LEGAL

Terms of Use of MerchantMate

Merchant Mate Sdn Bhd (Registration No. 202001008655) · Last updated: 20 November 2026

The merchant subscribing to Merchant Mate and licensed to operate their business using Merchant Mate and online platform Olarme, agrees to these general terms, rights and responsibilities between the merchant (You, Merchant,) and Merchant Mate Sdn Bhd, Strata Office 25-08 Menara 1, KL Eco City, No 3 Jalan Bangsar, 59200 Kuala Lumpur, Malaysia. (We, Us, MM). Upon You accepting this agreement online, by clicking “I Agree” on MerchantMate.com website or signing in person physically or electronically, both parties are bound by the rights and responsibilities described in this agreement. Please carefully peruse each term and condition hereunder as this agreement forms an integral part of the Merchant Mate Commercial Agreement signed between Merchant Mate Sdn Bhd and You/merchant. By accepting this agreement, you acknowledge that you have read and agree to be bound by all of the terms and conditions of this agreement. If you do not agree with, do not understand or cannot comply with this agreement, then you are not eligible to use Merchant Mate.

Merchant Mate Sdn Bhd is registered in Malaysia under Registration No. 202001008655. How we collect, use and protect personal data is set out in our separate Privacy Policy at www.merchantmate.com/assets/privacy-policy, which forms part of these terms. These terms apply to all Merchant Mate products listed in clause 1.10, clause 24 sets out additional terms for MyScheduleMate, and clause 23 applies to visitors of our websites.

Merchant Mate reserves the right, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part. Therefore, you acknowledge and agree that it is your sole responsibility to check these terms and conditions periodically for any updates.

1. SCOPE OF SERVICES

Merchant Mate is a cloud-based POS system that enables to run a small to medium level retailer, F&B and Service operation. It allows you to set your items, variants, modifiers, discounts, loyalty, and tax structure at the back end using a web-based app and make sale at using the android devices and an android app at the store. It incorporates a comprehensive module such as sales control, Item settings, Inventory, Marketing, Appointments, Reservations, and On-line ordering known by OlarMe

OlarMe is a food delivery platform operating in Malaysia, and services provided by Merchant Mate includes and not limited to listing your restaurant on Olarme for booking orders and authorise Merchant Mate to act as an agent on your behalf to sell your goods (food) published on Olarme platform.

By using Merchant Mate listing your Restaurant on OlarMe platform and agreeing to these terms and condition. You can use the following services provided by Merchant Mate:

1.1 **Dine in order.** The customer can order and pay online and dine in your restaurants at selected time which has been accepted by the you.

1.2 **Take-away, Collection or Pick up orders.** The customers can make a pickup order, pay online or pay by cash (if you choose to allow the cash on pick up option).

1.3 **Delivery Orders.** The customer can place delivery order and pay online, merchant can make their own delivery or use the Olarme delivery services.

1.4 **Reservation.** The customer can make reservation for futures dates and pay deposit (if required) to secure their booking.

1.5 **Table Ordering or QR ordering.** Merchant can use the Table Ordering services by which customer can scan table QR code to make order and pay online or pay at counter (if allowed).

1.6 **Que Busting.** Customer can use the que busting techniques commissioned in Olarme app that allows to scan QR code and barcode of the readymade food and other commodities readily available on shelf and pay online without visiting the cashier desk.

1.7 The food orders are communicated from on Merchant Mate app running on an Android device. Merchant Mate supports Android device with specific requirements. Please check MerchantMate.com for more details.

1.8 The Android device is provided by Olarme on leased basis by signing a separate lease agreement between Merchant and OlarMe. This Android device comes with built in printer that enable you to print and attach the delivery docket with food parcel.

1.9 You may be allowed to use your own device but will need to get a prior approval from us. If your device does not meet the minimum requirement then you may not be able to run the App properly.

1.10 Merchant Mate also includes the following apps and modules, which are covered by these terms: the Merchant Mate POS app (Android and iOS), waiter's tablet, customer-facing display, kitchen display system (bump screen), order ticket display, queuing and ticketing system, self-order kiosk, loyalty app, advertising displays, the 3M manager app, the web-based back office, and MyScheduleMate (staff scheduling, attendance and payroll).

1.11 **Card and QR payments.** The Merchant Mate app can accept card payments through Soft Space (including contactless/NFC tap-to-pay on supported Android devices), through GHL payment terminals, and DuitNow QR payments. These payment services are provided by the respective payment providers under their own terms, and you may be required to enter into a separate agreement with them. Merchant Mate does not store full card numbers.

1.12 **Device permissions.** To provide these features the Merchant Mate app needs certain permissions on the device, including location, camera, NFC, Bluetooth, USB, Wi-Fi and local network access, notifications and storage. What each permission is used for is explained in our Privacy Policy. Disabling a permission may stop the related feature from working.

2. MERCHANT MATE AND OLARME.COM / OUR OBLIGATIONS

We are obliged to carry out the following for you:

2.1 Merchant Mate mission is to provide a Point of Sales system that is fully integrated and covers most of the needs of a small to medium sized merchant to run its business without subscribing to different apps. Apart from common functionality such as Sales control, inventory and appointments etc., Merchant Mate include full scope Loyalty, CRM, e-marketing and online e-commerce platform. We provide Saas platform with articulated designed user-friendly interface that is fast to use and easy to learn, minimising the training time.

2.2 Provide the Merchant Mate app and register your account to enable you to list your products/menus (food) for direct selling and on-line (Olarme) platform.

2.3 We receive and process order on Olarme and push the orders on Merchant Mate for your acceptance and processing.

2.4 We provide the device for you to receive and process the orders. This device enables printing of receipt, and the receipt should be attached with the food parcel when ready for delivery or pick up.

2.5 Manage the warranty, repair, replacement and upkeep or the Order receiving devices. You have the obligation to keep the device in safe conditions while in use.

2.6 Online payments are collected by third party gate ways currently Revenue Group Berhad, and handled independent of Merchant Mate and OlarMe. In-store card and QR payments may also be processed by Soft Space, GHL and DuitNow QR, as described in clause 1.11.

2.7 Provide training and support in loading/setting up the menu on Merchant Mate and provide training in the operation of Device and the Merchant Mate software.

2.8 Provide hotline support when you approach our Customer Support team over phone, WhatsApp, email or by raising a ticket on the website support page.

2.9 Provide Delivery Services by our Delivery partners for your orders. You may choose to deliver yourself or use OlarMe delivery services.

2.10 Manage and monitor your delivery of orders by your customers using smart software tools and if needed upgrade the delivery service to premium levels to ensure the delivery to the customers happens satisfactorily to commercially possible extent.

2.11 Handle the rejection of orders by you and issue refunds to your customers on your behalf.

2.12 The fees and commission are charged as per subscription plan of Merchant Mate

2.13 We control and monitor your performance and in case we deem fit that you are not meeting the terms and condition of this contract, we may discontinue Merchant Mate/OlarMe services without notice (Refer Termination Clause No. 16).

3. ON-LINE SOCIAL MEDIA LINKS

3.1 Merchant can generate a link for their restaurant, using the Merchant Mate back end and host that link on merchant website or Facebook or other social medias.

3.2 Customers when click on this link will land up on your menu/restaurant page and can make their purchase order right away, which will be processed as a normal OlarMe order.

3.3 OlarMe does not allow any additional discount or fee for such traffic which is generated through the links on your website. This will be treated as a normal OlarMe generated order.

3.4 There is no commissions charge currently on such order leads which are redirected from your websites or Facebook etc. However, the commissions may be charge in future as agreed mutually.

4. OTHER PROMOTIONS

4.1 We use search engine marketing to promote merchant restaurant on OlarMe platform and OlarMe supported website, Facebook and other online promotional medias. In doing so we will use your intellectual property such as your restaurant/dishes name, logo, food pictures and other material unless you advise us otherwise specifically.

4.2 In addition if you allow, we may advertise your logo, name or food on physical advertising channel such as digital screens, hoarding and bunting etc.

4.3 Some other promotional programme may be discussed with you and implemented with your knowledge and permission.

5. CUSTOMER RATINGS AND COMPLAINTS

5.1 Merchant Mate allows customer to rate the restaurant upon using their services/ordering with them. Good ratings by customers can help promote sales for you.

5.2 However, if you disagree with the ratings, we have no obligation to remove the ratings unless we find a fraudulent intention by someone. We will take any such action in accordance with the applicable legislation. At the same time, you will not rate your own restaurant or ask someone to rate your restaurant, which may be misleading or deceptive.

5.3 In addition, your customer may approach our customer support for customer complaints, and you may be advised of such customer complaints so that you can improve your performance/services in future.

5.4 You are obliged to attend to the customer complaint promptly to keep the Merchant Mate and your reputation in good condition. We are not responsible to counter argue with customer and convince your point of view to the customer. The customer has the right to complaint and that will be handled diligently unless we find some fraudulent and mischievous attempt by someone, which will be handled as appropriate under the legal framework. We may not disclose the customer's name and details to you in any or all such complaints to avoid any dispute and violation of the confidentiality and privacy of our agreement with the customers.

5.5 You agree and acknowledge that in order for Merchant Mate to maintain its reputation for quality and high standard of service, Merchant Mate reserves the right to terminate the relationship with you if you repeatedly and/or consistently receive poor reviews and/or complaints, and/or fails to comply with our recommendations.

6. MERCHANT MATE WARRANTIES & REPRESENTATIONS

6.1 We shall base on the business information provided by you and subject to the terms and conditions hereunder, design and feature your services.

6.2 We shall decide, at our absolute discretion, when, where and how your services are published.

6.3 We warrant that we will execute our obligations hereunder with reasonable care and skill.

6.4 We do not warrant or guarantee that services offered on or through the Internet will be uninterrupted or error-free or that our services will result in any revenue or profit for you.

6.5 We shall account for the amount of SST which we are liable under the laws applicable to this agreement.

7. MERCHANT OBLIGATIONS TO MERCHANT MATE

7.1 You are authorised to enter into this agreement and this agreement has been accepted by your authorised representative.

7.2 Merchant is responsible for all actions taken under its Merchant Mate account credentials, regardless of whether such actions are taken by Merchant, its employees or a third party. Merchant will safeguard all account credentials (including any passwords and payment method details) in its possession or under its control. Merchant Mate is not liable for any loss or damage arising from any unauthorized use of Merchants' account.

7.3 Merchant directly or indirectly will not involve in any act that may result into decompile, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Merchant Mate software

7.4 The licence strictly covers the app for use by the merchant for its own/internal business operation and not be used by any third party who has not been registered by Merchant Mate under the licence as such the licence is completely non- transferable

7.5 Merchant use of the software must comply with local, state/provincial, federal, regional and foreign laws, including without limitation those relating to fiscal laws and Tax regulations, as well as privacy, data protection, electronic communication and anti-spam legislation

7.6 **Condition Precedent.** The effectiveness of this agreement is expressly conditioned upon receipt by Merchant Mate all of the information concerning your restaurant/business including and not limited to your product and services, company registration, relevant business licenses and/or permits, location and full address, Owner/Director/partners name and identifications, nominated person as authorised signatory and/or any other information that we may request, for us to assess and approve your restaurant to list on OlarMe platform at our discretion. You shall inform Merchant Mate in writing immediately of any changes that could affect this agreement.

7.7 You further warrant that all data and information provided by you to Merchant Mate shall (and your business practice shall at all times) be in compliance with all applicable laws and regulations and in accordance with any guidelines, standards and relevant condes of practice.

7.8 On successful approval, you will be able to setup your restaurant profile on Merchant Mate and OlarMe with accurate information about your restaurant and food offerings/menu and price using your login ID and password. We may check the information posted and point out to you and if we find something is not in order or appropriate, in which case you may have to remove such objectionable information.

7.9 Your prices on OlarMe should be competitive and you may offer discount or specials deals as you wish. However, your prices should not be higher on OlarMe than any other platform you may use to sell your food.

7.10 You should provide us and display any special information about your food that may harm or cause allergies to the consumers. In cases, we may ask you to provide the ingredient list of your food items.

7.11 OlarMe platform does not allow the selling of alcohol currently.

7.12 If you sell Halal food and advertise Halal food on the OlarMe, you must provide us a copy of the Halal license and ensure that the Halal license is renewed and properly maintained. For any changes in your Halal status, you will inform us within 24 hours. We will exercise our control to the commercial extent possible and may remove you from the platform if we do not have the updated Halal license copy from you. However, should you make any error or omission in your Halal status, you will be directly responsible for all consequences as per the law and you indemnify us against any charge, penalty or punishment or claim by any other third party or the legal authorities and the regulators.

7.13 By entering into this contract, you also confirm that you comply with all legislative requirements of licenses, permit, approval, including but not limited to applicable tax rules (SST/GST), health and safety, food standard, and hygiene requirement and authorisation to run your business. Should there be any change in your complying with these requirements, you're obligatory to inform us in writing.

7.14 You must update the opening hours and service timing for all types of services, pickup delivery and dine in, in case of changes or variations.

7.15 You must keep the Order processing device supplied by us in good conditions and report us on default or damage in the device. If the damage is due to the negligence in handling the device, you may be charged reasonably.

7.16 You are not allowed to run any other app on the device supplied by us without our permission. Any tempering of the device may result in replacement of full cost and may lead to termination of your agreement with us.

7.17 The Merchant Mate software remains the property of Merchant Mate, and you are only licensed to use as per your subscription plan.

7.18 For avoidance of doubt, you, and not Merchant Mate, is responsible for providing the services, including but not limited to, the supply or delivery of the services, customer support, after-sales-service. You shall indemnify and holds OlarMe free from any possible claims from third party of customers regarding your services, including but not limited to, claims of personal injury, death or property damage.

7.19 You shall account for the amount of SST for which you are liable under the laws applicable to this agreement.

8. YOUR OBLIGATIONS RELATED TO THE CUSTOMERS

8.1 You must process the order as soon as received, accept and prepare the food according to the order details and special conditions/remarks by the customers.

8.2 You must make reasonable effort to accept all orders, in case you reject an order due to compelling reasons we will have to refund the money received from the customer and you will be charged twice the bank transaction fee. In addition, you may be charge for rejection fees.

8.3 You are given the facility in OlarMe to suspend the delivery or pick up services temporarily and resume when needed. In addition, you can suspend a particular item if stocked out or not available, you must use the facility as much as possible to inform your customer in advance of any changed conditions.

8.4 You must print the order ticket and attached with every order for pickup and delivery.

8.5 You must observe hygienic food preparation practice and ensure that food you prepare and supply to your customer is safe for consumptions and without any allergens that my harm the consumers. If there is any case of food poisoning or allergic reaction to any customer by consuming your food, you are fully responsible for all consequences and legal liabilities. You indemnify us of any claim or damages under such incidents from any party.

8.6 You must use secure and hygienic packing and plastics to pack the food for delivery. Your container must be sealed and wrapped to avoid food spillage or attracting germs during the delivery process.

9. DELIVERY SERVICES

9.1 You have the option to choose the delivery services engaged by us or use your own delivery arrangements.

9.2 You can set any delivery charges with margins or discounts on the agreed delivery charges as per the OlarMe Merchant, Restaurant Commercial Agreement, using our delivery services. You are charged by Merchant Mate as per the rate agreed in commercial terms and the difference, whether it is positive or negative is your responsibilities.

9.3 You are responsible for on time delivery if you use your own delivery services, we will not take any claim or responsibility on account of delay in deliveries if they are managed by you.

9.4 Should you use our delivery services; you must print the ticket and ensure that the driver picks up the correct food order by verifying the ticket number and Customer name and phone number. The delivery drivers carry the ticket number and the customers information with them, and it must be verified before you hand over the food to the driver.

9.5 If you use your driver, he must carry order ticket to deliver the food to the right customer and right address.

9.6 We engage reputed third-party delivery services and closely monitor the activities to ensure that the food is delivered on time within the reasonable commercial efforts. However, we do not guarantee the food to be delivered on time every time and should there be delay or a non-delivery, we shall not be held responsible or liable for any claim by you or any third party.

9.7 We are not held responsible or liable for any misconduct or misbehaviour or other error or mistakes by the delivery driver. We may report any such incidents to our Delivery service partner and will make all efforts to implement corrective action to avoid such mistakes from taking place.

10. PAYMENTS AND PAYOUTS

10.1 We receive the payment on your behalf from the customer, ordering on our platform and you authorise us to collect the payments. The payments are collected by third party gateway providers independent of Merchant Mate. All card details and customer payment data are collected by the gateway companies and handled complying with PCI and local banking rules and regulations.

10.2 You will receive the cash payments from the customer directly for pick up orders if cash payment is enabled by you on the Merchant Mate platform for pick up orders.

10.3 While we receive the payments, the bank charges and card fees are allowed at a fixed rates which are indicated in the OlarMe Merchant, Restaurant Commercial Agreement.

10.4 Each week we will run a payout reports that will state all the order details, amount, taxes, fees and charges.

10.5 We shall deduct the credit/debit card fee, bank charges, rejection orders fees and charges (if any), our agreed commission in the sales and transfer the balance amount to your nominated account. The commission will be charged on all orders including the cash orders for pick up and deliveries.

10.6 We may hold back or set off any payment that is due from you for rejection of orders or claims, agreed as per the terms of this agreement.

10.7 You have the access to view all current and past payout details by running reports on Merchant Mate.

11. PERSONAL DATA PROTECTION

11.1 You must comply to data protection laws and legislations in Malaysia (PDPA) in handling the personal data of the customers that is shared by us during the terms of this agreement and after.

11.2 You must comply with and ensure all your employees and partners handling the data comply as follows:

11.2.1 You must use the customer's name, phone number address or email and other information only for the purpose of fulfilling the orders obtained on OlarMe platform.

11.2.2 You will not use any such information for sending the marketing material or share such data to any third party for marketing activities without a written approval from us.

11.2.3 You must adopt a strict standard operating procedure to protect the data as per the legal requirements

11.2.4 You must not send any personal information of any of the customer out of the country under any circumstances.

11.3 You further acknowledge that OlarMe owns all personal data about the customers. Where OlarMe makes personal data about customer(s) available to you, you agree to use the personal data of customer(s) only to fulfil your obligations in connection with your services, and for no other purposes.

11.4 For the avoidance of doubt, you shall ensure that at all times you implement and comply with reasonable security measures, including but not limited to, such security measure as prescribed by the applicable laws, in the handling of any personal data of customer(s). In the event you engage any third party to facilitate any of your obligations hereunder, you shall ensure that such third party complies in the same way with all your obligations under this agreement.

11.5 Any customer data collected by merchant mate shall be deleted on written request by customer to support@merchantmate.com, except in case of local government regulations.

11.6 **Roles.** For personal data of your customers and staff that you enter into, or collect through, Merchant Mate (including MyScheduleMate), you are the data user (data controller) and we process that data on your behalf as your data processor. For personal data about you and your account, and about visitors to our websites, we are the data user, as set out in our Privacy Policy.

11.7 **Instructions.** We will process the personal data referred to in clause 11.6 only to provide the services, in accordance with these terms, the settings you choose in Merchant Mate and any other documented instructions from you, and as required by law.

11.8 **Confidentiality.** We will ensure that our staff and contractors who can access such personal data are bound by confidentiality obligations and access it only as needed to provide the services.

11.9 **Security.** We will take practical technical and organisational steps to protect such personal data from loss, misuse, unauthorised access, disclosure, alteration or destruction, including encryption of data in transit, access controls and regular backups, as required by the Personal Data Protection Act 2010.

11.10 **Personal data breach.** If we become aware of a personal data breach affecting personal data we process for you, we will notify you without undue delay and in any event within 48 hours, give you the information we reasonably can, and help you meet your obligations to notify the Personal Data Protection Commissioner (within 72 hours) and affected individuals (within 7 days where there is a risk of significant harm).

11.11 **Requests from individuals.** Taking into account the nature of the services, we will help you respond to requests from individuals to access, correct, port or delete their personal data, including by providing export tools in Merchant Mate.

11.12 **End of service.** When this agreement ends, you may export your data for 30 days. After that we will delete or anonymise the personal data we hold for you within 90 days, except where we must keep it longer by law (for example payroll, tax and accounting records).

12. NON-DISCLOSURE / CONFIDENTIAL INFORMATION

12.1 You agree to keep strictly confidential the terms of this agreement, all of its contents and all information that you obtained about Merchant Mate business, including, but not limited to, the finances, technology, affairs and other confidential information about OlarMe.

12.2 Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required. The holding party will use the confidential information only for the purpose of this agreement as per the terms of the agreement and shall not use the confidential information for any other use not covered by this agreement without the written permission of the disclosing party.

12.3 For the avoidance of the doubt the confidential information includes but not limited to the following:

12.3.1 The customer personal data such as phone number, name ID, address and ordering behaviour etc

12.3.2 All information available to the merchant that is stored on the Merchant Mate app and Olarme platform

12.3.3 The terms and conditions of this agreement

12.3.4 Information about the software operations and functionality including the supplied hardware details

12.4 Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

12.5 You further agree and acknowledge that your undertakings and representation made under this Clause shall remain in full force and effect during the term of this agreement and shall continue indefinitely after the termination of this agreement.

13. USAGE OF OLARME AND MERCHANT MATE TRADEMARKS

13.1 You shall not use any of Merchant Mate and/or OlarMe Trademark for any commercial use or for any derivative work based thereon, unless it is mutually agreed in writing between you and OlarMe.

13.2 You may use the trademark, label or buntings in your restaurant which are supplied by us. However, you will not use such materials for your other restaurants or business which are not yet registered with us without our permission, unless it is mutually agreed in writing between you and OlarMe.

13.3 For the terms of this agreement, you grant to OlarMe a non-exclusive, worldwide, royalty free, paid-up, irrevocable, transferable and sub-licensable right to use your registered and/or unregistered intellectual property rights, along with any third party's intellectual property rights supplied by you to OlarMe, including but not limited to, any editorial texts or images. You further warrant that you own all interests in and to your intellectual property and has the right to grant the licenses stated in this Agreement. In particular, this includes use in OlarMe's Google AdWords campaigns, domain name registrations and other online marketing and search engine optimization measures (whichever applicable). In that respect, you shall indemnify us from any liabilities or claims by any third party for the use of trademark and other materials supplied by you to be used on our platform, Facebook or other media.

13.4 You agree to indemnify Merchant Mate against any cost, damage and/or loss (including reasonable legal costs) suffered and/or incurred by OlarMe as a direct result of any claim by a third party that OlarMe's use and/or sub-licensing of any trademark, logo and pictures licensed to OlarMe by you, in accordance with this agreement infringes any patent, copyright, design, trade name, service mark and/or other intellectual property rights of that third party (a claim).

13.5 You shall not use any of Merchant Mate's intellectual property rights and/or prepare any derivative work based thereon immediately upon the termination of this agreement.

14. INDEMNIFICATION AND INSURANCE

14.1 We do not exclude or limit any liability that cannot be excluded and/or limited by applicable law.

14.2 Save as provided hereunder under Clause 16.1; we shall have no Liability for:

14.2.1 loss of revenue;

14.2.2 loss of actual or anticipated profits;

14.2.3 loss of contracts;

14.2.4 loss of the use of money;

14.2.5 loss of anticipated savings;

14.2.6 loss of business;

14.2.7 loss of opportunity;

14.2.8 loss of goodwill;

14.2.9 loss of reputation;

14.2.10 loss of, damage to or corruption of data; and/or

14.2.11 any indirect or consequential loss; and such Liability is excluded whether it is foreseeable, known, foreseen or otherwise.

14.3 Subject to Clause 16.1 and 16.2, our total liability arising out of or in connection with the services or these terms under this agreement, however arising, including under contract, tort (including negligence), in equity, under statue, shall in no circumstances exceed, in aggregate, a sum equal to the commission charged over the last 1 months of the orders or USD 300, whichever is lower.

14.4 For any breach of the agreement on your behalf, you indemnify us against any charges, losses, damages or claims and the related legal cost, penalties, fines, interest, expenses and other liabilities incurred by us. Further, you indemnify us for any charges, losses, damages or claims and the related legal cost, penalties, fines, interest, expenses and other liabilities incurred by us if any third-party claims on us, as a consequence of used of trademark, logo and other information supplied by you relating to the violating of any third party intellectual property rights.

14.5 You shall, at the risk of repetition, defend, indemnify and hold us and our affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable legal fees, arising out of or relating to any of the following: -

14.5.1 Any claim by the relevant tax authorities for your tax obligations arising from the issuance, sale and/or transaction conducted through OlarMe;

14.5.2 Any claim by the customer(s) or anyone else arising out of or in connection with the services actually and/or purportedly offered by you, including but not limited to, claims for personal injury, and/or death; and

14.5.3 Any breach (or alleged breach) of Clause 9.8, 10.5, 13 and 15 hereunder.

14.6 Each party should cover their risk with suitable insurance policy which may be required by law or necessary to maintain an obligation under this agreement.

15. SUSPENSION AND TERMINATION

15.1 This Agreement shall be valid and effective until this Agreement is terminated in accordance with the provisions of this Agreement.

15.2 **No Fault Termination.** Notwithstanding Clause 17.1 hereinabove, either Party may, at any time, terminate this agreement for whatsoever reason by given thirty (30) days' written notice to the other party. Termination due to Material breach. The Parties agree that either party may terminate this Agreement in the event that the other party is in breach in any material respect of any representation, warranty, covenant or agreement contained in this Agreement by providing a written notice of breach to the other party describing the nature of the breach, and has failed to fix such breach within fourteen (14) days of written notice to do so by the non-defaulting party. Without prejudice to the foregoing, Merchant Mate reserves the right to terminate this agreement at any time immediately by providing a written notice to you if any of your representations and/or warranties is found to be untrue, false and/or inaccurate, you become insolvent or compounds with or makes arrangements with your creditors, you have a winding up order made against you, or you have a provisional liquidator, receiver or manager of your business or undertaking duly appointed.

15.3 In the event of termination of this agreement, OlarMe shall be entitled to all remaining balance of its commission due to Merchant Mate, and you shall be entitled to the net payment up to the date of termination of this agreement.

15.4 Either party are entitled to terminate the contract under the Force Majeure Event. For the purpose of this agreement hereunder, 'Force Majeure Event' means any cause beyond both you and/or Merchant Mate's control, including but not limited to acts of God, interruption or failure of utility service/ system, cyber-attack, hacking, spyware, electric power failure, server failure, pandemic, epidemic, government restrictions, breach of contract by any essential Merchant Mate's personnel, and any other matter or cause beyond the control and/or contemplation of OlarMe.

15.5 Termination of this Agreement shall in no circumstances affect:

15.5.1 The accrued rights or liabilities of the Parties on the date of termination; and/or

15.5.2 The transactions already transacted prior to termination; and/or

15.5.3 The validity of any agreement arrangement and/or transaction made between you and the customer(s); and/or

15.5.4 Relieve either party of its liability for the performance of obligations imposed upon said party during the effective period of this Agreement if such obligations have not been performed or completed at the time of termination.

15.6 Any provision of this agreement that expressly and/or by implication is intended to come into or continue in force on or after termination or expiry of the agreement herein shall remain in full force and effect

16. DISPUTE RESOLUTION

16.1 **Compulsory.** If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

16.2 **Notice.** A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

16.3 **Resolution.** On receipt of such notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

16.3.1 Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.

16.3.2 If for any reason whatsoever, 90 days after the date of the Notice the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee. In Malaysia mediation will be conducted as per AIAC Mediation Rules and the Malaysian Mediation Act 2012, AIA

16.3.3 The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.

16.3.4 The mediation will be held in Kuala Lumpur/ Sydney, Australia. (as the case may be)

17. VENUE, JURISDICTION AND GOVERNING LAW

In the event of any dispute arising out of or in relation to the use of Website, services, terms and conditions, controversies and claims, shall be governed, interpreted and construed by, under and pursuant to the jurisdictional law and Governing court whether in Kuala Lumpur (for Malaysia) or Sydney (for Australia), depending upon where the receiver of the Merchant Mate services is located in Malaysia or Australia.

18. INDEPENDENT LEGAL ADVICE

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

19. SEVERABILITY

In case any one or more of the clauses contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term and/or other provision is invalid, illegal and/or unenforceable, the Courts and/or other Tribunal making such determination is authorized and instructed to modify this agreement so as to effect the original intent of the Parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

20. MISCELLANEOUS

20.1 This agreement contains all the terms agreed between the Parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

20.2 No terms and conditions and/or other document submitted, proposed or stipulated by you shall be binding between the Parties in respect of the transaction set out hereunder, unless expressly agreed to in writing by OlarMe.

20.3 This Agreement may be amended or modified only by mutual written agreement of authorised representatives of the Parties.

20.4 No waiver by OlarMe of any violation or default in performance of the provisions of this agreement shall be deemed a waiver of such provisions or the right of Merchant Mate to thereafter enforce such provisions, or any other provisions, of this agreement.

20.5 Nothing in this agreement shall be construed to create a joint venture, agency, partnership, or franchise between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

20.6 You are not authorised to transfer and/or assign its rights or obligations under this agreement, whether by operation of law and/or otherwise, without Merchant Mate's prior written consent. Merchant Mate is authorised to transfer and/or assign this agreement and/or any of its rights thereunder to a present and/or future affiliate and/or pursuant to a merger, consolidation, reorganization and/or sale of all or substantially all the assets or business, and/or by operation of law, without notice to you.

20.7 The Parties agree to use digital signup in Merchant Mate for the purpose of signing this Agreement, the Parties further agree that using the digital signup shall be treated with the same legal force and effect as a signature written by hand and will not be denied legal validity solely due to the fact that the signature is in electronic form.

20.8 The effective date of this Agreement under Clause 9.2 hereunder shall be the date that Merchant Mate or you mutually agree to this agreement and/or otherwise indicates your assent in writing.

21. ACCEPTABLE USE

You must not, and must not allow anyone else to, use Merchant Mate or our websites to:

21.1 break any law, or infringe anyone's rights, including privacy, intellectual property and consumer protection rights;

21.2 upload or send content that is unlawful, misleading, defamatory or harmful, or any malware or malicious code;

21.3 try to gain unauthorised access to Merchant Mate, other merchants' accounts or our systems, or test, scan or probe their security without our written permission;

21.4 overload, disrupt or interfere with the services, or use automated means (bots, scrapers) to access them, except through features or interfaces we provide for that purpose;

21.5 send unsolicited marketing (spam) using the email, SMS or WhatsApp marketing features, or contact people who have not agreed to receive marketing from you;

21.6 resell, sublicense or provide Merchant Mate to third parties, or use it to build a competing product; or

21.7 process payments for goods or services that are prohibited by law or by our payment providers.

We may suspend access immediately if we reasonably believe this clause has been breached and will tell you why.

22. AI-ASSISTED FEATURES

22.1 Some Merchant Mate features use artificial intelligence (AI), for example AI-assisted onboarding that suggests settings, workflows, roles and permissions, and adaptive controls that suggest changes based on how you use Merchant Mate ("AI Features").

22.2 AI Features produce suggestions only. You are responsible for reviewing them before you accept them, in particular settings that affect prices, taxes, payroll, statutory contributions or staff access. Merchant Mate does not guarantee that AI output is accurate, complete or suitable for your business.

22.3 AI Features are not used to make decisions that produce legal or similarly significant effects on individuals (for example hiring, dismissal or pay decisions) without human review by you.

22.4 To provide AI Features we process the business information and settings you provide. Your data is not used by us or our AI provider to train general-purpose AI models. Further details are in our Privacy Policy.

22.5 You must not use AI Features to create content that is unlawful, misleading or that infringes anyone's rights. We may change, limit or withdraw AI Features at any time.

23. USE OF OUR WEBSITES

23.1 This clause applies to anyone visiting merchantmate.com, myschedulemate.com and our other websites, whether or not they are a merchant.

23.2 Content on our websites is for general information only. Features, prices and availability may change and do not form an offer until confirmed in writing or in your subscription.

23.3 All content on our websites, including text, images, logos and software, belongs to Merchant Mate Sdn Bhd or its licensors. You may view and print it for your own information but must not copy, modify or reuse it commercially without our written permission.

23.4 Our websites may link to third-party websites, apps or payment services. We are not responsible for their content or practices.

23.5 When you send us an enquiry through a contact form, we use your details as described in our Privacy Policy at www.merchantmate.com/assets/privacy-policy.

23.6 To the extent permitted by law, our websites are provided "as is" and we are not liable for any loss arising from their use or unavailability.

24. MYSCHEDULEMATE (STAFF SCHEDULING, ATTENDANCE AND PAYROLL)

24.1 This clause applies to every merchant or employer that uses MyScheduleMate, whether on its own or together with MerchantMate POS. If you subscribe to MyScheduleMate only, the clauses about orders, OlarMe, delivery, food, devices supplied by us and payouts (clauses 1.1 to 1.9, 2.3 to 2.5, 2.9 to 2.11, 3, 5, 7.8 to 7.16, 8, 9 and 10) do not apply to you.

24.2 **Statutory calculations.** MyScheduleMate calculates monthly tax deductions (PCB/MTD), EPF, SOCSO and EIS contributions using the rules and rates published by LHDN, KWSP and PERKESO and the information you enter. MyScheduleMate's payroll calculation is approved by LHDN as a computerised payroll system. You remain responsible for the accuracy of the information you enter, for reviewing each payroll before you approve it, and for making payments and statutory submissions to the relevant authorities on time. We are not liable for penalties, interest or claims arising from incorrect information, late approval or late submission by you.

24.3 **Rule changes.** We will update statutory rates and rules within a reasonable time after they are officially published. You should check that payroll runs after any official change reflect the new rules.

24.4 **Not professional advice.** MyScheduleMate is a software tool. It does not provide tax, legal, employment or accounting advice, and you should seek professional advice where needed.

24.5 **Employee personal data.** You are the data user for your employees' personal data. You must give your employees a personal data notice as required by the Personal Data Protection Act 2010, obtain any consents needed (including for location at clock-in), and only enter the data that is necessary for employment and payroll purposes.

24.6 **Location at clock-in.** Where you enable location-based clock-in, the staff app records the staff member's location only when they clock in or out, to confirm they are on site. It does not track staff continuously. You must tell your staff about this before enabling it.

24.7 **Staff accounts and approvals.** You create and remove staff accounts and decide who can approve schedules, leave, claims and payroll. You must remove access promptly when a staff member leaves.

24.8 **Salary payments.** MyScheduleMate can generate bank files and payslips, but salaries and statutory contributions are paid by you through your own bank. We do not hold, receive or transfer salary or contribution payments.

24.9 **Records.** You are responsible for keeping employment and payroll records for the periods required by law (including under the Employment Act 1955 and the Income Tax Act 1967). You can export your records at any time and should do so before your subscription ends. We keep data as described in our Privacy Policy.

24.10 **New features.** Features we describe as coming soon, beta or in development are provided as they become available and on an "as is" basis until generally released.