

Terms & Conditions

1. Appointment and Authorisation

iPrice operates websites which aggregate and list (i) consumer goods and products (“**Goods**”) available for sale; and (ii) promotional codes and other promotions offered by (“**Promotions**”) various online e-commerce platforms. The Merchant hereby engages and authorizes iPrice, and iPrice agrees, to:

- (a) list the Goods available for sale on the Merchant’s websites (“**Merchant’s Goods**”) on iPrice’s websites and any other third party advertising channels, websites or avenues (whether online or offline)) as iPrice deems fit (“**Affiliate Sites**” and its operators being “**Affiliates**”); and
- (b) to promote, market and list the Promotions offered by the Merchant (“**Merchant’s Promotions**”) such that visitors to the iPrice websites or Affiliate Sites (“**Visitors**”) who click on the Merchant’s Goods and Promotions will be redirected to the Merchant’s website(s).

In consideration of this, the Merchant shall pay iPrice a fee for each and every click by a Visitor to the Merchant’s website(s) as a result and as identified by way of the iPrice system and / or tracking pixel (“**Click Fee**”).

2. Click Fees

- 2.1** Price will issue invoices to the Merchant on a monthly basis, which shall reflect the total amount of Click Fees owing and payable to iprice (“**Invoice(s)**”). Invoices should be settled in full within 14 days of the date of such invoice. The Merchant shall be responsible for any necessary grossing up on account of withholding taxes, bank charges or other payments which may be required or imposed, such that the total amount of Click Fees stipulated as owed in an Invoice is settled in full.
- 2.2** For the avoidance of doubt, (i) Click Fees are payable whether or not the Visitors actually effect a purchase transaction with the Merchant; (ii) Click Fees are payable for each and every click (i.e., gross clicks) and not based on unique visitors.

3. Technical integration and content

- 3.1** The Merchant shall provide iprice with a data feed of and product information for the Merchant’s Goods that are available for purchase on the Merchant’s websites and Merchant’s Promotions (“**Content**”).
- 3.2** The Merchant represents and warrants that it is the owner of or has the legal right to use under licence or otherwise, the Content and that nothing in the Content submitted to us hereunder is infringing, false, harmful, abusive, misleading, obscene, hateful or racially or ethnically objectionable, disparaging, defamatory, libelous, slanderous, illegal, harassing or threatening.



- 3.3** The Merchant grants iprice a royalty free licence to use, reproduce, share or utilize in any way whatsoever the Content in connection with this Agreement (including advertising on third party advertising channels, websites or avenues (whether online or offline) e.g. Promoting your products via our newsletters, Facebook and other social media channels) and shall indemnify iprice against any damages or liability as a result of the Merchant's breach of any third party's rights in respect of the Content.
- 3.4** The Merchant also authorizes and allows iprice to crawl the Merchant's website(s) for the relevant product information.
- 3.5** In order for the Merchant to measure the orders that are generated by the Visitors that iprice redirects, the Merchant needs to implement a tracking pixel on the order confirmation page. This is optional, but advised.

4. Reporting

iprice will provide the Merchant with access to iprice's reporting interface. The reporting interface states, among other things, the number of clicks that iprice has redirected to the Merchant's websites(s) in a given timeframe and the corresponding Click Fees.

5. Validation Testing

In order to have the iprice service and system fully operational, we will test and validate your checkout system. The testing procedure will be run for a range of Merchant's Goods identified to iprice in accordance with this Agreement and selected at random by us. Upon being notified of the outcome of the test transactions, you agree to cancel the test transactions immediately and refund the payment made. The test checkout transaction summary will be emailed to you as an official reference for the test orders that you will need to cancel and all test transactions will be performed using the following email address: testing@ipricegroup.com. If you do not cancel successfully completed transaction(s) which are notified to you, you agree to refund iprice for the full value of the item(s) that have been purchased for testing, within twenty four (24) hours of the time the test took place and iprice will cancel any commission fees incurred from the testing.

6. Merchant's Representations

Merchant represents and warrants to iprice that: (a) if you are a business, you are duly organized, validly existing and in good standing under applicable laws; (b) you have all requisite right, power and authority to enter into this Agreement and perform your obligations and grant the rights, licenses and authorizations granted here and if you are an agent or acting for and on behalf of another company or legal entity, you represent and warrant that you are authorized and lawfully able to bind that company or legal entity to this Agreement; (c) you and all of your subcontractors, agents and suppliers will at all times comply with any requirements which we may notify to you for participation under this Agreement and all applicable laws in your performance of your obligations and exercise of your rights under this Agreement.

7. Indemnity

You, as Merchant, or as agent acting for and on behalf of Merchant (as appropriate) agree to indemnify, defend and hold harmless us and our Affiliates and each of our and their respective officers, directors, employees, agents, successors, assigns and representatives, from and against any and all costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "**Claims**") which arise or result from: (a) your participation in this Agreement; (b) your breach or alleged breach of any representation, warranty or obligation in this Agreement; (c) your display of any Goods or Promotions; or (d) any website, images, descriptions or other content, materials and information to which the Merchant's Goods link to or that are contained in the product information you submit, including any Claim of actual or alleged infringement or misappropriation of any third party's intellectual property rights. At our option, you will assume control of the defence and settlement of any Claim subject to indemnification by you (provided that, we may at any time elect to take over control of the defence and settlement of any such Claim). In any event, you may not settle any Claim without our prior written consent.

8. Disclaimer

The facilities provided by iPrice under this Agreement including all software, functions, materials and information made available or in connection with this Agreement are provided on an "as is" basis. Iprice does not warrant that its facilities, website or any other functionality under its purview will meet Merchant's requirements, be available, uninterrupted or error free and iPrice will not be liable for the consequences of any interruptions or errors.

9. Limitation of Liability

We will not be liable for indirect, special, or consequential damages or any loss of revenue, profits, or data arising in connection with this Agreement, even if we have been advised of the possibility of such damages.

10. General

10.1 Severability: If a provision of this Agreement is or becomes illegal, invalid or unenforceable, that provision shall be deemed deleted and shall not affect the validity or enforceability of any other provision.

10.2 Non-Assignability: This Agreement is specific to the Merchant and the Merchant may only transfer or assign any rights or obligations to a third party, with prior written consent of iprice.

10.3 Delay and Waiver: Delay in enforcing any right under this Agreement shall not hinder or prohibit such Party from enforcing such right. Failure of one Party to enforce any of its rights under this Agreement shall not be deemed to be a waiver of such or any other rights or remedies available to it.

10.4 No Partnership: Nothing in this Agreement shall constitute a partnership, joint venture, or other relationship between the Parties and no Party shall act as agent, representative, or alliance to the other Party. No Party has the rights, power, or authority to bind the other Party.

10.5 Amendment: iprice reserves the right to notify Merchant of any changes to this Agreement and its terms of participation by way of written notice from time to time.

10.6 Entire Agreement: This Agreement embodies all terms and conditions agreed between the Parties in respect of this matter and supersedes all previous representations, warranties, agreements and undertakings between the Parties.

10.7 Counterparts: This Agreement may be executed in counterparts which shall collectively constitute one and the same document.

10.8 Governing Law: This Agreement shall be governed by the laws of Malaysia. In the event of any dispute arising in connection with this Agreement, both Parties agree to co-operate to achieve a resolution within thirty (30) calendar days of the date that a formal written notice is served by one Party to the other Party indicating that it is claiming a dispute arising under this Clause. If such dispute cannot be amicably resolved between the Parties, Parties hereby submit to the jurisdiction of the High Court of Malaysia.