



TERMS OF USE

Legal Officer
legal@madanitrade.com

Table of Contents

| | | |
|-----|---|----|
| 1. | LIMITED LICENSE..... | 2 |
| 2. | SOFTWARE | 3 |
| 3. | ACCOUNTS AND SECURITY..... | 3 |
| 4. | TERM OF USE | 3 |
| 5. | RESTRICTIONS | 5 |
| 6. | VIOLATION OF OUR TERMS OF USE | 6 |
| 7. | COPYRIGHT PROTECTION..... | 6 |
| 8. | REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT | 6 |
| 9. | PRIVACY..... | 7 |
| 10. | SIGNING UP FOR SERVICES | 8 |
| 11. | ORDERS | 9 |
| 12. | SUBSCRIPTION | 9 |
| 13. | PURCHASES AND PAYMENTS | 10 |
| 14. | LINKS TO THIRD-PARTY SITES AND SHARING VIDEOS FROM YOUTUBE..... | 10 |
| 15. | LIMITATION OF LIABILITY | 10 |
| 16. | WARRANTY | 11 |
| 17. | FRADULENT OR SUSPICIOUS ACTIVITY | 11 |
| 18. | INDEMNIFICATION | 11 |
| 19. | GOVERNING LAW | 11 |
| 20. | CONTACT US..... | 12 |

Welcome to the MADANI Digital Trade ("Site"). Please read the following Terms of Use carefully before using this Site or registering an account so that you are aware of your legal rights and obligations with respect of MADANI Digital Trade run by MDTP SOLUTIONS SDN BHD and its affiliates (individually and collectively, "MADANI Digital Trade", "we", "us" or "our"). The "Services" we provide or make available included (a) the Site, (b) the services provided by the Site and by MADANI Digital Trade software make available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Use.

These Terms of Use ("Terms") apply to the MADANI Digital Trade and govern the rights and obligations regarding your access to and use of the services available via the website ("Services").

These Terms constitute a fully binding agreement between you, as user of the Services and us, as the provider of the Services. Your access to and use of the Services requires your compliance with these Terms, and we recommend you read them thoroughly.

By using the Services in any manner, you agree to be bound by these Terms and any and all other rules, policies, and procedures that we may publish from time to time in relation to the Services.

If you do not agree to these Terms or any of its parts, then you are prohibited from using the Services.

1. LIMITED LICENSE

- 1.1. Subject to compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Services for non-commercial purposes. MADANI Digital Trade provides you with a limited and revocable license to access and utilize the Services in accordance with these Terms of Use.
- 1.2. All proprietary content, including but not limited to trademarks, service marks, brand names, logos, and other intellectual property ("Intellectual Property") displayed on the Site, are owned by MADANI Digital Trade or, where applicable, by third-party proprietors as identified on the Site. No rights, titles, or licenses, either explicit or implied, are granted to any party accessing the Site to use, reproduce, or claim ownership of any Intellectual Property.
- 1.3. By accessing or using the Services, you agree to adhere to all copyright, trademark, service mark, and other applicable intellectual property laws that protect the Services, the Site, and its content. You are strictly prohibited from copying, distributing, republishing, transmitting, publicly displaying, publicly performing, modifying, adapting, renting, selling, or creating derivative works from any part of the Services, the Site, or its content.
- 1.4. Additionally, you may not mirror or frame any part or whole of the Site's content on any other server or website without obtaining our prior written consent. You are also prohibited from using any robot, spider, or other automated devices or manual processes to monitor or copy

our content, except for standard search engine technology used by Internet search engines to direct users to this Site.

2. SOFTWARE

- 2.1. Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Use. MADANI Digital Trade reserves all rights to the software not expressly granted by MADANI Digital Trade hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by MADANI Digital Trade.

3. ACCOUNTS AND SECURITY

- 3.1. Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. If you select a User ID that MADANI Digital Trade, in its sole discretion, finds offensive or inappropriate, MADANI Digital Trade has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. MADANI Digital Trade has not reviewed, and assumes no responsibility for any third-party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of use for those products, websites or services, including their respective privacy policies, if different from these Terms of Use and/or our Privacy Policy, may also apply to your use of those products, websites or services.

You agree to:

- keep your password confidential and use only your User ID and password when logging in,
- ensure that you log out from your account at the end of each session on the Site,
- immediately notify MADANI Digital Trade of any unauthorised use of your Account, User ID and/or password,
- ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you.

MADANI Digital Trade will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.

4. TERM OF USE

- 4.1. You acknowledge, consent and agree that MADANI Digital Trade may collect, use and/or process data relating to services, for the purposes of improving MADANI Digital Trade services and user experience (including to combine Seller performance data with other performance data, to the extent relevant).

The license for use of this Site and the Services is effective until subscription expired. This license will terminate as set forth under these Terms of Use or if you fail to comply with any term or condition of these Terms of Use. In any such event, MADANI Digital Trade may effect such termination with or without notice to you.

You agree not to:

- upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- violate any laws, including without limitation any laws and regulation in relation to export and import restrictions;
- upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way;
- use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- remove any proprietary notices from the Site;
- cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of MADANI Digital Trade;
- use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Use;
- attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by MADANI Digital Trade with respect to the Services and/or data transmitted, processed or stored by MADANI Digital Trade;
- harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;
- upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;

- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;
- interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
- use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;
- use the Services to violate the privacy of others or to "stalk" or otherwise harass another;
- infringe the rights of MADANI Digital Trade, including any intellectual property rights and any passing off of the same thereof;
- use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above;
- list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others; and/or
- direct or encourage another user to conduct a transaction other than on the Site.

You acknowledge, consent to and agree that MADANI Digital Trade may access, preserve and disclose your Account information, Content, and any other materials or information you provide to us to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over MADANI Digital Trade or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce these Terms of Use or our Prohibited and Restricted Items Policy;
- (c) respond to claims that any Content violates the rights of third parties, including intellectual property rights;
- (d) respond to your requests for customer service; or
- (e) protect the rights, property or personal safety of MADANI Digital Trade, its Users and/or the public.

5. RESTRICTIONS

5.1. You may not, without our prior written consent:

- (a) offer to rent, lease, or resell the Services;
- (b) offer the Services to third parties as part of a service you own;
- (c) use the Services in any unlawful manner;
- (d) use the Services in any manner inconsistent with these Terms;
- (e) violate any third party's or other user's right to privacy or other rights; or
- (f) gather or collect personal information through any means.

The examples set out above are listed for illustrative purposes and do not constitute an exhaustive list of restricted activities involving the Services.

6. VIOLATION OF OUR TERMS OF USE

- 6.1. Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:
- Listing deletion
 - Limits placed on Account privileges
 - Account suspension and subsequent termination
 - Criminal charges
 - Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

7. COPYRIGHT PROTECTION

- 7.1. All intellectual property rights, including but not limited to copyrights, trademarks, trade names, service marks, patents, and trade secrets, in the Services and Our Content are owned by or licensed to us. You are granted no rights or licenses in respect of any of the intellectual property rights except as explicitly stated in these Terms. You may not copy, modify, distribute, sell, lease, or create derivative works based on Our Content or the Services, in whole or in part, without our prior written consent. If any content provider uploads or uses content on the platform, they shall bear full liability for any legal claims, disputes, or court cases related to such content. In the event that a court case is raised against the platform, the content provider responsible for the infringing content shall be fully liable for any resulting claims, damages, or expenses.
- 7.2. Creators should only upload media that they have made or that they're authorized to use. That means they should not upload media they didn't make, or use content in their media that someone else owns the copyright to, such as logo, music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorizations. Failure of such authorizations, the platform reserves the right to remove such content.

8. REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

- 8.1. As stated above, MADANI Digital Trade does not allow listings that violate the intellectual property rights of brands or other intellectual property rights owners ("IPR Owner").
- 8.2. Except where expressly stated otherwise, the Users are independent individuals or businesses and they are not associated with MADANI Digital Trade in any way and MADANI Digital Trade is neither the agent nor representative of the Users and does not hold and/or own any of the merchandises listed on the Site.

- 8.3. If you are an IPR Owner or an agent duly authorised by an IPR Owner (“IPR Agent”) and you believe that your right or your principal’s right has been infringed, please submit a complaint via email (legal@madanitrade.com) and provide us the documents to support your claim. Do allow us time to process the information provided. MADANI Digital Trade will respond to your complaint as soon as practicable.
- 8.4. Complaints under this Section must be provided in the form prescribed by MADANI Digital Trade, which may be updated from time to time, and must include at least the following:
- (a) a physical or electronic signature of an IPR Owner or IPR Agent (collectively, “Informant”);
 - (b) a description of the type and nature of intellectual property right that is allegedly infringed and proof of rights;
 - (c) a description of the nature of alleged infringement with sufficient details to enable MADANI Digital Trade to assess the complaint;
 - (d) URL(s) of the listing(s) which contain the alleged infringement;
 - (e) sufficient information to allow MADANI Digital Trade to contact the Informant, such as Informant’s physical address, telephone number and e-mail address;
 - (f) a statement by Informant that the complaint is filed on good faith belief and that the use of the intellectual property as identified by the Informant is not authorised by the IPR Owner or the law;
 - (g) a statement by the Informant that the information in the notification is accurate, that the Informant will indemnify us for any damages we may suffer as a result of the information provided by the Informant and that the Informant has the appropriate right or is authorised to act on the IPR Owner’s behalf in all matters relating to the complaint.
- 8.5. MADANI Digital Trade acknowledges that a brand or manufacturer may, subject to applicable law, have the right to enter into certain exclusive distribution agreements or minimum advertised price agreements for its products with other third parties. However, violations of such agreements do not constitute intellectual property rights infringement. As the enforcement of these agreements is a matter between the brand or manufacturer and the respective third parties with whom it contracts, MADANI Digital Trade generally does not assist in the enforcement of such exclusive distribution rights or price-control matters except where required by law.
- 8.6. Without limitation to the indemnity, each and every Users agrees to indemnify and hold MADANI Digital Trade harmless from any and all claims, causes of action, damages and judgments arising out of or relating to:
- (a) any intellectual property infringement claim, complaint, or violation relating to any Content or product listings, and/or
 - (b) any removal of such Content or product listings pursuant to or in relation to any intellectual property infringement claim, complaint, or violation.

9. PRIVACY

- 9.1. Your privacy is very important to us at MADANI Digital Trade. To better protect your rights, we have provided the MADANI Digital Trade’s [Privacy Policy](#)

(https://vep.madanitrade.com/policies/privacy_policy.pdf) to explain our privacy practices in detail. Please review the Privacy Policy to understand how MADANI Digital Trade collects and uses the information associated with your Account and/or your use of the Services (the “User Information”). By using the Services or providing information on the Site, you:

- consent to MADANI Digital Trade’s collection, use, disclosure and/or processing of your Content, personal data/corporate data and User Information as described in the Privacy Policy;
- agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and MADANI Digital Trade; and
- shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without MADANI Digital Trade’s prior written consent.

- 9.2. Users in possession of another User’s personal data through the use of the Services (the “Receiving Party”) hereby agree that, they will
- (a) comply with all applicable personal data protection laws with respect to any such data;
 - (b) allow the User whose personal data the Receiving Party has collected (the “Disclosing Party”) to remove his or her data so collected from the Receiving Party’s database; and
 - (c) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (b) and (b) above, in compliance with and where required by applicable laws.
- 9.3. We may capture and collect data related to your usage of the website, including but not limited to clickstream data, user journey, and interactions. Such data may be used for analysis and marketing purposes. By using the Services, you consent to the collection, use, and analysis of this data to enhance user experience, personalize content, and deliver targeted marketing.

10. SIGNING UP FOR SERVICES

- 10.1. By signing up to use the Services, you represent and warrant that you will provide us with accurate and complete sign-up information and further warrant to keep such information up-to-date and accurate. Any failure to do so on your part shall constitute a breach of the Terms, which may result in us terminating your access to the Services.
- 10.2. As an individual signing up for the Services, you represent and warrant that you are of legal age to form a binding contract with us. If you sign up for the Services for and on behalf of an entity, you represent and undertake that you are authorized by that entity to:
- (a) enter into and bind the entity to these Terms; and
 - (b) sign up for the Services.
- 10.3. By signing up for the Services, you shall be solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you in whichever country, region, or state you are located. In the event the Services or these Terms are prohibited where you are located, then you agree not to use the Services in any manner whatsoever.

- 10.4. We reserve the right to update, amend, or modify these Terms at any time, without notice to you, in accordance with the terms set herein.

11. ORDERS

- 11.1. All orders made by you shall be deemed to be an offer made by you to purchase the selected product(s) and quantities set out in your order through the Services. All orders shall be subject to acceptance by us. Processing of payment for an order shall not in itself constitute acceptance of the order by us. We reserve the right to reject or cancel an order for any product(s). Any payment made for such an order may be rejected, cancelled, and/or refunded by us in accordance with the prevailing refund policy at such time.
- 11.2. All orders made by you are subject to stock availability. We reserve the right to cancel, amend, or reject your order, in whole or in part, at any time and without liability or compensation, where any product is out of stock, damaged, spoilt, or unavailable for any other reason. We reserve the right to limit your order or the quantity of a particular product you may order.

12. SUBSCRIPTION

- 12.1. By subscribing to our services, you will gain access to the features and services being offered under the MADANI Digital Trade Platform, in accordance with the subscription package you have selected. For detailed list of available services and subscription tiers, please visit: <https://vep.madanitrade.com/trade/aboutus>.
- 12.2. Each subscription is valid for a period of one (1) year from the date of successful payment. Prior to the expiry date, you will receive a notification to renew your subscription. If your subscription is no renewed by the expiry date, access to subscribed features and services will be temporarily suspended until renewal is completed and confirmed.
- 12.3. All confirmed subscriptions are non-cancellable and will remain active for the full duration of the subscription term. If you wish to deactivate your account, you may do so by sending a formal request to support@madanitrade.com. Please note that no refunds will be issued for cancellations, withdrawal, or non-usage during the active subscription period.
- 12.4. You may request to upgrade your subscription to a higher-tier package at any time during your active subscription period. Upon successful payment, your subscription will be renewed for one (1) year from the date of upgrade, and the prorated value of your remaining current subscription will be deducted from the total payable amount for the upgrade plan. The upgraded features and services will be made available immediately upon successful payment. Please note that no refunds will be issued if the prorated amount exceeds the new subscription fees.
- 12.5. Downgrades are not permitted. Once a subscription has been activated, users may not switch to a lower-tier package during the active terms. All features and entitlements of the original subscription will remain in effect until the end of subscription period.

- 12.6. We reserve the right to cancel, amend, or reject your subscription – either in whole or in part – at any of time and without liability or compensation, in cases of suspected unlawful use of the services or for any other reason deemed necessary by the MADANI Digital Trade Platform administrators. We also reserve the rights to restrict or suspend access to specific services or features if suspicious or unauthorized activity is detected during the subscription period.
- 12.7. Sales & Services Tax (SST) is the tax charged and levied on taxable service. Effect **01 July 2025**, SST will be imposed **8%** on prescribed taxable services (except where specifically exempted), as announced by the [Royal Malaysian Customs Department \(RMCD\)](#). Accordingly, MADANI Digital Trade will begin applying the SST rate to our platform services starting **1 July 2025**. Should there be any deferral to the effective date, MADANI Digital Trade will continue to apply SST in accordance with the prevailing tax laws.

13. PURCHASES AND PAYMENTS

- 13.1. We will process payments for your purchases using third-party payment service providers. We disclaim all liabilities related to the security of the payment methods you select. Any disputes regarding the payment method used shall be resolved between you and your bank, financial institution, or payment service provider.

14. LINKS TO THIRD-PARTY SITES AND SHARING VIDEOS FROM YOUTUBE

- 14.1. Third party links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of MADANI Digital Trade in any manner whatsoever and you therefore access them at your own risk.
- 14.2. MADANI Digital trade is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. MADANI Digital Trade is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by MADANI Digital Trade of any linked site and/or any of its content therein.
- 14.3. MADANI Digital Trade allows you to share videos from YouTube. By sharing YouTube Content, you hereby agree to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>).

15. LIMITATION OF LIABILITY

- 15.1. We, our directors, employees, agents, representatives, partners, merchants, or content providers expressly exclude to the fullest extent permitted by law all liability arising from any loss suffered as a result of your use of the Services or any related content. Our total liability shall be limited in aggregate to RM100.

16. WARRANTY

- 16.1. Your use of the Services is at your sole discretion and risk. We do not have any fiduciary duty or special relationship with you. The Services are provided on an "AS IS", "AS AVAILABLE" basis, without any representations or warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, non-infringement, and fitness for a particular purpose.

17. FRAUDULENT OR SUSPICIOUS ACTIVITY

- 17.1. If MADANI Digital Trade, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect MADANI Digital Trade, other Buyers or Sellers, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:
- We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;
 - We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by a competent court or elsewhere and directed to MADANI Digital Trade;
 - We may refuse to provide the Services to you now and in the future;
 - We may hold your funds for a period of time reasonably needed to protect against the risk of liability to MADANI Digital Trade or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

18. INDEMNIFICATION

- 18.1. You agree to indemnify and hold us, our officers, directors, employees, and agents harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees and costs, arising out of or in any way connected with:
- (a) your access to or use of the Services;
 - (b) your breach of these Terms; or
 - (c) your violation of the rights of any third party, including but not limited to intellectual property rights.

19. GOVERNING LAW

- 19.1. These Terms shall be governed by the laws of Malaysia, without respect to its conflict of laws principles.

20. CONTACT US

20.1. If you have any questions about this Terms of Use, please contact us at the contact details below:

Attention: Legal Officer
Email: legal@madanitrade.com

This Terms of Use was updated on **23 June 2025**.