

## **PURCHASE AND TRANSACTION AGREEMENT**

### **1. GENERAL**

- 1.1 The Purchase and Transaction Agreement (“**PTA**”) set forth below shall govern any and all transactions that is facilitated by the Site by the User and your relationship with MSME New Media Sdn Bhd (Company No.: 11264120-U).
- 1.2 By clicking ‘ACCEPT’, you indicate that you have read, understood and accepted this Purchase and Transaction Agreement. If you do not wish to be bound by this Purchase and Transaction Agreement, you may not pledge any items on the Site.
- 1.3 This PTA is to be interpreted and construed together with Qu’s Terms of Use and any other terms and conditions prepared by Qu. The PA shall apply together with Qu’s Terms of Use and other applicable policies made by Qu.
- 1.4 In this PTA, any reference to any legal entity or individual person includes, where appropriate, a reference to its authorised agents, delegates, successors or nominees. Expressions in the singular form include the plural and vice versa.
- 1.5 No rule of law (or interpretation to the effect) that an ambiguity in a document is to be construed against the party drafting or preparing such document shall apply in respect of this PTA.
- 1.6 Any reference to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof, or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).
- 1.7 The headings used in this PTA are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in, interpreting this PTA.

### **2. ACKNOWLEDGEMENT**

- 2.1 You understand, acknowledge and agree that we are not a seller of the items listed on the Website; that we are not an advertiser of any of the items listed on this Website; and that we are not a party to the transactions between Users on the Website. The Website only provides a platform for Users to privately transact for Items, and:
  - (a) we are not involved in the actual transaction or transfer of Items between Users;
  - (b) we make no representation as to the quality, safety, morality or legality of any aspect of the Items listed;
  - (c) we make no representation as to the truth or accuracy of the listings, the ability of Sellers to sell Items or the ability of Buyers to pay for Items;
  - (d) we are not a bank or any other kind or form of financial institution and all Points credited to your account are not actual cash deposits, do not earn interest, and are only account entries that entitle you to the amount of the credited Points if you use them in accordance with this PTA;
  - (e) we make no representation as to the accuracy of other Users’ details; and
  - (f) we make no representation that Users will complete the transfer of the Item or deliver the Item to the Buyer; or that a User has truthfully and accurately described an Item posted on the Website; or that the transfer of an Item complies with applicable legal requirements for the transaction.
- 2.2 You understand, acknowledge and agree that Qu does not and will not assume any advisory, fiduciary or similar other duties. You understand, acknowledge and agree that you have taken, or will take, the necessary independent legal or other advice before Qu provides Services to you and before you transact with any User.

### **3. TRANSACTIONS ON THE WEBSITE**

- 3.1 We do not transfer legal or beneficial ownership of Items from a Seller to a Buyer, and nothing in these Term shall modify the applicable laws relating to the transfer of legal or beneficial ownership of an item upon physical delivery of the Item. Unless the transacting Users agree otherwise, each User will become the Item's lawful owner upon payment of Points and physical receipt of the item, in accordance with applicable laws.
- 3.2 If you engage in transactions on the Website, you agree to comply with all applicable legal requirements governing the specific requirements for transfer and shipping of Items.
- 3.3 You may not use the Website for transactions involving any illegal goods or services, including any:
- (a) illegal goods, or any substance or device that may pose a threat to other Users and the general public;
  - (b) prescriptions, prescription drugs or devices;
  - (c) stocks or securities of any kind;
  - (d) drug paraphernalia;
  - (e) plants or seeds;
  - (f) bombs, bomb making supplies, or instructions on how to make bombs;
  - (g) exotic animals, endangered animals, or products made from such;
  - (h) sexually explicit material, including pornography;
  - (i) weapons, firearms, or ammunition;
  - (j) stolen or counterfeit goods; or
  - (k) alcohol, cigarettes, or tobacco.

The above list is not exhaustive and we reserve the right to modify this list at any time without prior notice.

#### **4. EXCLUSION AND LIMITATION OF LIABILITY**

- 4.1 Neither Qu nor any of its officers shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, for: (i) any loss of profit, business or revenue, (ii) any costs or expenses, or any special, indirect or consequential damages of any nature whatsoever, suffered or incurred by the User as a result of or in connection with the provision of the Services.
- 4.2 We do not review User's postings or User Content and we are not involved in the actual transaction between Users. As most content on the Website comes from other Users, we do not guarantee the accuracy of postings or User communications or the quality, safety or legality of any Items offered. You agree to not hold us responsible for the acts and omissions of the Users on the Website.
- 4.3 We do not accept liability for any description of any User's submissions which may contain unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.
- 4.4 You acknowledge that we cannot guarantee continuous, error-free or secure access to our Services or that defects in the Service will be corrected. While we will use reasonable efforts to maintain an uninterrupted Service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the operation and availability of our Website, Services, applications or tools.
- 4.5 To the extent legally permitted, we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any

loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of, or inability to use the Website, even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Despite the previous paragraph, if we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees you pay to us in the 12 months prior to the action giving rise to liability, and (b) five hundred Ringgit Malaysia (RM500.00).

**5. TIME OF ESSENCE**

It is a fundamental term of the relationship between the parties that the User will perform its obligations on time.

**6. INDEPENDENT CONTRACTORS**

The Users and Qu are independent contractors. No agency relationship, partnership, joint venture, employer-employee relationship or franchisor-franchisee relationship is intended or created by this Agreement.

**7. MISCELLANEOUS**

7.1 This PTA shall incorporate all terms of Qu's Terms of Use published on the Site.