

## 1. ABOUT THE COMPANY

The Company is registered as **CENTURISE MEDIA SDN BHD** (Company no. 510112-X), referred herein as the "Company". The Company have its business address at

and conduct its business via [www.artespree.com](http://www.artespree.com) ("ArteSpree").

- 1.1 The Company operates ArteSpree as a content and merchandising distribution channel that provides online media and content services as well as marketing and sales of goods and services via the Internet and the World Wide Web.
- 1.2 The Company offers online information and e-Commerce site by listing the Products (hereinafter defined) and then enabling potential Buyers (hereinafter defined) to purchase Products via the ArteSpree.
- 1.3 ArteSpree is an online information and marketplace which the Information Provider and Information Seeker meet for common interest, or Buyers and the Sellers meet to transact. The Company facilitate information dissemination from Information Provider to Information Seeker, or the transaction on behalf of the Buyers and the Sellers for a fee.

## 2. DEFINITIONS

- "User" or "Users" means the registered members of ArteSpree or unregistered persons who uses the services or contents of ArteSpree.
- "Confidential Information" means any information disclosed by one party to another, either directly or indirectly, in writing, orally, by inspection of tangible objects or by data feed or other electronic means, other than information that the disclosing party can establish
- (a) was publicly known and made generally available in the public domain prior to the time of disclosure;
  - (b) becomes publicly known and made generally available after the disclosure other than through action or inaction;
  - (c) is in the disclosing party's possession, without confidentiality restrictions, at the time of disclosure as shown by files and records immediately prior to the time of disclosure; or
  - (d) consists of solely of data aggregated with data which is not "Confidential Information" under this Agreement, provided that the aggregated data are presented in a manner that makes it impossible to identify the party or parties to whom the data relate.
- "Fees" means any fees due and payable by the Merchant to the Company for facilitation of a transactions or for the services provided via the Service Site.

“Merchant Content”	means any information, material or content provided by the Merchant in any form to the Company including, without any limitation, videos, photographs, graphics, logos, trademarks and service marks.
“Product” or “Products”	means the goods and services (unique or duplicated) of the Merchant made available on the Service Site for sales.
“Service”	means the contents and merchandising distribution channel operated by the Company that provides online media and content services as well as marketing and sales of goods and services via the Internet and the World Wide Web.
“Service Site”	means <a href="http://artespree.com">artespree.com</a> or such other URL as may be specified by the Company that provides the Service to the Buyers. All references to the Service Site shall include all versions of the Service, as such service may be co-branded, co-marketed and/or private labelled, whether under the Company’s branding and domains or otherwise.
"Account"	means the ARTESPREE Account that you will need to register for on the Site if you would like to submit an Order on the Site;
"Business Day"	means any day on which banks in Malaysia open for business;
"Order Confirmation"	means our email to you, in which we acknowledge your Order in accordance with clause 6.2 below;
"Contract"	means your Order of a Product or Products in accordance with these Terms and Conditions which we accept in accordance with clause 6.2 below;
"Customer"	means any individual who places an Order on the Site;
"Order"	means the Order submitted by you to the Site to purchase a Product from us;
"You"	means the Customer who places an Order;

References to "clauses" are to clauses of these Terms and Conditions;

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof;

The Schedules referred to in this Terms and Conditions shall form part of these Terms and Conditions;

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;

References to "includes" or "including" or like words or expressions shall mean without limitation.

### 3. ELIGIBILITY

Users must meet the minimum legal age to contract in the jurisdiction which the users reside to place an Order with ArteSpree. In the context of Malaysia for example, the user must be over eighteen (18) years of age. If the user are under the legal age to contract, the user may place an Order with ArteSpree only with the consent, involvement and guidance of a legal guardian or parent, as required by the law in which the user is governed.

#### 4. PROHIBITIONS

- 4.1 The User must use the Service Site for its intended purpose only. The User shall not commit, or facilitate the action to commit, or to encourage a criminal offence in using the Service Site.
- 4.2 The User agree that he/she shall not commit any act that may compromise the normal function of the Service Site, including but not limited to the act of planting computer viruses, hacking, phishing or any other harmful activities to the normal operation of the systems of the Service Site.
- 4.3 Any breach of this provision would constitute an offence under Section 233 of the Communications and Multimedia act 1998. In the event such breach occurs, ARTESPREE will report the breach to the relevant law enforcement authorities and appropriate legal action will be taken.

#### 5. ENTIRE AGREEMENT

- 5.1 These Terms and Conditions shall apply to the continuous usage of the Service Site by the users, including but not limited to all Orders and Contracts made or to be made between by the Company for the sale and supply of Products. These Terms and Conditions constitutes the entire agreement between the Company and the User and supersedes all preceding or contemporaneous proposals or agreements, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter, and all past dealing or industry custom.
- 5.2 The users acknowledge that, in entering into this Contract, neither the User nor the Company have relied on any representation, undertaking or promise given by the other or implied from anything said or written between the User and the Company prior to such Terms and Conditions, except as expressly stated in the Terms and Conditions.

#### 6. TERMS OF SALE

##### 6.1 Registration

- The User must register a User Account in order to transact or to place an Order with the Service Site. The User is required to provide the necessary information for the creation of the User Account on registration and should ensure the accuracy of such information each time the User is about to transact or to place an Order on the Service Site.
- Each natural person or legal entity shall entitled to maintain one User Account at any point of time.

## 6.2 Formation of a Contract

- The information set forth in the Terms and Conditions and the details contained on the Service Site is an invitation to treat and shall not constitute an offer. No Contract in respect of purchases of a Product shall exist between the User and the Company until such time that the said Product/Products had been shipped to the delivery address stipulated or had been collected by the User or his/her agent(s).
- The User may submit an Order by utilizing the Service Site's online shopping process. Upon submission of the Order, an acknowledgement of Confirmation of order will be sent to you via an email, follow by a Confirmation of Availability of the Product Stock.
- Notwithstanding the above, an Order is only considered accepted upon the Order being shipped to the delivery address provided by the User or if the Product has been collected by the User or his/her agent(s).
- A Contract will relate only to those Products which we deliver to you. If your Order consists of more than one Product, the Products may be delivered to the User in separate packages at separate times, or requires the User or his/her agent(s) collection at separate collection locations as agreed.

## 6.3 Price and Payment

- The Company will to its best effort, ensure that all details, descriptions and prices which appear on its Service Site to be accurate. In an unlikely event of an error in the price of any Products which the User have ordered, we will inform the User of this as soon as possible of such error and provide the User the option of reconfirming the Order at the correct price or for cancellation. In the event whereby the user is not contactable, the Company reserve the right to cancel the Order and notify you in email of such cancellation.
- Prices shown has yet to include any GST that may be applicable, depending on the fulfilment partnering merchant of the said product.
- Prices shown in Malaysian Ringgit unless specified otherwise.
- Delivery costs will be charged separately depending on the volume matrix of the product. The Service Site may provide the option of delivery provider and the User will be responsible for the final cost of the delivery and such transaction shall be separately negotiated by between the delivery service provider and the User.
- The Company are under no obligation to fulfil your Order if the price listed on the website is incorrect (even after your Order has been acknowledged by the Company).
- The modes of payment is limited to those options provided by the Service Site
- Once we receive your Order we will request pre-authorisation on your card to ensure there are sufficient funds available to complete the transaction. Order will not be confirmed until this pre-authorisation check has been completed. Your card will be debited once we have sent you the Order Confirmation. Cards are subject to validation checks and authorisation by card issuer. If we do not receive the required authorisation, we will not be liable for any delay or non-delivery.
- Upon authorisation of the payment, by clicking the "Order now" button, the User confirms that the card belongs to the User or that he/she is the legitimate holder of

the said account, and that it has sufficient funds or credit facilities to cover the cost of the Product.

#### 6.4 Mistaken Orders

- If the User discovers of a mistaken Order once the Order has been placed with the Service Site, please contact [admin@artespree.com](mailto:admin@artespree.com) immediately for the cancellation of the Order. Please refer to Cancellation by Customer (Non-Faulty Product) below for more information.

#### 6.5 Refusal of Order

- The Company reserves the right to withdraw any Products from the Service Site at any time and/or remove or edit any materials or content on this Site. The Company will to its best efforts, to process all its Orders. Nonetheless, there may be exceptional circumstances wherein, the Company may need to refuse to process an Order having sent the User an Order Confirmation, which the Company reserves the right to do so at any time, at its sole discretion.
- If an Order was subsequently cancelled and that the User had already made payment for the Order, the payment amounts shall be fully refunded to the User.
- The Company will not be liable to the User or any other third party by reason of withdrawing of any Product from the Service Site, regardless if such withdrawn product is sold or otherwise, or, for refusing to process or accept an Order.

### 7. DELIVERY

- 7.1 The Company provides the recommended delivery service provider for the purpose of ensuring the delivery of sales is fulfilled.
- 7.2 The Users form the direct contract relationship with the delivery service provider, subject to the terms and condition of the delivery services provider. The Company bears no responsibilities nor did liabilities that may arise during the delivery.
- 7.3 The Company may provide the options to insured the delivery of the Users' purchases, subject to the acceptance of coverage by the recommended insurer. The Users would bear the cost of the insurance premium should he elected for such coverage and that insurer accepted the coverage.
- 7.4 The User bears the cost of delivery of the Product purchase and is responsible to pay the cost of delivery of their choice.
- 7.5 In the event of overseas delivery, it is the Users' obligations to facilitate necessary custom clearance or fulfilment to any imports rules or regulations that the Merchant is not reasonably foreseen or expected to perform.

### 8. CANCELLATION BY CUSTOMER (NON-FAULTY PRODUCT)

Cancellation can only be made by the User before the despatch of the Product. This can be done so by contacting 03-79552900 to speak to the customer service representative on the request. Otherwise, no Product sold can be returned. If you cancel your Order before the shipment of the

product to the User or the collection of the product by the User, and such cancellation has been accepted by the Company, and that the User have already paid for the Order, the User will receive a full refund.

## 9. RETURNS AND REFUNDS POLICY

No Product sold can be returned for refund.

## 10. FAULTY PRODUCTS

- 10.1 All Product descriptions, information and materials posted on the Service Site are provided 'as is' and without warranties express, implied or otherwise howsoever arising.
- 10.2 Product image as seen on the Site may differ from the actual Product that you receive.
- 10.3 The User is required to examine the Product before collection either by the User themselves or by the appointed delivery service provider or agent(s). The Product will only be available for shipping or collection upon the examination.
- 10.4 Once the product is examined by the User, it is deemed to be of merchantable quality. Any subsequent damage to product during transition should be covered under insurance. The User is responsible to purchase such insurance.

## 11. DISCLAIMER OF LIABILITY

- 10.1 The content displayed on the Service Site is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary and to the fullest extent permitted by law, ARTESPREE and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Site and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

## 12. INDEMNITY

You agree to indemnify, defend, hold harmless ARTESPREE, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of this Site or your breach of the Terms and Conditions.

### 13. GUARANTEE AND COMPLAINTS MANAGEMENT

- 13.1 ARTESPREE shall perform its obligations under these Terms and Conditions with reasonable skills and care.
- 13.2 ARTESPREE values Customer satisfaction. User may contact ARTESPREE at any time using the contact details given in clause 6.4 of these Terms and Conditions. ARTESPREE will attempt to address the concerns as soon as possible and will contact the User on receipt of any relevant enquiry or complaint. The Merchant may be requested to be involved to ensure resolution to an enquiry or complaint.
- 13.3 In rare cases, a User's emails may be caught up in the Company's spam filters or may not reach the Company, or similarly the correspondence from the Company to you may otherwise not have reached the User. Should you not have received any response from us within five (5) Business Days, please make further enquiries.

### 14. PERSONAL DATA PROTECTION

Please see our Privacy Policy, which forms a part of these Terms and Conditions.

### 15. CIRCUMSTANCES BEYOND OUR CONTROL (FORCE MAJEURE)

- 15.1 The Company shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation:
- Strikes, lock-outs or other industrial action
  - Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
  - Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
  - Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
  - Impossibility of the use of public or private telecommunications networks
  - The acts, decrees, legislation, regulations or restrictions of any government, shipping, postal or other relevant transport strike, failure or accidents.
- 15.2 In the circumstance that the Force Majeure event lasts for more than one week, either party, the User or the Company may terminate the Contract forthwith by written notice and without any Liability other than a refund of a Product already paid for by the User and not delivered.
- 15.3 If the Company was Contracted to provide identical or similar Products to more than one Customer and are prevented from fully meeting its obligations to a User by reason of a Force Majeure event, the Company may decide at our absolute discretion which Contracts it will perform and to what extent.
- 15.4 The Company reserves absolute discretion on the solution we adopt in fully meeting our obligations under the Contract despite the Force Majeure Event.

## 16. NOTICES

16.1 Any notice under a Contract shall be given in writing through either letter or email to the relevant party at the address or email address last known to the other.

16.1.1 Notices given by post shall be deemed to have been served with two Business Days of being posted to the recipients address within Malaysia.

16.1.2 Any notice given by email shall be deemed to have been served within two (2) Business Days of the email being sent.

16.2 In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

## 17. INTELLECTUAL PROPERTY RIGHTS

All contents within the Service Site, including but not limited to logos, writing, videos, pictures or processed data is the property of ARTESPREE or its content suppliers. Such contents are protected by copyright laws and treaties around the world. All such rights are reserved by ARTESPREE and its licensors.

## 18. WAIVER

The failure of either the user or the Company to enforce its rights under these Terms and Conditions or a Contract that may arise from the usage of the Service Site, at any time for any period shall not be construed as a waiver of such rights.

## 19. SEVERABILITY

Each provision of these Terms and Conditions shall be considered severable; and if, for any reason, any provision of these Terms and Conditions is determined to be invalid or unenforceable and contrary to any existing or future law, all other provisions shall remain in full force and effect, so long as these Terms and Conditions or a Contract shall be capable of continuing in effect without the unenforceable term.

## 20. ASSIGNMENT

User may not assign its rights or obligations under these Terms and Conditions or a Contract that may arise from the usage of the Service Site.

## 21. RELATIONSHIP

Nothing in these Terms and Conditions or a Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the user and the Company.



## 22. THIRD PARTY RIGHTS

No person who is not a party to these Terms and Conditions or a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms and Conditions or that Contract its assent to any such term.

## 23. GOVERNING LAW

These Terms and Conditions, or any Contract or Obligations that arises as a result of the usage of the Service Site, shall be governed by and construed in accordance to the applicable laws of the Malaysia. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the High Court of Malaya and each party (both the user and the Company) consents to the jurisdiction of the High Court of Malaya with respect to any such action.

## 24. VARIATION

- 24.1 We reserve the right to amend these Terms and Conditions at any time and all such amendments will be posted in its Service Site. Your continued use of the Service Site shall constitute acceptance of the new Terms and Conditions.
- 24.2 Specifically when you place an Order to the Service Site, you agree that your Order is subject to the latest Terms and Conditions at the time you submit your Order. You are deemed responsible to have reviewed the latest Terms and Conditions at the time you submit your Order.