merchant as specified in the fee schedule;

“Services” - means collectively as any services provided by the Lexapay to Merchant, IT Solutions & Digital Platform Provider including Website Lexapay, Payment Platform, Promotion and/or any other services made available by the Lexapay and subscribed by Merchant.

“Settlement Cycle Schedule” - means the schedule included in the setting out the completion of settlement on such time and frequency agreed between the parties. The settlement will be processed **three times a week**; specifically on **Monday, Wednesday and Friday**; Where disbursement falls within public holidays, the settlement will be processed on the following working days.

II. General Term of Use

1. General Misconducts

The Lexapay shall not provide or otherwise engage in any services or activities which would be held to constitute or promotes any of the following but not limited to:-

- a. Adult goods and services which include pornography and other sexually suggestive materials (including literature, imagery and other media), escort or prostitution services, website access and/or website memberships of pornography or illegal sites;
- b. Alcohol which includes alcohol or alcoholic beverages such as beer, liquor, wine, or champagne etc.;
- c. Body parts which include organs or other body parts;
- d. Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (spam);
- e. Cable descramblers and black boxes which include devices intended to obtain cable and satellite signals for free;
- f. Child pornography which includes pornographic materials involving minors;
- g. Copyright unlocking devices which include mod chips or other devices designed to circumvent copyright protection;
- h. Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials;
- i. Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software;
- j. Counterfeit and unauthorized goods which include replicas or imitations of designer goods, items without a celebrity endorsement that would normally require such an association, fake autographs, counterfeit stamps, and other potentially unauthorized goods;
- k. Drugs and drug paraphernalia which include illegal drugs and drug accessories, including herbal drugs like marijuana, salvia and magic mushrooms etc.;

- l. Drug test circumvention aids which include drug cleansing shakes, urine test additives, and related items;
- m. Endangered species which include plants, animals or other organisms (including product derivatives) in danger of extinction;
- n. Gaming/gambling which include lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content;
- o. Government IDs or documents which include fake IDs, passports, diplomas, and noble titles;
- p. Hacking and cracking materials which include manuals, how-to guides, information, or equipment enabling illegal access to software, servers, website, or other protected property;
- q. Illegal goods which include materials, products, or information promoting illegal goods or enabling illegal acts;
- r. Miracle cures which include unsubstantiated cures, remedies or other items marketed as quick health fixes;
- s. Offensive goods which include literature, products or other materials that inter alia:
 - i. Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors;
 - ii. Encourage or incite violent acts; or
 - iii. Promote intolerance or hatred.
- t. Offensive goods which include crime scene photos or items, such as personal belongings, associated with criminals;
- u. Pyrotechnic devices, combustibles, corrosives and hazardous materials which include explosives and related goods, toxic, flammable, and radioactive materials and substances;
- v. Regulated goods which include airbags, batteries containing mercury, freon or similar substances/ refrigerants, chemical/ industrial solvents, government uniforms, car titles, license plates, police badges and law enforcement equipment, lock-picking devices, pesticides, postage meters, recalled items, slot machines, surveillance equipment, goods regulated by government or other agency specifications;
- w. Securities which include government and/ or public sector unit bonds, stocks, debentures or related financial products;
- x. Tobacco and cigarettes which include cigarettes, cigars, chewing tobacco, and related products;
- y. Traffic devices which include radar detectors/ jammers, license plate covers, traffic signal changers, and related products;
- z. Weapons which include firearms, ammunition, knives, brass knuckles, gun parts, gun powder or explosive mixtures and other armaments;
- aa. Wholesale currency which includes discounted currencies or currency exchanges; and

bb. Any other activities, businesses or transactions prohibited by any applicable written law.

2. Dispute Resolution

Except as otherwise stated in the Terms, Merchants and Buyers agrees that any dispute which may arise between parties subjected to the use of this platform, regardless of which parties, shall be resolved by binding, individual arbitration and Merchant waive its right to court or civil proceedings or to participate in a class action. By agreeing to the Term, Merchant expressly agrees and understands all of the terms of use of this platform.

3. Personal Data Protection

Personal data of individuals related to Merchants and Buyers (contact persons, etc.) will be processed by the Lexapay as data user for but not limited to the following purposes;

- I. in order to provide the services and fulfil the obligations under the agreement;
- ii. for making customer analyses and business follow-up;
- iii. for making business and methods development as well as carrying out risk assessment and management;
- iv. for marketing purposes (subject to applicable law) of companies in the group the Lexapay is a part of towards Merchants or Buyers;
- vi) in relation to recordings of calls as set out in the terms and conditions of this Agreement and for the purposes set out therein; and
- v) to check Merchant's credit rating in accordance with the terms and conditions of this Agreement.;

The personal data include details of contact persons processed for the purposes of onboarding, support, etc. Merchant accepts an obligation to inform its employees and other representatives about the disclosure of personal data to the Lexapay as part of the Agreement for the above purposes.

Personal data of individuals who are Merchant's clients will be processed by the Lexapay as data processor on behalf of Merchant. The personal data include transaction data, including card and other payment data.

Merchant gives its consent for the Lexapay to disclose information about Merchant (such as contact details, information relating to the Agreement and information on the business relationship with the Lexapay) to other companies in the same corporate group as the Lexapay for the use of but not limited to intra-group reporting, support services, marketing and sale of products and services, including marketing through electronic means such as e-mail. Recipients of marketing through electronic means may always opt-out from receiving any further marketing from Lexapay or its group companies.

III. Terms of Use - Merchant

1. Merchant's Packages

Merchants are allowed to opt for two packages as follows;

- a. whereas Merchants are allowed to opt for **free trial** which will only subsist for 14 days that entails all services provided by Niaga.Place as expressed in Clause 2(a) of this Terms except for online payment; or
- b. whereas Merchants are allowed to opt for **Business Package** which will entails all services provided by Niaga.Place as iterated in Clause 2(a) of this Terms which would entitle Niaga.Place a handling fee of RM 1.90 per transaction; or
- c. whereas Merchants are allowed to opt for **Premium Package** which will entail all services provided by Niaga.Place as iterated in Clause 2(b) of this Terms at a promotional price of RM 14.90 from the original price RM 89; and
- d. Purchased packages made to Niaga.Place are **non-refundable**.

2. Services we provide

- a. Niaga.Place Business Package entails the following features that allows **Merchants** to obtain a single-link per goods which allows buyers to immediately land on an e-commerce page; sell goods through our platform; and collect payments through our online payment services.
- b. Niaga.Place Premium Package entails features as per Clause 2(a) along with other perks such as; Customers Details; Advanced Reporting Analytics; Business Insights; Multiple Shipping Method; Bulk Purchase & Product Discount; Instagram Shopping Integration; Product Management; *Kedai* Online; Export to Excel & PDF; Purchase Invoice & Receipt; Store Interface Customization; Subdomain Setting; and FB Pixel & Google Analytic.
- c. All Niaga.Place Merchants can opt and subscribe to Niaga.Place's product photography service and be charged with fees as per Schedule 1.

DISCLAIMER: Niaga.Place is only an e-commerce platform that provides technical support for e-commerce transactions and is not liable for any of Merchant's or Buyer's contractual obligations such as DELIVERY OF GOODS.

3. Variation to Terms

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. When we do this, we will post the revised Terms of Service on this page and will indicate the date of such revision. Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms of Service

4. Merchant's responsibility

User's intending to use the platform or Niaga.Place undertakes to fulfil the following responsibilities;

- a. to ensure goods or products advertised are not misleading either innocently or in bad faith;
- b. to ensure all information regarding goods or products sold are accurate;
- c. to ensure goods and products sold are legal;
- d. to fulfil contractual obligations to Buyers upon payment of the goods;
- e. to maintain a rightful and legal proprietorship of domain name designated for URL and/or in pursuance to commercial purposes related to this Terms;
- f. merchants shall be solely responsible for registering for or renewing a desired domain name and Niaga.Place does not guarantee that Merchants will be able to register or renew a desired domain name;
- g. to ascertain the goods being sold on the platform; and
- h. to ascertain, state and clarify on the exact amount of pricing for every goods sold.
- i. to ensure transactions are made

5. Termination and Suspension

- a. In reference to Clause 1 of the General Terms - Niaga.Place reserves the right to suspend and terminate your account if any activities under Misconduct takes place by the Merchant;
- b. Niaga.Place also reserves the right to suspend and terminate any Merchant's account under no-subscription package due to **inactivity**;
 - i. **Inactivity**: An account will be deemed inactive when there are less than 5 sales transactions in total in one calendar month at the end of each month;
 - ii. The account will be issued a notice to complete the 5 minimum sales at the end of the month and will be given a *grace period* of 7 working days; and
 - iii. Where the Merchant fails to complete the total requirement of sales in one calendar month, the account is subjected to termination.
- c. Niaga.Place also reserves the right to suspend and terminate any Merchant's monthly chargeable accounts due to payment in-default where;
 - i. After 7 days from the date of the payable sum billed to the Merchant, the said account will be deactivated and Merchants are given another 14 days to make payment for the defaulted month; and
 - ii. The account will be terminated after 21 working days from the date of the payable sum billed to the Merchant where the payable sum is still outstanding.

IV. Terms of Use - Buyer

1. Cancellation

Buyers are only allowed to cancel their purchases prior to or before the processing of any goods for delivery. Upon cancellation of the same, Lexapay shall reimburse the value of cancelled goods through shopping credits which can be used to purchase storewide.

2. Payment

Depending on the Merchant, Buyers can either pay through Cash on Delivery (“COD”) or online payment.

3. Feedbacks

- a. Lexapay accepts any information and feedback from our users, especially our Merchant and buyers thus allowing us to improve the quality of our services provided. Please refer to the following procedure for submitting to us feedback.
- b. Feedback may be made in writing through email to info@niaga.place.
- c. Lexapay does not accept anonymous feedback and users who submitted feedback are fully aware of the truth of their feedback and in good faith submit such feedback after having undertaken due diligence to ascertain the veracity of the situation.

4. Refunds

- a. Refunds are only available upon acceptance by the Seller;
- b. In accordance with the former, Lexapay does not mediate any disputes in relation to refunds between Seller and Buyer;

Schedule 1

(Payment schedule for product photography)

Item	Quantity	Unit Price (MYR)	Total Price (MYR)
Catalogue Photoshoot	6	5.00	30.00
Product Photoshoot	1	10.00	10.00