

SHOPEEFOOD DELIVERY PARTNERS

TERMS OF SERVICE

SECTION 1: GENERAL TERMS

- 1.1. Welcome to the ShopeeFood platform, a food delivery platform (the "Platform") operated by Shopee Mobile Malaysia Sdn. Bhd. and its affiliates and subsidiaries (individually and collectively referred to as "we", "us", "our", "Shopee") in Malaysia. These terms and conditions and Shopee Policies contain the terms and conditions on which you as third party service provider ("you" or "Delivery Partner") will deliver food and/or beverages ("Products") from the merchants, who are either participating as registered merchants of Shopee or not participating as registered merchants of Shopee ("Merchants"), to customers ("Customers") and constitutes a legally binding agreement between you and Shopee ("Terms of Service"). Please read these Terms of Service carefully before delivering any Products on our Platform. By using the Shopee Services and/or delivering any Products on our Platform through Shopee Services, you give your irrevocable acceptance of and consent to be bound by these Terms of Service and any part thereof.
- 1.2. Shopee Policies are integral and form inseparable parts of these Terms of Service. In the event of any inconsistency between these Terms of Service and the Shopee Policies, the Shopee Policies shall prevail.
- 1.3. SHOPEE IS A TECHNOLOGY COMPANY WHICH PROVIDES SERVICES, INCLUDING, BUT NOT LIMITED TO, AN ONLINE PLATFORM SERVICE THAT PROVIDES A PLACE AND OPPORTUNITY FOR THE DELIVERY OF PRODUCTS BY YOU. SHOPEE DOES NOT PROVIDE OR ACT AS PROVIDER OF TRANSPORTATION SERVICE, COURIER, POST, DELIVERY SERVICE, ETC, OR ACT AS AGENT OF ANY PERSON OR ENTITY. THE ACTUAL CONTRACT FOR DELIVERY SERVICE OF THE PRODUCTS IS DIRECTLY BETWEEN YOU AND CUSTOMERS. SHOPEE IS NOT A PARTY TO THAT CONTRACT OR ANY OTHER CONTRACT BETWEEN YOU, MERCHANTS, AND/OR CUSTOMERS, AND ACCEPTS NO OBLIGATIONS OR LIABILITIES IN CONNECTION WITH ANY SUCH CONTRACT. YOU SHALL ACT AS AN INDEPENDENT THIRD-PARTY SERVICE PROVIDER AND SHALL NOT REPRESENT TO BE AN AGENT, EMPLOYEE, OR STAFF OF SHOPEE. THE DELIVERY SERVICES SHALL NOT BE DEEMED TO BE PROVIDED BY SHOPEE.

SECTION 2: DEFINITIONS

In these Terms of Service, the following words shall have the meanings ascribed below:

- 2.1 "Affiliate" means, in relation to a party, any entity that controls, is under control, or is under common control with that party, where "control" means direct or indirect ownership of more than 50 percent of the voting rights or similar ownership rights, the party or the legal force to direct or induce general management directives and the policies of the party, whether through voting rights, by contract or not, and "controlling" and "controlled" shall be interpreted accordingly;
- 2.2 "Applicable Laws" shall mean any applicable law, statute, regulation, order, judgement, decision, recommendation, rule, policy or guideline passed or issued by parliament, government or any competent court or authority in Malaysia existing at this time or in the future;
- 2.3 "Customer Charges" shall mean charges incurred by Customers for the Delivery Services obtained through the use of the Shopee Services, including the delivery service fee, any

applicable tolls, taxes and any other fees or charges that may be due for a particular use of the Shopee Services and the Delivery Services;

- 2.4 “Delivery Services” means the delivery service provided by you to Customers under these Terms of Service;
- 2.5 “Personal Data” is any information which can be used to identify a person or device or from which a person or device is identifiable. This includes, but is not limited to, a person’s or a device’s name, nationality, telephone number, bank and credit card details, personal interests, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, religion, health information, vehicle and insurance information;
- 2.6 “Platform” means Shopee technology platform, application, portal or website that enables Customers to request the delivery of Products from you;
- 2.7 “Shopee Services” means connecting the Customers to you through the Platform for the delivery of the Products ordered by the Customers. For the avoidance of doubt, Shopee Services provided by Shopee shall not include the Delivery Services as the Delivery Services are provided by you to the Customer directly;
- 2.8 “Shopee Policies” means:
- (a) Shopee Privacy Policy; and
 - (b) any and all other forms, policies, notices, guidelines, frequently asked questions (FAQs), or agreements provided to or entered into by you and/or provided in the Platform, from time to time; and
- 2.9 “Shopee Privacy Policy” means the privacy policy of Shopee as can be accessed in: <https://shopee.com.my/docs/6906>.

SECTION 3: REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 3.1 You represent, warrant and undertake to Shopee on a continuing basis that:
- (a) You possess a valid driver’s license and are authorized to operate a motor vehicle and have all the appropriate licenses, approvals and authority to provide transportation or delivery services for hire to third parties;
 - (b) You are at least 18 (eighteen) years of age and of sound mind, are not under guardianship and has full legal capacity to bind yourself to these Terms of Service and to exercise your rights and perform your obligations hereunder;
 - (c) All the information which you provide shall be true and accurate;
 - (d) If applicable, you own, or have the legal right and authority to operate, and you have all appropriate licences, private vehicle insurance and approvals in respect of, the vehicle, motorcycle, bicycle or other mobility device (“Vehicle”) which you intend to use when providing the Delivery Services, and such Vehicle is in good operating condition and meets the industry safety standards for Vehicles of its kind and/or Shopee Policies (as applicable);
 - (e) If applicable, you shall use the appropriate road safety equipment (e.g. helmet) when providing the Delivery Services;

- (f) You will be solely responsible for any and all claims, judgments and liabilities resulting from any accident, loss or damage, including, but not limited to, personal injuries, death, total loss and property damage which is due to or is alleged to be a result of the Delivery Services provided by you;
- (g) You will obey all Applicable Laws related to the operation of a delivery service at all times, and will be solely responsible for any violations of such Applicable Laws;
- (h) You will only use Shopee Services and provide the Delivery Services for the intended and lawful purpose in accordance with Applicable Laws;
- (i) You do not have any criminal records in Malaysia or any other jurisdictions;
- (j) You will immediately provide Shopee with any additional documents or information requested by Shopee related to these Terms of Service, including proof of identity, proof of ownership, or the right to use the Vehicle. You agree that you may be subject to background checks, criminal records and driving records checks from time to time and that you will cooperate in this regard as required or requested by Shopee;
- (k) You will not contact Customers for purposes other than in connection with the Delivery Services;
- (l) You are aware that when responding to Customers, standard telecommunication charges (if any) shall be solely borne by you;
- (m) You will not disclose to anyone any confidential information, including Personal Data (including Personal Data that belongs to Customers or that you obtain during the provision of the Delivery Services), information about Shopee's business, affairs, customers, clients or suppliers and / or its Affiliates;
- (n) You will only use the internet access point and data account which you are authorized to use;
- (o) You must not engage in fraudulent, misleading or deceptive activities when using the Shopee Services and providing the Delivery Services;
- (p) You agree that you are forbidden from giving coupons and suggesting any other form of discounts to Customers. You are strictly forbidden from using the Shopee Services and Delivery Services for other purposes such as, but not limited to, data mining of Shopee's information or information related to the Platform, the Shopee Services or Delivery Services. A breach hereof constitutes a grave offence and may be treated as industrial espionage or sabotage, and Shopee reserves the right to take such action as may be appropriate or permitted under the Applicable Laws against you; and
- (q) You will not damage the reputation of Shopee or its Affiliates in any way. This undertaking given by you to Shopee shall survive termination of these Terms of Service and shall continue to apply to you.

SECTION 4: LICENCE GRANT

- 4.1 Shopee and its licensors, where applicable, grant you a revocable, non-exclusive, non-transferable, limited license to use and access the Platform to use the Shopee Services, subject to the terms and conditions of these Terms of Service. All rights not expressly granted to you are reserved by Shopee and its licensors.

SECTION 5: FEES AND PAYMENTS

- 5.1 In consideration of the provision of the Delivery Services by you and subject always to this Clause 5, you understand and agree that you are entitled to fees equivalent to the balance of the delivery service fee charged to the Customer on the Platform after the deduction of the Shopee Service Fee (as defined below) (“Delivery Service Fare”).
- 5.2 As part of Shopee Services, Shopee shall facilitate the charging of Customer Charges (which includes the delivery service fee) by Driver Partners to Customers by providing the Customer Charges for each Delivery Service on the Platform. You may, at your absolute discretion, accept or reject to carry out the Delivery Services based on the Customer Charges listed on the Platform by not performing the Delivery Services.
- 5.3 The Delivery Partner gives Shopee the right and authority to update the basis for any factor or component of the Customer Charges offered and calculated through the Platform at any time, at its absolute discretion in accordance with the Applicable Laws.
- 5.4 You understand and agree that Shopee may, to the extent permitted by the Applicable Laws, with reasonable notification to you, adjust or cancel Customer Charges charged in connection with the provision of the Delivery Services, including, but not limited to, instances where Shopee discovers that there is an error in the Customer Charges calculation, there is a violation of these Terms of Service, there is a fee charged when it should not be (or vice versa), or there is a complaint from the Customer.
- 5.5 You understand and agree that the Customers may choose to pay the Customer Charges by various payment methods, including, but not limited to, (if applicable) cash, credit card, debit card, loan facility or by using electronic money services, including ShopeePay.
- 5.6 You understand and agree that if the Customer chooses to pay the Customer Charge for the Delivery Service by cash, the Customer shall pay the cash directly to you and you shall only collect the exact amount of Customer Charge from the Customer. Shopee shall deduct the price of the Product from your Delivery Partner Wallet as deposit for the provision of the Delivery Service and thereafter make the necessary adjustments to the funds in your Delivery Partner Wallet to reflect the Delivery Service Fare payable to you for the relevant Delivery Service.
- 5.7 The fees and taxes applicable under Applicable Laws, including Sales and Service Tax (SST) which you pay Shopee for the Shopee Services are due immediately after the completion of each Delivery Services and are non-refundable (“Shopee Service Fee”). Subject to any limitation provided under the Applicable Laws, the Shopee Service Fee for each Delivery Service transaction shall comprise of a certain percentage or portion of the delivery service fee charged to the Customer and any other fees or charges to be determined by Shopee at its absolute discretion (if any), including taxes payable under Applicable Laws. This no-refund policy shall apply at all times regardless of your decision to terminate your access to the Platform, our decision to terminate or suspend your access to the Platform, disruption caused to the Shopee Services (whether planned, accidental or intentional) or any other reason whatsoever.
- 5.8 The calculation of Shopee Service Fee payable by the Delivery Partner shall be calculated by Shopee Services’ systems and shall, subject to Applicable Laws, be applied to you at any time by Shopee. Subject to Applicable Laws, Shopee may, at its absolute discretion, update the basis on which the Shopee Service Fee is calculated at any time. Shopee shall provide you with prior reasonable notice of any such updates. You agree that any Shopee Service Fee to be paid to Shopee on or after the date on which a new update takes effect shall be subject to

the most recent calculation basis for the Shopee Service Fee. As part of Shopee Services, Shopee Services' system shall generate a receipt for each Delivery Service under your name on the Platform, documenting the Shopee Service Fee that must be paid by the Delivery Partner and the Customer Charges that must be paid by the Customer for the provision of the relevant Delivery Service.

- 5.9 YOU ACKNOWLEDGE AND CONFIRM THAT SHOPEE MAY ADMINISTER AND ACT AS YOUR COLLECTION AGENT TO PAY TO YOU THE TOTAL AMOUNT OF CUSTOMER CHARGES DUE TO YOU IN RESPECT OF YOUR PROVISION OF THE DELIVERY SERVICES.
- 5.10 Shopee may, at its absolute discretion, make promotional offers with different features and different rates applicable to the Delivery Services to any of the Customers and you agree that these promotional offers offered by Shopee shall be honoured by you.
- 5.11 Delivery Partner Wallet: Shopee shall administer payments to you, and deduct fees from you, by way of an electronic wallet system on the Platform (the "Delivery Partner Wallet"). Your earnings will be displayed in the Delivery Partner Wallet and may be withdrawn by you to your designated bank account, or, if applicable, to such other recipient accounts as are made available in the Platform. You hereby authorize and grant power to Shopee Affiliates and Shopee or its Affiliate reserves the right to make such deductions from the Delivery Partner Wallet as are provided for in these Terms of Service, or as are notified to you through the Platform.
- 5.12 Minimum Balance: You must at all times maintain a positive or a certain amount of minimum balance in your Delivery Partner Wallet ("Minimum Balance") in order for you to use the Shopee Services. The amount of such Minimum Balance shall be prescribed by Shopee and shall be notified to you through the Platform. The prescribed Minimum Balance may be changed at any time at Shopee's absolute discretion. You may add funds to your Delivery Partner Wallet to fulfil the Minimum Balance requirement. The funds may be added in any manner prescribed by Shopee from time to time.
- 5.13 The funds in your Delivery Partner Wallet shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances. You agree that you will not receive interest or other earnings on your Driver Wallet's balance. Shopee may receive interest on funds that Shopee holds on your behalf, and you agree to assign your rights to any interest derived from the funds in your Delivery Partner Wallet to Shopee.

SECTION 6: ORDERS AND CANCELLATION

- 6.1 You acknowledge that Customers rely on you for the provision of the Delivery Services. You agree that high and/or frequent cancellation rates or actions such as ignoring the Customers' bookings will impair the Customers' experience and negatively impact the reputation and branding of Shopee.
- 6.2 Shopee reserves the right to determine its policies on orders and cancellation including, but not limited to, types of Products, minimum value of order, location of orders, orders allocation, delivery distance, and acceptable reasons for cancellation.
- 6.3 You shall directly deal and resolve any complaints, negotiations of disputes or disputes with the Customers and/or Merchants relating to the provision of the Delivery Services.

SECTION 7: INTELLECTUAL PROPERTY

- 7.1 Shopee and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Platform and by extension, the Shopee Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Shopee Services and/or the Delivery Services. These Terms of Service do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Shopee Services, the Platform, or any intellectual property rights owned by Shopee and/or its licensors. Shopee's name and logo are owned by Shopee, and no right or license is granted to you to use them.

SECTION 8: TAXES

- 8.1 You agree that these Terms of Service are subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be applicable from time to time. You shall comply with all Applicable Laws and take all steps required to enable, assist and/or defend Shopee to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Shopee Services.
- 8.2 You are accountable for paying any tax and statutory contributions due in respect of sums payable to you under or in connection with these Terms of Service.

SECTION 9: CONFIDENTIALITY

- 9.1 You shall maintain in confidence all information and data relating to Shopee, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of Shopee (whether orally or in writing and whether before, on or after the date of these Terms of Service) or which are otherwise directly or indirectly acquired by you from Shopee or created in the course of these Terms of Service. You shall further ensure that you only use such confidential information in order to use the Shopee Services, and shall not without Shopee's prior written consent, disclose such information to any third party nor use it for any other purpose.

SECTION 10: DATA PRIVACY

- 10.1 Shopee collects and processes your Personal Data in accordance with its Privacy Policy. The Privacy Policy applies to the Shopee Services and its terms are made a part of this Agreement by this reference.
- 10.2 Where applicable, you agree and consent to Shopee collecting, using, processing and disclosing Personal Data as described in the Privacy Policy.
- 10.3 You acknowledge that Shopee may disclose Personal Data of other individuals to you in the course of your use of the Shopee Services or the provision of the Delivery Services. You represent, warrant and undertake to Shopee that you will only use such Personal Data for the purposes for which it was disclosed to you by Shopee and not for any other unauthorized purposes.

SECTION 11: INDEMNIFICATION

- 11.1 By agreeing to these Terms of Service through the use of the Shopee Services, you agree that you shall indemnify and hold Shopee, its licensors and each such party's Affiliates, officers, directors, members, employees, attorneys and agents (collectively, "Indemnified Parties") harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) which any of the Indemnified Party incurs, resulting from, arising out of or in connection with: (a) your use of the Shopee Services and the Platform in your dealings with Customers, Merchants, providers, partners, advertisers and/or sponsors; (b) your violation or breach of any term of these Terms of Service, any third party terms and conditions or any Applicable Laws, whether or not referenced herein; (c) your violation of any rights of any third party, including Customers through the Shopee Services or Delivery Services; (d) your use or misuse of the Shopee Services, the Delivery Services and/or the Platform; or (e) where applicable, your ownership, use or operation of any Vehicle, including your provision of Delivery Services to Customers through the Shopee Services.

SECTION 12: DISCLAIMER OF WARRANTIES

- 12.1 Shopee makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Shopee Services and/or the Platform. Shopee does not represent or warrant to you that: (a) the use of the Shopee Services and/or the Platform will be secure, uninterrupted, free of errors or other harmful components, or operate in combination with any other hardware, software, system or data; (b) any stored data on the Platform will be accurate or reliable; or (c) the Shopee Services and/or the Platform, or quality of any products, services, information or other materials purchased or obtained by you through the Platform will meet your requirements or expectations. The Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded to the extent permissible by law.
- 12.2 Where applicable, you acknowledge that Shopee's role as collection agent is solely mechanical and administrative in nature and Shopee does not owe a duty of care or any fiduciary duties to you.
- 12.3 You acknowledge that different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Platform. While Shopee may continuously develop the Platform in order to, as far as possible, support all commonly used devices and models in markets and all browsers where the Platform is likely to be accessed from, Shopee makes no representation, warranty or guarantee to you as to the compatibility of the Platform with specific mobile devices or other hardware that you may use.

SECTION 13: YOUR RESPONSIBILITY

- 13.1 You are fully responsible for the decisions you make to use the Platform to provide the Delivery Services. You are fully responsible for any losses and/or claims arising from the use of the Platform for the provision of the Delivery Services, either by you or any other parties, in a manner that is contrary to these Terms of Service or the Applicable Laws, including, but not limited to, anti-money laundering, anti-terrorism financing, criminal activity, fraud in any form (including, but not limited to, phishing and/or social engineering activities), violation of intellectual property rights, and / or other activities that harm us, the public and / or any other party or which can or is deemed to damage our reputation.

- 13.2 You expressly defend, indemnify and release our Indemnified Parties from any and all obligations, consequences, losses whether material or immaterial, from all kinds of demands, costs (including attorney fees), lawsuit, legal liability or other legal action whether in a civil suit or any criminal charges experienced by you, which arise or may arise in the event of or in connection with:
- (a) your violation of these Terms of Service or the Applicable Laws;
 - (b) your performance or provision of the Delivery Services;
 - (c) your use of the Shopee Services;
 - (d) any tax obligations, demands and/or fines charged to you and/or to us or our Affiliates in connection with your income that arises due to the performance of the Delivery Services or that arises due to your error or negligence to comply with your tax obligations pursuant to Applicable Laws;
 - (e) any claim or suit which states that you are an employee, worker, agent or representative or our Affiliates, any claim or suit from other parties, legal entities, regulators, government authorities, which is based on an employment, agency or representative relationship, including, but not limited to, with respect to wages, contributions to the employees provident fund and or other payment obligations under Applicable Laws; or
 - (f) misinterpretation and/or your disagreement with respect to Delivery Service Fare, Customer Charges, Shopee Service Fee, and/or payments for promotional activities as provided for in these Terms of Service.
- 13.3 In connection with the above and subject to these Terms of Service, we may, at our absolute discretion, make any adjustments, including deductions, to the Delivery Partner Wallet.
- 13.4 You acknowledge that Shopee may implement a penalty scheme for its Delivery Partners wherein Delivery Partners shall receive penalty points from Shopee for carrying out any restricted or prohibited conduct relating to the provision of the Delivery Services. Shopee may at any time, analyse the penalty points given to you, and may, at its absolute discretion, take all appropriate actions against you, including, but not limited to, suspending your use of the Shopee Services or your provision of the Delivery Services without any notice or compensation to you.

SECTION 14: INTERNET DELAYS

- 14.1 THE SHOPEE SERVICES AND/OR PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, INCLUDING, BUT NOT LIMITED TO, THE DEVICE USED BY YOU OR THE CUSTOMER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. SHOPEE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES AND/OR LOSSES RESULTING FROM SUCH PROBLEMS.

SECTION 15: DURATION AND TERMINATION

- 15.1 These Terms of Service will continue until terminated in accordance with the terms set out therein.
- 15.2 We may terminate these Terms of Service:
- (a) at any time, with prior notification to the Delivery Partner without assigning any reason;
 - (b) immediately, with prior notification to the Delivery Partner, if the Delivery Partner violates any term of these Terms of Service, including Shopee Policies, without prejudice to any other rights and remedies available to Shopee;
 - (c) immediately, with reasonable prior notification to the Delivery Partner, if the Delivery Partner violates other agreements with us, our Affiliates or other third parties (and/or their Affiliates) who cooperate with us to provide Products, goods and/or services to Delivery Partners and/or Customers;
 - (d) at any time, with prior notification, if the Delivery Partner is unfit or unable to provide Delivery Service for a long period of time for whatever reason; or
 - (e) at any time, with prior notification, if the Delivery Partner commits an alleged criminal act or the Delivery Partner is found guilty of a criminal offence by a court in Malaysia or any jurisdiction.
- 15.3 The Delivery Partner shall on termination of these Terms of Service:
- (a) immediately delete the Platform application from the Delivery Partner's mobile device;
 - (b) immediately stop providing the Delivery Services;
 - (c) not use reference to ShopeeFood for any purposes; and
 - (d) immediately, settle any obligation to pay any money owed to Shopee, our Affiliates and/or other third parties (and/or their Affiliates) who cooperate with us to provide Products, goods and/or services to Delivery Partners and/or the Customer pursuant to these Terms of Service (and, for this purpose, Shopee reserves the right to deduct the relevant amount from Your Delivery Partner's Wallet as provided in Section 5 of these Terms of Service).
- 15.4 If there are still rights and obligations under these Terms of Service that have not been resolved by the Delivery Partner and/or Shopee respectively, then the related provisions in these Terms of Service will remain valid and binding until the respective rights and obligations are completed by the Delivery Partner and/or Shopee respectively. The other provisions in these Terms of Service which are intended to survive termination of these Terms of Service shall remain valid and binding on the Delivery Partner.

SECTION 16: LIMITATION OF LIABILITY

- 16.1 UNLESS OTHERWISE STATED, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, ANY CLAIMS AGAINST SHOPEE BY YOU SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU

UTILISING THE SHOPEE SERVICES DURING THE EVENT GIVING RISE TO SUCH CLAIMS. SHOPEE AND/OR ITS LICENSORS SHALL NOT BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT WITHOUT LIMITATION TO, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR ANY LOSS, DAMAGE OR INJURY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE INCURRED BY YOU, ANY CUSTOMER OR MERCHANT, INCLUDING, BUT NOT LIMITED TO:

- (a) ANY LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SHOPEE SERVICES AND/OR THE PLATFORM;
 - (b) THE USE OR INABILITY TO USE THE SHOPEE SERVICES AND/OR THE PLATFORM; OR
 - (c) AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY CUSTOMER, MERCHANT, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE PLATFORM OR IS REFERRED TO BY THE SHOPEE SERVICES, AND/OR THE PLATFORM, EVEN IF SHOPEE AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 16.2 SHOPEE DOES NOT WARRANT OR REPRESENT TO YOU THAT IT ASSESSES OR MONITORS THE SUITABILITY, LEGALITY, ABILITY, MOVEMENT OR LOCATION OF ANY CUSTOMERS AND YOU EXPRESSLY WAIVE AND RELEASE SHOPEE FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE CUSTOMERS OR MERCHANT.
- 16.3 NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY SHOPEE'S NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY ON THE PART OF SHOPEE THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED UNDER APPLICABLE LAWS.
- 16.4 SHOPEE SHALL NOT BE A PARTY TO ANY DISPUTES OR NEGOTIATION OF DISPUTES BETWEEN YOU AND THE CUSTOMERS OR MERCHANTS.

SECTION 17: NOTICE

- 17.1 Shopee may give notice through the Platform, electronic mail to your email address in the records of Shopee, or by written communication sent by registered mail or pre-paid post to your address in the records of Shopee. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to Shopee (such notice shall be deemed given when received by Shopee) by using the methods and contact details as provided in the Platform.

SECTION 18: FORCE MAJEURE

- 18.1 The non-performance of either Shopee or you of any obligations under these Terms of Service shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and is not caused by the negligence of the non-performing party.

SECTION 19: ASSIGNMENT

- 19.1 Unless otherwise stated herein, these Terms of Service as modified from time to time may not be assigned by you without the prior written approval of Shopee, but may be assigned without your consent by Shopee. Any purported assignment by you in violation of this section shall be void.

SECTION 20: DISPUTE RESOLUTION

- 20.1 These Terms of Service shall be governed by and construed in accordance with the laws of Malaysia. Any dispute, controversy, claim or causes of action arising out of or in connection with these Terms of Service against or relating to Shopee shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre ("AIAC") in accordance with the Arbitration Rules of the AIAC ("Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The number of arbitrations shall be one (1) arbitrator appointed by mutual agreement between you and Shopee ("Arbitrator"). If you and Shopee are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of AIAC in accordance with the Rules. Any arbitral award shall be made in writing and shall be final and binding on you and Shopee. The seat and venue of the arbitration shall be Kuala Lumpur, in the English language and the fees of the Arbitrator shall be borne equally by you and Shopee, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under Applicable Laws.
- 20.2 These Terms of Service and the rights and obligations of you and Shopee under these Terms of Service shall remain in full force and effect pending the award in any arbitration proceeding hereunder, save for the part in dispute and is to be determined in the arbitration proceeding.

SECTION 21: GENERAL

- 21.1 Nothing contained in these Terms of Service shall be construed as creating any agency, partnership, or other form of joint enterprise between you and Shopee, nor does it authorise you to incur any costs or liabilities on Shopee's behalf.
- 21.2 If any provision of these Terms of Service is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.
- 21.3 The failure of Shopee to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision.

- 21.4 These Terms of Service comprises the entire agreement between you and Shopee in relation to the matters stated herein and supersedes any prior or contemporaneous negotiations or discussions.
- 21.5 Unless provided otherwise in these Terms of Service, you agree that we may do any of the following, at any time, without notice:
- (a) modify, suspend or terminate operation of or access to the Platform, or any portion of the Platform (including access to your account and/or the availability of any products or services), for any reason;
 - (b) modify or change any applicable policies or terms, including, but not limited to these Terms of Service and Shopee Policies by posting the revised policy or terms on the Platform. Your continued use of the Shopee Services after the revised policy or terms has been posted on the Platform shall constitute your acceptance of the revisions; and
 - (c) interrupt the operation of the Platform or any portion of the Platform (including access to your account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. We shall not be required to compensate you for any such suspension or termination.
- 21.6 Save for the parties who are indemnified pursuant to the indemnification provisions set out herein, these Term of Service do not give rights to any third parties who are not party to these Terms of Service.
- 21.7 Shopee reserves all rights not expressly granted herein.
- 21.8 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for Shopee's Affiliates (and each of Shopee's and its Affiliates' respective successors and assigns).

I HAVE READ THESE TERMS OF SERVICE AND AGREE TO ALL OF THE TERMS CONTAINED ABOVE AND ANY REVISION TO THE SAME HEREAFTER. BY USING THE SHOPEE SERVICES AND/OR DELIVERING ANY PRODUCTS ON OUR PLATFORM THROUGH SHOPEE SERVICES, I GIVE MY IRREVOCABLE ACCEPTANCE OF AND CONSENT TO BE BOUND BY THESE TERMS OF SERVICE.