

APPENDIX 1

Terms and Conditions for Vox Automated WhatsApp Order Management System

Last updated: December 30, 2020

1. Introduction

1.1. Vox provides the Platform and Services through the Twilio APIs for WhatsApp to the Merchant subject to the terms and conditions herein, including any future amendments thereof (“**Terms and Conditions**”) which shall be read together with the Merchant Agreement executed between the parties (collectively referred to as “**Agreement**”). In the event of a conflict between these Terms and Conditions and the terms of the Merchant Agreement, these Terms and Conditions shall prevail to the extent of the conflict.

1.2. To access and use the Platform, the Merchant must, as a pre-requisite:

1.2.1. be a registered business user of WhatsApp;

1.2.2. submit the following form to Twilio, Vox’s Independent Provider (defined under Clause 2.1 below) that facilitates and enables API integration with, among others, software belonging or operated by WhatsApp [*please insert link*];

1.2.3. obtain approval from Vox’s Independent Providers before being permitted to use the API; and

1.2.4. providing the Client Requirements List set out in **Schedule 1**.

1.3. The Merchant acknowledges and agrees that in order to access and use the Platform (including to process any data derived from the Platform), the Merchant shall comply with the terms of the Agreement, as well as terms and conditions of Vox’s Independent Providers, including but not limited to:

1.3.1. terms and conditions of Twilio, at [*please insert link of the terms*]; and

1.3.2. the WhatsApp Business Terms of Service at <https://www.whatsapp.com/legal/business-terms/>,

and any other related terms as may be prescribed by Vox's Independent Providers, as may be updated from time to time.

By accepting and using the Platform, the Merchant represents and warrants that the aforementioned terms and conditions have been read, reviewed and accepted and will be complied with at all times.

2. Definitions

2.1. Unless the context otherwise requires and save as specifically defined in the Agreement, the words and expressions defined in the Agreement shall have the same meaning when used herein.

“Applicable Laws” means all applicable laws, statutes and regulations, and all applicable orders, judgments, decisions, recommendations, rules, policies or guidelines passed or issued by any regulatory authority or any competent court, to the extent applicable to either of the parties, as the same may be amended and in effect from time to time during the term of this Agreement.

“Customers” means customers of the Merchant who utilises the Services.

“Fees” includes the Set- up Fee, Monthly Fee and Variable Fee and all such other fees to be paid, as further detailed in the Merchant Agreement.

“Merchant Agreement” agreement executed between Vox and the Merchant on the Effective Date.

“Outlets” refers to the list of the Merchant's outlets that will be utilising the Services as specified in **Appendix 3 (Listing of Outlets)** to the Merchant Agreement or as may be added by the Merchant from time to time, with the mutual agreement of Vox;

“Partner Software” refers to all software proprietary to the Partners to be integrated with the Platform.

“Partner” refers to the logistic and/or payment partners of the Merchant as may be approved by Vox that are involved in the provision of the Services and who has entered into a

commercial agreement or any other legal arrangement directly with the Merchant as detailed in the Merchant Agreement; and

“Vox’s Independent Providers” refers to Twilio, WhatsApp and all other third party involved or is a part of the provision of the Services, or any part thereof, each of which is independent from Vox and is not associated or affiliated with nor represented by Vox in any way.

1.1. Other terms used in the Agreement are defined in the context in which they are used and shall have the meanings indicated therein.

3. Access and Use of the Service

2.2. Description of the Platform

2.2.1. The Platform is a conversational virtual assistant or a “chatbot” which allows the Merchant to communicate and receive requests from the Customers in relation to any food order placement and the related enquiries. The Merchant will be able to access further details of the Platform at <https://www.thevoxasia.com/>.

2.2.2. Communications between the Merchant and the Customers through the Platform will occur exclusively via WhatsApp. In order to provide the Platform and Services, Vox shall provide the Merchant with a designated contact number (ownership of which vests with Vox at all times), which will be used by the Customers to place order with the Merchant.

2.2.3. The Merchant will be given access to the Dashboard in order to use the Platform, which provides information on, among others, sales report, these Terms and Conditions as may be updated from time to time, and such other information as Vox may deem appropriate.

2.2.4. The Merchant shall comply with all applicable guidelines or policies as may be issued or prescribed by Vox from time to time in relation to the access and use of the Dashboard and Platform.

2.2.5. The Merchant undertakes to allow access to the Dashboard and Platform only to one (1) authorised personnel, details of which shall be as stipulated in Clause 2 of the Merchant Agreement or as may be agreed in writing from time to time, and not to any other persons or entity. Merchant agrees that it shall be responsible for all

access and use of the Dashboard and Platform under the Merchant's account whether or not such access or use was made by the Merchant or its authorised personnel.

2.3. Set-up and on-boarding

2.3.1. The Merchant acknowledges that the set-up of the Platform and the on-boarding process will be dependent on the Merchant's timely cooperation and assistance to be provided to Vox, as well as deliverables to be provided by the Partners.

2.3.2. The Merchant agrees to cooperate with Vox in:

- a. (without prejudice to Clause 1.2.4) finalising the Client Requirements List set out in **Schedule 1** and providing any other information as may be required by Vox from time to time;
- b. providing the list of Outlets in **Appendix 3 (Listing of Outlets)** to the Merchant Agreement, that will be utilising the Services;
- c. facilitating the introduction and communication with any Partner for the integration of any Partner Software.

1.1.1. The Merchant shall be solely responsible for any delay in providing the necessary information to Vox and the failure of any Partner to facilitate any integrations of the Platform with Partner Software that results in a delay to complete the set-up of the Platform and the on-boarding process.

2.3.3. The Merchant agrees that by using this Service, the Merchant grants Vox and its successors and assigns, a non-exclusive, worldwide, royalty free, fully paid up, perpetual, non-revocable license under Merchant's copyright and other Intellectual Property Rights, to use, distribute, display, reproduce from all material and content listed under the Client Requirement List and made available by the Merchant pursuant to this Agreement, in any and all media in any manner.

1. Service Fee

1.1. By agreeing to subscribe to the Platform, the Merchant agrees to pay Vox the Fees specified in the Merchant Agreement in accordance with the payment terms as also specified therein. Unless, expressly agreed in writing, the Parties agree that all Fees paid under the Agreement shall not be refundable.

- 1.2. For the avoidance of doubt, no change (including additions, deactivation and removals) can be made to the Outlets, Partners or the Partner Software without the prior written consent of Vox.
- 1.3. The Merchant agrees that any approved changes which require further integration works or new integration works, will be subject to additional Fees as stipulated in the Merchant Agreement or as mutually agreed between the parties, whether in the form of a separate scope of work or otherwise.
- 1.4. Merchant acknowledges that:
 - 1.4.1. no refund will be given in relation to Fees paid for services which has to be ceased, repeated or redone due to a change in the Outlets, Partner or Partner Software;
 - 1.4.2. compensation shall be payable to Vox for deactivation of any Outlet prior to the expiry of a period of two (2) years (from the activation of the said Outlet) for the amount of the total recurring fees payable in relation to the said Outlet for the remainder of the aforementioned period which shall be calculated based on the monthly average of the recurring fees paid in relation to the subscription term thus far. The Merchant agrees that the amount of the compensation specified herein is fair in the circumstances and the Vendor hereby expressly undertakes to pay, without challenge, whether or not actual damage or loss is proved. The aforementioned shall be without prejudice to other legal or equitable right and remedies available to Vox.

3. **Merchant's Warranties**

- 3.1. The Merchant represents and warrants that:
 - 3.1.1. it is a corporation duly incorporated, validly existing and is in good standing under the Applicable Laws of the country in which it is incorporated;
 - 3.1.2. it has all the necessary corporate power and authority to own, lease and operate its assets and to carry on its business as presently conducted and as it will be conducted under the Agreement;
 - 3.1.3. it has all the necessary power, authority, rights or licences to use, display or distribute the intellectual property (including brands, logos, etc) associated with the Merchant's products or business;

- 3.1.4. it has all the necessary rights and authorisation to register its Outlets to the Service and shall be responsible for all access and use of each such Outlets, including for the payment of the applicable Fees for their activation and subscription;
- 3.1.5. it has all the necessary corporate power and authority to enter into the Agreement and to perform its obligations thereunder, and the execution and delivery of the Agreement and the consummation of the transactions contemplated thereby have been duly authorised by all necessary corporate actions on its part;
- 3.1.6. it is not a party to, and is not bound or affected by or subject to, any Applicable Laws, judgment or order which would be contravened or breached as a result of the execution of this Agreement or performance of the obligations and transactions contemplated by it;
- 3.1.7. it is not the subject of any pending or threatened claim (including claims subject to arbitration or other dispute resolution processes) which will or may limit its ability to meet its obligations under the Agreement and shall notify Vox immediately in writing in the event it becomes the subject of any such claim;
- 3.1.8. it has provided true, accurate, current and complete information in accessing and using the Platform and Service and shall update the information as necessary to keep it accurate, current, and complete;
- 3.1.9. it shall indemnify, defend and hold Vox harmless against all claims, demands, costs or losses incurred by Vox as a result of a breach by the Merchant of any terms and conditions under this Agreement.

3.2. The parties agree that the Merchant shall be the contracting entity for the Agreement and shall be responsible and liable for all access and use of the Service by its users as well as those of its Outlets. For this purpose, Merchant shall be responsible to ensure that all its users and Outlets comply with the terms of the Agreement and agrees that it shall be liable for their failure or breach to do so.

1.1. Unless otherwise agreed and without prejudice to Clause 5.2 above, the right to access and use the Platform and Services as granted under this Agreement, shall also be granted to all Outlets that has been approved and activated by Vox pursuant to this Agreement.

4. Licence

4.1. Grant of Licence. Subject to the Merchant's compliance with this Agreement and payment of the Fees, Vox grants the Merchant a limited, non-exclusive, non-sublicensable, revocable, non-transferrable licence to: (i) access and use the Platform solely in connection with the use of the Services; and (ii) access and use of any content, information and related materials that may be made available through the Services, in each case solely for internal business purposes.

4.2. Licence Restrictions

4.2.1. The Merchant shall not directly or indirectly, do or permit anything to be done through any other means or person:

- a. reproduce, duplicate, copy , distribute, sell, resell or otherwise exploit the Platform, or any portion thereof for any purpose whatsoever, including any commercial purpose or otherwise;
- b. modify, adapt, translate, reverse-engineer, decompile, disassemble or create derivative works of any portion of the Platform;
- c. use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement;
- d. interfere with or violate rights of any third party, including any intellectual property rights;
- e. remove any copyright, trademark or other proprietary rights notice from the Platform or materials originating from the Platform;
- f. impersonate any person or entity, falsely state or otherwise misrepresent any affiliation with any person or entity in connection with the Platform and/or the Services;
- g. gather or collect personal information through any means including using any robot, spider or other device or process to retrieve, data-mine or replicate or copy the Platform;
- h. use the Platform to distribute unsolicited electronic messages or any other content which is false, illegal, defamatory, harassing or obscene;
- i. use the Platform in any manner that could damage, disable, disrupt, interfere, overburden or impair the Platform;

- j. attempt to gain unauthorised access to the Platform or Dashboard of other Merchants through any means whatsoever, including hacking or password mining;
- k. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform;
- l. transfer or assign the profile password of the Platform, even temporarily, to a third party;
- m. further or promote any criminal activity or enterprise or provide instructional information about illegal activities.

1.1.1. In the event the Merchant fails to comply with the provisions set out herein, it may result in Vox in its sole discretion, to terminate, suspend or limit the Merchant's use of and access to the Platform.

4.2.2. The Merchant undertakes to notify Vox immediately upon becoming aware of the commission by any person of the restrictions stipulated in Clause 6.2.1.

1.1. Vox reserves the right at any time to revise and modify the Platform, release subsequent version thereof and to enhance or alter features, specification, capabilities, functions and other characteristics of the Platform, without notice to the Merchant. If any revision or modification to the Platform materially affects the Merchant's ability to conduct business, the Merchant's sole remedy against Vox is to terminate the Agreement.

7. Partner Software

4.3. In order to provide the Merchant with the access and use of the Platform and Services, the Platform would need to be integrated with the relevant Partner Software.

4.4. For this purpose, the Merchant agrees that it shall do all things necessary to procure the Partners' assistance and cooperation in the set up and activation of the Platform, including but not limited to procuring for Vox access to the Partner Software and other related materials and information as may be required by Vox for purpose of integration with the Platform.

4.5. The Merchant agrees that it shall remain solely responsible for the commercial and legal relationship with all Partners and undertakes to manage and oversee the provision of such assistance and cooperation by the Partners to ensure that the set up of the Platform can be carried out in a timely manner.

5. Service Levels

- 5.1. Updates or new releases of the Platform will be provided to the Merchant as and when it becomes available and the Merchant agrees that unless and until the Platform is updated to the latest version, Vox will not be liable for any deficiency or interruption to the Platform and Services.
- 5.2. Uptime of the Platform and Service may in certain circumstance, be highly dependent on the Partner, and Vox's Independent Providers involved in the provision of the Platform and Service. In the event of any incident, downtime or any other issue in relation to the use of the Platform, the Merchant shall provide Vox a written notice using the contact details as specified in Clause 2 of the Merchant Agreement or otherwise agreed in writing, specifying all details of the incident, downtime or any other issue as may be required by Vox to resolve the same.
- 5.3. The Merchant further agrees in the event Vox determines that the obligation to resolve the incident, downtime or issue lies with the Partners or Vox's Independent Providers Vox's only obligation is to escalate to the relevant party any issue pertaining to the Platform to be resolved by the Partner or the relevant Vox's Independent Providers, and if necessary, assist to facilitate any communications between the relevant parties
- 5.4. Notwithstanding Clause 8.3, the Merchant shall remain primarily responsible to liaise directly with the Partners and undertakes to provide all such information and documents as well as carry out all such actions as may be required by the Partners.

6. Disclaimer of Warranties

- 6.1. THE PLATFORM AND SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, WARRANTIES, COVENANTS, REPRESENTATIONS AND UNDERTAKINGS WHICH MIGHT BE IMPLIED, WHETHER BY STATUTE OR OTHERWISE, IN RESPECT OF VOX'S OBLIGATIONS HEREUNDER ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 6.2. VOX GIVES NO REPRESENTATION OR WARRANTY IN RELATION TO THE PARTNER SOFTWARE AND ANY REPRESENTATION OR WARRANTY MADE BY THE PARTNER IS BETWEEN THE MERCHANT AND THE RELEVANT PARTNER. FURTHER, VOX GIVES NO REPRESENTATION OR WARRANTY THAT (I) THE PLATFORM IS SUITABLE (II) THE SERVICE WILL MEET THE MERCHANT'S EXPECTATIONS, (III) THE SERVICE WILL BE

UNINTERRUPTED, TIMELY, SECURE OR ERROR- FREE, AND (III) ANY INFORMATION AS MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

7. Indemnity

- 7.1. The Merchant agrees to defend, indemnify, and hold Vox, Vox's directors, officers, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal fees and costs, arising out of or in any way connected with the access to or use of the Platform and/or Services; any breach of the terms of the Agreement and any other acts or omissions of the Merchants.
- 7.2. If at any time Vox reasonably determines that any claim might adversely affect Vox, Vox may take control of the defence at Vox's expense. The Merchant undertakes not to consent to the entry of any judgment or enter into any settlement without Vox's prior written consent.

8. Intellectual Property Rights

- 8.1. The Platform and Services is protected by copyright, trademark, and other laws of Malaysia. Except as expressly provided in this Agreement, Vox exclusively owns all rights, title and interest in and to the Platform and Services, including all associated intellectual property rights and the Merchant does not acquire any rights with respect thereto. The Merchant agrees that it shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform and Services.

9. Limitation of Liability

- 9.1. To the maximum extent permitted by law, Vox will not be responsible to the Merchant or any other person for any indirect, economic, incidental or consequential loss (including loss of profit), damage, claim, liability, expense or cost whether in contract or tort, equity, breach or statutory duty or otherwise arising out of or in connection with the Merchant's access to or use of the Platform and Services in any manner whatsoever.
- 9.2. In particular, Vox disclaims all liabilities in connection with the following:
 - 9.2.1. any Services and/or acts of any Partner or Vox's Independent Provider;
 - 9.2.2. incompatibility of the Platform with any of the Merchant's equipment, software or telecommunications links;

9.2.3. all material, information or data downloaded or obtained through the Platform and Services.

9.3. Notwithstanding the other terms of the Agreement, Vox's total cumulative liability under the Agreement shall not exceed the total amount paid or payable by the Merchant in the one (1) month prior to the occurrence of its breach of the Agreement.

10. Data Protection and Privacy

10.1. Vox may collect, process, store and use information about the Customers of the Merchant (e.g. name, phone number, conversations, timestamp of messages, location delivery details, etc.) ("**Merchant's Customer Data**") and all such other interactions with the Platform. The Merchant acknowledges and agrees that for the purpose of providing the Platform, ownership of the Merchant's Customer Data shall vest in Vox.

10.2. The Platform may facilitate transactions between the Merchant and the Merchant's Customer, but the Platform does not process payments or collect payment information. When the Customer makes payments, the Merchant or the Partner which provides the integrated payment system will be responsible for collecting and storing the payment information.

10.3. The Merchant acknowledges that Vox may access, use, process or otherwise disclose Merchant's Customer Data with the Partner and Vox's Independent Provider for the purpose of providing the Services and processing and carrying out any transactions between the Merchants and its customers.

10.4. The Merchant shall, at no additional cost, provide all such assistance and cooperation with Vox in providing any information or report for the purpose of complying with any audit requests by Vox's Independent Provider or by the Partner or for the purpose of demonstrating the Merchant's (and its Outlet's) use of the Service and of any Partner Software.

10.5. The Merchant undertakes that for all information made available in the Platform or otherwise provided to Vox, it shall comply with its own privacy policy in force from time to time, which shall form a part of this Agreement. The Merchant agrees to notify Vox on any amendments to its privacy policy and acknowledges that Vox may in its sole discretion, terminate, suspend or limit the Merchant's use of and access to the Platform if it is determined by Vox that the amendments to the Merchant's privacy policy will affect Vox's rights in relation to the information.

10.6. Without limiting the foregoing clauses, the Merchant agrees that in respect of all information made available in the Platform or otherwise provided to Vox, the Merchant warrants it has obtained all relevant consents for the collection, use, disclosure and storage of personal data of the Customer (including personal data of any individual which is provided by the Customer). This includes, without limitation, consent of the Customer for the Merchant's disclosure and sharing of their personal data to Vox and any third parties (e.g. the Partners) that may be engaged by Vox to provide the Platform and Services to the Merchant.

10.7. The Merchant further agrees that it shall do all things necessary to comply with Applicable Laws in relation to the processing of any personal data, and shall at all times, implement all such administrative, physical and technical measures required, (a) to preserve Vox's interests under this Agreement, (b) to meet or exceed industry standards which commensurate with sensitivity of the any data or information shared under this Agreement and (c) to prevent any unauthorised access, use processing, storage, destruction, loss, alteration or disclosure thereto.

10.8. Should the Merchant be aware of any suspected or actual breach of Merchant's Customer Data, the Merchant shall:

10.8.1. notify Vox, Partners and Customers immediately in writing describing the incident, including such details or information as may be required by Vox and Partners, such as the nature of the Merchant's Customer Data, when the incident occurred, the effect or impact it has on Vox, Partners and Customers; and

10.8.2. take prompt corrective or remedial actions (including any such instructions by Vox or the Partners) to respond to, mitigate, minimise or otherwise remove the effect or impact arising from the incident.

10.9. This clause is expressly stated to survive expiration termination of this Agreement.

11. Confidentiality

11.1. All technical information about the Platform and Services are of a confidential nature. The Merchant shall at all times keep confidential and procure that its respective employees and agents protect the confidentiality of such information, by using no less than a degree of care as if it is the Merchant's confidential information, to prevent the unauthorised use, disclosure or publication thereof. The Merchant (and its Outlets) shall use any such information it may receive only in conjunction with the use of the Platform in accordance with this Agreement.

11.2. This clause is expressly stated to survive expiration termination of this Agreement.

12. Term, Suspension and Termination

12.1. Subscription Period. By executing the Merchant Agreement as well as subscribing to the use of the Platform and Services, the Merchant agree to the Minimum Subscription Period as stipulated in Clause 6 of the Merchant Agreement in relation to each of its Outlets. Thereafter, unless terminated in accordance with the terms of the Agreement, the subscription for each Outlet shall be renewed in accordance with the terms of the Merchant Agreement .

12.2. Early Termination: The Merchant acknowledges that termination of this Agreement as a whole shall, unless otherwise expressly agreed, also terminate the subscription of all Outlets registered under the Merchant. Where the termination (whether as a whole or on a per outlet basis) is made prior to the expiry of a Minimum Subscription Period for any reasons whatsoever, the Merchant acknowledges that the said termination shall entitle Vox to receive payment as compensation, the amount of the monthly recurring Fees for each affected Outlet, for the remainder of the said period as prorated accordingly based on the monthly average of the Fees thus far. For the avoidance of doubt, the Merchant agrees that the amount of the compensation specified herein is fair in the circumstances and the Vendor hereby expressly undertakes to pay, without challenge, whether or not actual damage or loss is proved. The aforementioned shall be without prejudice to other legal or equitable right and remedies available to Vox.

12.3. Vox's Right to Suspend or Terminate. Vox reserves the right at its discretion to suspend, terminate, or otherwise limit the Merchant's or any of its Outlet's use and access to the Service if Vox considers that (a) the Merchant has breached any of the terms under this Agreement; (b) the Merchant has failed to comply with any payment obligations under this Agreement; (c) the Merchant used the Platform in a manner that Vox consider to be illegal or improper, without prior notice; (d) an emergency situation arises which in Vox's opinion may jeopardise the security of the Platform and its content; or (e) where required to do so by Vox's Independent Providers or as a results of the act of Vox's Independent Providers or where suspended, terminated, or otherwise limited by the Independent Providers for any reason, including due to the Merchant's breach of the terms by Vox's Independent Providers . Vox will not be liable to compensate the Merchant for any loss or damage arising from the inability to access the Dashboard, Platform or Services due to the suspension, limitation or termination herein. Vox's rights herein shall be in addition and without prejudice to Vox's rights to seek all remedies available under this Agreement, at law and in equity.

12.4. General Rights of Termination: Without prejudice to any other rights under the Agreement, either party will have the right to terminate this Agreement upon [x] days written notice to the other party if such other party: (i) is in material breach of its obligations under this Agreement

and has not cured such breach within [x] days of written notice thereof; (ii) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, files a petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; (iii) violates any Applicable Laws; or (iv) by mutual agreement for (v) for convenience. Termination under (v) however shall not be available to the Merchant during the Minimum Subscription Term.

12.5. Effect of Expiry or Termination. Expiration or termination of this Agreement shall not release the Merchant from its liability to pay any fees due to Vox as of the date of expiration or termination or which accrue thereafter, nor release the parties of any liability for its breach of any provision of this Agreement. Upon expiry or termination of the Agreement as a whole, each party will immediately cease representing to the public any affiliation between it and the other party in connection with the subject matter of this Agreement; and each party will return to the other party or destroy (at the other party's request) within [x] days from the effective date of termination, all confidential information of such other party except for information where ownership of the information has been assigned to Vox. All licences granted by one party to the other will immediately cease, and therefore the Merchant shall cease use of the Platform and Services as well as all information and data belonging to Vox immediately and shall be given [x] days from the effective date of termination to backup all information which is proprietary to the Merchant via the Dashboard. The Merchant further agrees to cease use of the designated phone number provided to the Merchant in order to provide the use and access of the Platform and Services.

13. Force Majeure

13.1. Vox will not be liable for incomplete fulfillment or non-fulfillment of the obligations hereunder where it results from events or circumstances beyond the reasonable control including but not limited to strikes, riots, civil disturbances, acts of terrorism, the act of any government or authority, epidemic, pandemic, power failure or failure of telecommunication lines (“**Force Majeure Event**”).

13.2. Vox agrees to give notice forthwith to the Merchant upon becoming aware of a Force Majeure Event which shall contain details of the circumstances giving rise to the Force Majeure Event.

13.3. If a default due to a Force Majeure Event continues for more than [insert period] then either party shall be entitled to terminate the Agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Force Majeure Event.

14. Governing Law and Dispute Resolution

- 14.1. Any disputes which may arise in connection with this Agreement should at first instance be settled by negotiations between the representatives of the parties. In the event such a dispute cannot be resolved within [x] days after such negotiations commences, the parties may through mutual agreement refer the dispute to either arbitration or to a Malaysian court of competent jurisdiction.
- 14.2. Where the resolution is to be by way of arbitration, the same shall be held under the auspices of the Asian International Arbitration Centre in Kuala Lumpur and conducted in accordance with the AIAC Arbitration Rules 2018. Such arbitration shall be presided by one (1) arbitrator who shall be appointed by the parties. The decision of the arbitrators shall be final and binding on the parties.

15. Miscellaneous

- 15.1. Exclusivity. During the term of this Agreement, the Merchant agrees not to enter into any arrangement, including but not limited to arrangements with another operator or service provider which provides or performs the same or similar services that Vox offers under this Agreement unless prior written consent has been provided by Vox.
- 15.2. Non-Compete. During the term of this Agreement, unless with prior written consent of Vox, the Merchant agrees not to use any information supplied by Vox under this Agreement or any confidential information, either on its own account or through any of its affiliates, or in conjunction with or on behalf of any other person, to establish, incorporate, form, or carry out any business in direct competition with the business as conducted by Vox. This clause is expressly stated to survive expiration or termination of this Agreement.
- 15.3. Non-Solicitation. Neither party shall, directly or indirectly, solicit or procure any employees or contractors of the other party who are directly employed or engaged in connection with the Agreement and its subject matter for a period beginning on the Effective Date and continuing until [insert period] after the expiry or termination of this Agreement, without the consent of the other party.
- 15.4. Nature of Relationship. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.
- 15.5. Publicity. Either party shall not, without the prior written consent of the other party (which shall not be unreasonably withheld), publicly announce or otherwise disclose, the existence or the terms of this Agreement, or release any publicity regarding this Agreement.

- 15.6. Notice. Except as otherwise provided under this Agreement, all other notices required to be given hereunder by a party hereto shall be in writing sent by either (i) prepaid courier which shall be deemed effective when received with a signed delivery receipt or (ii) by e-mail which shall be deemed effective within two (2) business days after the email is sent, to the contact listed in Clause 2 of the Merchant Agreement. Each party shall notify the other of any change of details listed in Clause 2 of the Merchant Agreement within forty-eight (48) hours of such change.
- 15.7. Language. Notwithstanding anything to the contrary, All written communications between the parties and all documents supplied shall be in the English language.
- 15.8. Waiver. Unless expressly waived in writing, no delay, failure, neglect or forbearance of either party in any instance to exercise its right, power, privilege hereunder or under law shall constitute a waiver of any right arising from, pursuant or under this Agreement.
- 15.9. Cumulation of Remedies. Subject to the specific limitation set out in the Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy provided under this Agreement or existing at law or in equity by statute or otherwise.
- 15.10. Severability. In the event any provision of this Agreement is or becomes prohibited by law or is held by a court of competent jurisdiction to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.
- 15.11. Survival. The clauses on Warranties, Intellectual Property Rights, Confidentiality, Limitation of Liability, Indemnity, and such other clauses which (whether expressly or by implication) are meant to survive the termination or expiry of the Agreement shall continue to bind the parties following the termination or expiry of the Agreement.
- 15.12. Incidental Costs. Each party will bear its own costs incidental to the preparation of this Agreement, including but not limited to, its own legal costs and other costs and expenses arising in connection with the drafting, negotiation and execution of this Agreement.
- 15.13. Appendices and Schedules to the Agreement. All Appendixes and Schedules to the Merchant Agreement and these Terms and Conditions respectively shall form an integral part of the Agreement.
- 15.14. Entire Agreement. This Agreement including its schedules or appendices (as applicable) sets out the entire agreement between the parties and supersedes any prior arrangements or agreements whether oral or written between the parties relating thereto, to the extent

that the prior arrangements or agreements do not conflict with this Agreement, in which this Agreement shall prevail.

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Schedule 1 to the Terms and Conditions

Client Requirements List

List of information to be provided to Vox:

Menu	Items list (name and pricing) Items variation (e.g. hot, cold) Items size (piccolo, grande) Image of the menu Image of single items Ingredients / Toppings
Promo & Offers	Bundle / Combo Promo / Discounts Related images (if any)
FAQ	Answer to Vox's pre-defined Q&A List
Outlets	Exact Locations Contact numbers WhatsApp n. (if any)
Partners	Online payment system Logistic Partner
FB Business Verification For WA Activation	<ol style="list-style-type: none">1. FB Business Button Verification (grey):<ol style="list-style-type: none">a. Request activation through Twiliob. https://www.twilio.com/whatsapp/request-accessc. Collect FB Business Manager ID for each brand1. FB Business Verification Business Details<ol style="list-style-type: none">a. Verify the Legal Business Name: Business license or Certificate of Incorporationb. Business Address Verification: Utility bill e.g. phone or electricity bill, Certificate of formation or incorporation3. Twilio Bundle<ol style="list-style-type: none">a. Company Profile with CTC (from SSM)b. Letter of Authorization for representativec. Documents of representative

**APPENDIX 2 TO THE MERCHANT AGREEMENT
SERVICE DETAILS**

(Please append or incorporate the Service Details accordingly)

**APPENDIX 3 TO THE MERCHANT AGREEMENT
LISTING OF OUTLETS**

(Please append or incorporate the listing of the Merchant's participating Outlets accordingly)