

Resimax Marketplace Terms And Conditions

INTRODUCTION

1.1 RESIMAX GROUP MALAYSIA SDN BHD (formerly known as Resimax Malaysia Sdn Bhd) (Company No. 20150102770) is a company incorporated in Malaysia with its registered office address at Unit 32-01, Level 32, The Vertical Corporate Office Tower B, Avenue 10, Bangsar South, No.8 Jalan Kerinchi, 59200 Kuala Lumpur Malaysia (the “Company”).

1.2 The Company, in conjunction with service providers, owns and holds the rights to administer and operates the website, <https://buy.marvion.media/en/rgi-titanium> (our “Website”), and these Terms of Service (“Terms”) govern your rights and obligations regarding access to and use of our Website. It is therefore recommended that you carefully read these Terms.

1.3 In all cases, separate written agreements (with specific terms and conditions) will apply to your future dealings with and/or transactions you may enter into with the Company as a result of this Website or apart from this Website and/or your use of certain areas, services or features of or described in our Website, and the terms and conditions of such other agreements will govern your relationship with the Company on each such transaction and take precedence over these Terms. Such additional terms may be posted on our Website or otherwise made available to you in connection with such dealings, transactions, and use of such areas, services or features. By way of example, if you choose to purchase products or services from or through the Company, such purchase will be governed by a separate agreement with applicable terms of sale.

ACCEPTANCE OF TERMS

2.1 By using and accessing our Website, you accept without limitation or qualification these Terms, and your acceptance of these Terms concludes a legally binding agreement with us as to the subject matter hereto.

2.2 In these Terms, references to “Resimax”, “we”, “our” or “us” refer to the Company. References to “Users” or “you” or their variations refer to any person (including a corporate entity) who wishes to gain or who gains access to our Website.

2.3 Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership. The Company shall have final authority to interpret this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Parties in respect of any questions arising under this Agreement. The words ‘include’ and ‘including’ shall be deemed to be qualified by a reference to ‘without limitation’.

2.3 If you do not agree to the current version of these Terms, your sole and exclusive remedy is to refrain from accessing or otherwise using the Website.

USE OF OUR WEBSITE

3.1 You shall use our Website in accordance with these Terms and shall not:

- (a) upload any content that violates or infringes another party’s rights of publicity, privacy, copyright, trademark or any other intellectual property right;

- (b) use or attempt to use another User's account without authorisation from such User and the Company;
- (c) provide false or misleading information to the Company, including posing as another User and/or person;
- (d) place misleading bids or offers;
- (e) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, interfere with, or disrupt the integrity or the performance of our Website;
- (f) make any modification, adaptation, improvement, enhancement, translation or derivative work from our Website;
- (g) violate any applicable laws, rules or regulations in connection with your access or use of our Website;
- (h) use our Website in violation of or to circumvent any sanctions or embargo applicable to you or to any third party or for any illegal purpose or carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of our Website and any of the Services;
- (i) remove, alter or obscure any proprietary notice (including any notice of copyright and trademark) of the Company or its affiliates, partners, suppliers or licensors;
- (j) use our Website for any purpose for which it is not designed or intended;
- (k) use our Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Website, or that could damage, disable, overburden or impair the functioning of our Website in any manner including circumventing any content-filtering techniques we employ, or attempting to access any feature or area of our Website that you are not authorized to access;
- (l) use our Website and any of the Services to create or promote a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for our Website offered by the Company;
- (m) engage in behaviours that have the intention or the effect of artificially increasing view counts, favourites, volume, or other metrics that our Website might use to sort search results;
- (n) use any proprietary information or interfaces of the Company or any other intellectual property of the Company in the design, development, manufacture, licensing or distribution of any application, accessories or devices for use with our Website;

(o) use our Website and any of the Services to send, post, or otherwise communicate any content which is offensive, indecent, threatening, abusive, insulting, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, profane, invasive of another person's privacy, or racially, ethnically or otherwise objectionable;

(p) upload to, or transmit through our Website any data, file, software or link that contains or redirects to a virus, Trojan horse, worm or other harmful components;

(q) use any scraper, robot, bot, spider, crawler, script, browser extension, offline reader or any other automated device or means not authorised by us to access our Website to access, acquire, copy or monitor any portion of our Website, or any data or content found or access through our Website;

(r) collect any information in respect of other Users without their express consent;

(s) commit any act to avoid paying any applicable fees and/or charges;

(t) attempt to and/or engage in any activity or act that is intended to abuse, abuses or inappropriately manipulates any promotion, campaign and/or discount codes offered through our Website. Such act and activities include, but are not limited to, creating fake or duplicate accounts; generating fake orders;

(u) use our Website and any of the Services for any purpose which is or may be illegal or contrary to any written laws of Malaysia and/or any other jurisdiction, including but not limited to financing terrorism, money laundering or disposing of counterfeit, illegally obtained items (including looted during wars or stolen items) or other illicit items; and

(v) you understand and agree that we may engage any third party service provider or subcontractor to perform any or all of the Services provided hereunder. You agree and undertake that the Company shall not be liable for any delay, loss or damage of any kind incurred from any Services provided by any third party service provider or subcontractor engaged by the Company. All claims in connection with the act of any third party service provider or subcontractor shall be brought solely and directly against such party and/or its agents and you undertake to compensate the Company of all costs of, occasioned or incidental to such proceedings on full indemnity basis. The Company's sole liability in relation to the Services provided by any third party service provider or subcontractor shall be limited to the use of reasonable care in the selection of such party; and

(v) authorize or encourage or facilitate anyone to do any of the foregoing.

3.2 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons accessing our Website through your Internet connection are aware of these terms and that they comply with them.

3.3 Our Website and the Services may not be used in any way that is not expressly permitted by these Terms.

OUR INTELLECTUAL PROPERTY RIGHTS

4.1 Unless otherwise indicated by us, and except to the extent of the User, our Website, all content, and other materials contained therein, including, without limitation, the Resimax logo, trademarks, and all designs, text graphics, pictures, information, data, software, and files relating to our Website, descriptions and photographs of collectibles and articles, as well as rights, title and interest in and to the our Website are the proprietary property of the Company or our affiliates, licensors, as applicable.

4.2 The Resimax logo and any product or service names, logos, or slogans that may appear on our Website or elsewhere are the proprietary property of the Company and may not be copied, imitated or used, in whole or in part, without our prior written permission.

4.3 Unless otherwise stated, you may not use any content on our Website without our express written permission. You may print off one copy of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted but you may not reproduce or permit anyone else to reproduce such material without our prior written consent. Our status as the authors of material on this Website should always be acknowledged.

DISCLAIMER

5.1 Our Website or any other products or services are provided on an “as is” and “as available” basis and may contain inadvertent inaccuracies or typographical errors. We will not be liable for any such inaccuracies or typographical errors.

5.2 Any information, commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed by any visitor to the Website or anyone who may be informed of any of its contents.

5.3 We do not make any express or implied warranties or representations in relation to our Website (including, without limitation, warranties, non-infringement or any implied warranties), and the same are hereby excluded. Your use of our Website is wholly at your own risk and we do not accept any liability for faults which may lead to temporary unavailability of our Website, whether this is within our reasonable control or not. We disclaim all warranties of any kind, whether express or implied in relation to your use of our Website and in particular, the following are expressly disclaimed; that

(a) our Website will be uninterrupted, timely, secure and error-free;

(b) any results and/or information that may be obtained from the use of our Website will be accurate or reliable;

(c) the quality of our Website will meet your expectations;

(d) the attributes, functionalities or features of our Website meet your requirements;

(e) the information available on our Website are accurate, correct, useful, adequate, reliable or complete; and

(f) that your use of this Website will yield or result in a favourable or any particular outcome.

5.4 We reserve the right at any time and from time to time to modify these Terms, or to modify and discontinue, temporarily or permanently, our Website in its entirety or any part thereof with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of our Website.

5.5 To the fullest extent permitted by any applicable law, in no event will the Company be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special or punitive damages arising from these Terms, the site, products or third party sites and products, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if the Company has been advised of the possibility of such damages. Access to, and use of our Website, products or third-party sites and products are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting therefrom. The foregoing limitations of liability shall not apply to liability of the Company for personal injury caused by the Company negligence or any injury caused by the Company for fraud or fraudulent misrepresentation.

5.6 By making available information and data on pursuant on our Website, we are not giving or purporting to give or representing or holding themselves out as giving financial, investment, tax, legal and other professional advice. You shall always seek the relevant professional advice before otherwise making any such decisions.

5.7 Under no circumstances shall the Company be liable to any User or any third party on account of that User's use of our Website. In no event shall the Company be liable to you or any such third party for any direct, indirect, punitive, exemplary, incidental, special or consequential damages or any damages whatsoever, including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of our Website, the delay or inability to use our Website, the provision of or failure to provide our Website, or for any information, software, products, services and related graphics obtained through our Website, or otherwise arising out of the use of our Website, whether based on contract, tort, strict liability or otherwise, even if the Company has been advised of the possibility of damages.

5.8 The Website may contain links, connections or information derived from Third-Party Websites. For the purposes of this clause, "Third-Party Websites" includes all websites, mobile websites, mobile and web applications, and services owned, operated or provided by any third party, including any such website, application or service operated or provided by a third party. The inclusion in the Website of any link or any information derived from a Third-Party Website does not constitute an endorsement or sponsorship by the Company of such Third-Party Website, or of the information, content, products, services, advertising, code or other materials presented on or through such Third-Party Website nor does the Company represent or warrant the accuracy, completeness or fitness for

any purpose of such information, content, description of products, services, advertising, code or other materials derived from such Third-Party Websites. Any reliance on the contents of a Third-Party Website is done wholly at your own risk. When you access or rely on any information derived from such Third-Party Websites, you acknowledge and agree that (a) these other websites and services are not under our control and we have no responsibility for the information, content, products, services, advertising, code or other materials provided by or through any Third-Party Website, (b) there are risks in accessing these Third-Party Websites, and you assume all responsibilities and consequences resulting from such risks, and under no circumstances will we be responsible for any consequences resulting from such risks or for the accuracy, legality, appropriateness or any other aspect of the content or function of such websites, and (c) additional or different Terms of Use may apply when you are accessing and using such Third-Party Websites. By using the Website, you release and hold the Company harmless from any and all liability arising from your use of any such Third-Party Website or your reliance on any information, content, goods or services provided by the relevant third party. If there is a dispute between you and any third party, we are under no obligation to become involved. You should direct any concerns to the relevant third party.

SUSPENSION OR TERMINATION OF USE OF OUR WEBSITE

6.1 You may terminate your use of our Website at any time. You are not obligated to advise the Company of such termination. Likewise, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Website at any time and for any or no reason.

6.2 The Company retains the right to block your access to our Website and terminate your use of our Website, at any time and for any reason the Company deems appropriate, at its sole and absolute discretion, including but not limited to the Company being of the view (at its sole and absolute discretion) that any undertaking or warranty you have made or are deemed to have made to us have been breached (in the case of an undertaking) or is untrue (in the case of a warranty). The Company may block your access to our Website as aforesaid without being obliged to notify you of the same.

INDEMNITY

7. You will indemnify and hold harmless the Company, its parent company (if any), subsidiaries, affiliates, partners, suppliers, licensors, shareholders, officers, past, present and future employees, officers, directors, independent contractors and agents and all successors and/or assigns ("Resimax Indemnified Parties") from and against any and all actions, claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims") proceedings by any third party or governmental authority taken against Resimax Indemnified Parties sustained or suffered by Resimax Indemnified Parties resulting or arising from: (a) your access to and use of our Website; (b) any information or content you submit to us or place on our Website; (c) your breach of these Terms; (d) your breach of any statutory requirement, duty or law; (e) your violation of any rights of another User; or (f) your use or misuse of our Website.

AMENDMENT AND VARIATION

8. These Terms may from time to time be updated or amended. We will post any such updates on our Website. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Website to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of our Website without prior notice. By continuing to use our Website after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of our updated Website. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using our Website immediately.

MISCELLANEOUS

9.1 No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and the Company by these Terms.

9.2 Except as provided herein, any failure by the Company to exercise a right or require performance of an obligation in these Terms shall not affect the Company's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach of these Terms constitute a waiver of any subsequent breach.

SEVERABILITY

10. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms. All remaining provisions of these Terms shall remain in full force and effect.

ENTIRE AGREEMENT

11.1 These Terms constitute the entire agreement between the Company and its Users regarding its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, (whether oral or in writing, express or implied) save that the separate terms and conditions in written agreements for any further dealings with the Company will take precedence over these Terms. Each party acknowledges that in agreeing to these Terms it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

11.2 These Terms are concluded in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these Terms shall prevail.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

12. A User or person who is not a party to these Terms has no right under the Contracts (rights as set out under the relevant law and jurisdiction) to enforce any term of these Terms but this does not affect any right or remedy of a third party specified in these Terms or which exists or is available apart from that act.

DATA PROTECTION AND PRIVACY

13.1 When you utilise our Website, you consent for us to collect, use, disclose and share amongst ourselves any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time (“Personal Data”) by lawful and reasonable means and disclose your Personal Data to our authorised service providers and relevant third parties which may be sited locally or outside of Malaysia when necessary. If you provide us with any Personal Data relating to a third party, you represent to us that you are authorized to act on that individual’s behalf and that individual accepts that his Personal Data will be subject to these Terms and our privacy policy. You must ensure that all Personal Data submitted to us, including those relating to third parties is complete, accurate and up to date.

13.2 You hereby consent to the collection and use of the Personal Data by the Company for any of the following purposes (“Purposes”):

(a) performing obligations in the course of or in connection with the use of our Website and services/memberships contained on our Website (“Services”);

(b) managing your relationship with us;

(c) processing adjustment, debit, payment or credit transactions;

(d) marketing and promoting our Services;

(e) responding to, handling, and processing enquiries, requests, complaints, and feedback;

(f) for audit, accounting, administration, risk management and record keeping purposes;

(g) responding to requests for information from government or public agencies, ministries, statutory boards or other similar authorities or non-government agencies authorised to carry out specific Government or regulatory services or duties;

(h) meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies (including but not limited to responding to regulatory complaints, disclosing to regulatory bodies and conducting audit checks, due diligence and investigations);

(i) any other incidental business purposes related to or in connection with the above; and

(j) any other specific purposes which we may inform you of in writing from time to time, but for which we will seek your separate consent.

13.3 We will only share your Personal Data in order to facilitate and administer your use of our Website and any of the Services or otherwise if required by law. We will manage and protect your Personal Data in accordance with all applicable data protection laws of Malaysia.

13.4 You may withdraw your consent to the aforesaid use at any time subject to giving us reasonable notice. Upon receipt of such notice from you, we will cease to collect, use or disclose your Personal Data unless such collection, use or disclosure without your consent is required or permitted under applicable laws. We will also correspondingly inform any agent/brokers to whom your Personal Data may have been submitted to cease further use of your Personal Data and to delete the Personal Data, unless such use or retention is required under applicable laws. You further acknowledge and agree that any withdrawal of consent by you will adversely affect your access to our Website and any of the Services and the Company will not be liable for any consequences arising directly or indirectly from such withdrawal.

13.5 We reserve the right at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud, anti-money laundering and countering the financing of terrorists.

13.6 We will use all reasonable efforts to protect your Personal Data, adhering to strict computer security standards. We have put in place, privacy protection control systems designed to ensure that your Personal Data remain safe, secure and private. However, you should be aware that the use of the Internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any Personal Data which is transferred from you or to you via the Internet.

13.7 We will only retain your Personal Data for as long as necessary to fulfil the Purpose(s) outlined above, or to comply with legal, regulatory and internal requirements.

GOVERNING LAWS AND DISPUTE RESOLUTION

14.1 Note that as we are a Malaysia registered company and our Website is operating out of Malaysia, these Terms have been drafted solely in accordance with the laws of Malaysia and accordingly, all disputes, claims and legal issues arising from or related to the use of our Website shall be construed in accordance and determined by the laws of Malaysia applicable to contracts entered into and performed within Malaysia without respect to its conflict of laws principles.

14.2 By using our Website, you agree that the exclusive forum for any claims or causes of action arising out of your use of our Website shall be governed by the Singapore Court of Arbitration (subject to further terms in Section 16 below) and you hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. You further agree that class-action lawsuits and class wide arbitrations, private attorney-general actions, request for public injunctions, and any other proceeding or request for relief where someone acts in a representative capacity are not allowed and undertake not to participate in such action. You also acknowledge and agree that the combining individual proceedings without the consent of all parties is not allowed and undertake not to participate in such course of action.

14.3 We do not represent or warrant that these Terms complies with the privacy laws of any other jurisdiction and accordingly, you shall not construe these Terms as such.

14.4 We do not represent or warrant that the content of our Website and any of the Services are suitable for any particular purpose or audience or that the viewing and downloading of any part of our Website is legal in any country outside Malaysia. If you have accessed our Website and any of the Services from outside Malaysia, then you are responsible for compliance with the laws of your jurisdiction.

QUESTIONS AND CONTACT INFORMATION

15. If you need to contact us or have any questions on these Terms, you may contact us as follows:

Email: info@resimaxgroupmalaysia.com

16. GENERAL PROVISIONS:

16.1. Governing law: This Agreement shall be governed in all respects by the laws of Malaysia.

16.2. Dispute Resolution: Any dispute or difference, whether contractual or non-contractual, arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall first be referred to mediation under the Mediation Rules of The Law Society of Singapore. If the mediation is terminated (as defined in the Mediation Rules of The Law Society of Singapore), without the dispute or difference having been resolved, within 21 days after such termination, any party may refer the dispute or difference to arbitration for final resolution. Where following mediation in accordance with this Dispute Resolution Clause hereinabove, the parties are unable to reach a mutually satisfactory resolution of the Disputes, except insofar as the parties elect to enforce this Agreement by judicial process or injunction as provided in the preceding Articles hereof, the Disputes must be submitted to be finally resolved by arbitration in Malaysia in accordance with UNICITRAL Arbitration Rules for the time being in force. The arbitration shall be administered by Singapore International Arbitration Centre ("SIAC") in accordance with its Practice Note on UNICITRAL cases. Unless otherwise agreed to between the parties in writing, the number of arbitrators shall be one (1), to be nominated by Resimax. The language to be used in the arbitral proceedings shall be English. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Judgment on any arbitral award may be given in any court having jurisdiction over the party (or over the assets of the party) against whom such an award is rendered. Any arbitration against Resimax or its associates must be commenced by filing a request for arbitration within one (1) year, after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. This one-year limitation period is inclusive of the internal dispute resolution procedure set forth in the preceding paragraph of this section, above. There shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

16.3. Language: All communications made or notices given pursuant to this Agreement shall be in the English language.

16.4. Assignment: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

16.5. Amendments: This Agreement may only be amended in writing signed by both Parties.

16.6. No Waiver: No terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

16.7. Severability: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

16.8. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, whether written or oral.

16.9. Headings: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

For the latest version of these Resimax Marketplace Terms and Conditions please go to <https://buy.marvion.media/en/rgi-titanium> or contact Resimax Group (www.resimaxgroup.com.au)