

OMC MERCHANT TERMS AND CONDITIONS

Thank you for choosing our service!

Please read and understand the following merchant terms and conditions which will govern the access and/or use of the service.

If at any time you do not accept or agree on any or in entirety of OMC Merchant Terms and Conditions, you may immediately discontinue by terminating the service provided.

1. DESCRIPTION OF SERVICE

- 1.1 You are solely responsible for the contents of your Product Listings (including description, price, fees, tax that you calculate, any required legal disclosures and any offers or promotional contents).
- 1.2 You are responsible for displaying any business information, product information, promotion, reviews, privacy policy or any other terms that you want to apply or use for the purpose of interactions with Users. Any such terms do not bind us and must not conflict with these OMC Merchant Terms and Conditions and our other applicable terms and policies.
- 1.3 You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of any data, content, and other information provided by you or accessed by us in connection with the Merchant Commerce Features, including photos, videos and Product Listing content, in connection with your products.

2. DEFINITIONS AND INTERPRETATIONS

2.1 “Agreement” or “OMC Merchant Agreement”

collectively means: -

- (a) OMC Merchant Terms and Conditions/ Merchant Terms;
- (b) OMC Merchant Registration Form;
- (c) OMC Merchant On-boarding Form; and
- (d) All applicable forms, schedules, and/or annexes.

2.2 “Appropriate Authority”

means: -

- (a) The federal government of Malaysia;
- (b) Any state government, or local government;
- (c) Any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or
- (d) The relevant authority in a foreign country, if applicable.

2.3 *“Confidential Information”*

means: -

- (a) Any information, whether in written or any other form, which has been disclosed by the Disclosing Party to the Receiving Party in confidence; and
- (b) Which by its nature ought to be regarded as confidential which may or may not have been disclosed to the other party under the Agreement, pursuant to the Agreement or otherwise in connection with the Agreement; or that becomes available to the Receiving Party during the term of the Agreement (regardless of whether it is marked in writing as “confidential”), such information to include Settlement Report, Personal Data, information about Consumer, Transactions, Merchant On-boarding Form, Charges & Fees, Settlement Cycle Schedule, Merchant Change Form, Merchant Rate Change Notice, Trade Secrets and Business Sensitive Information.

2.4 *“OMC Merchant Registration Form”*

The form provided by us that can be obtained on OMC Website and completed by you consists of information requested by us to satisfy our Know Your Consumer (KYC) requirements. This is to allow assessment of your application and also to assess your ongoing business suitability to receive any Service from us.

2.5 *“OMC Merchant On-boarding Form”*

Our on-boarding form which sets out the services subscribed, additional information, and any other additional terms and conditions.

2.6 *“OMC Merchant Change Form”*

The form provided by us for you to update your details and information and/or to subscribe add-on services

2.7 *“Personal Data”*

Shall have the same meaning or interpretation as in the PDPA.

2.8 *“PDPA”*

Personal Data Protection Act 2010 and includes its subsidiary legislations, standards and codes of practice.

2.9 *“Platform”*

Refers to OMC Website, OMC Mobile Application, our Social Media, and/or any platforms (whether known now or in the future) made available by us from time to time to provide you with our Service.

2.10 *“Promotional Sign”*

Refers to banners, pamphlets, names or designs approved by us and provided to you from time to time.

2.11 *“Service”*

Collectively means any service provided by us to you, including display of your business information, your products, promotion of your services on our platform, and/or any other services made available by us and subscribed by you.

2.12 *“Service Commencement Date”*

Refers to date on which we start providing the Service to you and which the Service is ready and available for your use, whether or not you are using it.

2.13 *“You” or “Your” or “Yours”*

Refers to an entity in the form of any structures which may include but not limited to sole proprietor, partnership, body corporate or governmental bodies and agencies, incorporated under the laws of Malaysia, who acquire the Service as a merchant, as described in the OMC Merchant Registration Form and OMC Merchant On-boarding Form.

3. YOUR APPLICATION AND CREDIT RATING

3.1 You may only apply for our service if your business is organised in and operating in Malaysia or you being an individual, are a resident of Malaysia.

3.2 When you submit the OMC Merchant Registration Form, you are requesting us to provide the service to you. Your application is subjected to our approval and we hold the absolute discretion to determine your eligibility and shall have the right to reject or approve your application and/or refuse/consent the provision of Service to you, at any material time, without liability, even if we do not provide you with any reason. Our decision is conclusive and binding on you. You have no right to question or take any action against our decision.

4. COMMENCEMENT, TERM AND PRIORITISATION

4.1 The agreement commences when any of the following events occurs, whichever is earlier: -

- (a) Once we execute the OMC Merchant On-boarding Form;
- (b) From the Service Commencement Date; or
- (c) When you first use the Service.

We will treat that you are agreeing to be bound by the Agreement when any of these events occurs and it shall continue to apply until termination in accordance with the OMC Merchant Terms and Conditions.

4.2 *Commencement of Service*

We will provide the Service to you from the Service Commencement Date, until termination in accordance with the Agreement.

4.3 *Term*

This is a non-fixed length agreement, as such, we will supply you the Service with no basis of period term but until the Service is terminated in accordance with the OMC Merchant Terms and Conditions.

Please contact our Customer Service Support if you have any questions or further enquiries concerning the OMC Merchant Terms and Conditions.