

Standard Service Agreement

1 GENERAL

ACCEPTANCE of the terms and conditions set forth herein contain the sole, entire and exclusive agreement between GST Vintage Sdn Bhd(hereinafter referred as “**GST Vintage**”) and the Subscriber superseding all prior discussions, proposals, negotiations, representations, and agreements. Any additional or conflicting terms, whether or not material, shall not, in any manner, by implication, by waiver, or otherwise, govern the relationship between GST Vintage and the Subscriber. Any waiver, modification or amendment of these terms and conditions, whether consensual or unilateral or bilateral, shall only be effective if such waiver, modification or amendment is reduced to written instrument and executed by the Parties.

2 DEFINITIONS

- 2.1 "Act" shall mean the Goods and Services Act, 2014;
- 2.2 “Agreement” shall mean this standard service agreement and the schedules and appendixes annexed hereto and the same as may be amended, modified or supplemented from time to time in writing by the parties hereto;
- 2.3 “Business” shall mean the business of providing Goods and Services Tax (“GST”) services to the subscribers of the Domain
- 2.4 “Domain” shall mean website domain bearing website address “www.gst.com.my”
- 2.5 “Expiry of this Agreement” shall mean the Completion Date of this Agreement which is the date of GST Vintage completed and/or ceased to provide the GST Services to the Subscriber under this Agreement;
- 2.6 “GST” shall mean Goods and Services Tax as defined under the Goods and Services Act, 2014;
- 2.7 “GST Services” shall mean the Goods and Services Tax’s services provided by GST Vintage and/or its nominee to the Subscriber as specified in the Package purchased by the Subscriber under the said Domain;
- 2.8 “GST Vintage” shall mean GST VINTAGE SDN BHD (Company No: 932994-X), a private limited company incorporated in Malaysia under the Companies Act, 1965 having its place of business at D-01-01, Menara Mitraland, Jalan PJU 5/1, Kota Damansara, 47810 Petaling Jaya, Selangor;
- 2.9 “Notice” shall mean any notice or other communication to be given or served by the Parties in writing and delivered in accordance to the terms and conditions of this Agreement;
- 2.10 “Offline Service” shall mean GST services provided by GST Vintage and/or its nominees to the Subscriber;
- 2.11 “Subscriber” shall mean any person, company and/or body who is subscribing to the GST Services;
- 2.12 “Ringgit Malaysia” and the sign “RM” shall mean the lawful currency of Malaysia;
- 2.13 “Package” shall mean the set of services subscribed and/or purchased by the Subscriber from the said Domain;
- 2.13 “Package Fees” shall mean the fees for the Package as provided in the said Domain.

- 2.14 Unless the context otherwise indicates, words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated and (in each case) vice versa.
- 2.15 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 2.16 The headings shall not affect the interpretation of this Agreement.
- 2.17 Any undertaking by any of the parties hereto not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.
- 2.18 All payments to be made under this Agreement shall be in Ringgit Malaysia.

3 SCOPE OF THIS AGREEMENT

- 3.1 The scope of work to be performed by GST Vintage under this Agreement comprises the GST Services based on the Package purchased by the Subscribers from the said Domain.
- 3.2 The GST Services provided by GST Vintage under this Agreement shall at all times be utilized only for the benefit of the Subscriber.
- 3.3 GST Vintage shall provide the GST Services to the Subscriber based on the following duration:-
Start date: GST Vintage shall commence the provision of the Services on date where full subscription fee has been paid by the Subscriber to GST Vintage.
Completion date: GST Vintage shall complete/cease to provide the Services at the end of subscription period or the Subscriber cease to pay the subscription fee to GST Vintage.
- 3.4 For avoidance of any doubt, GST Vintage shall at its liberty to appoint and elect its nominees and/or its related companies and/or its agents and/or subcontractors and/or third parties to provide GST Services to the Subscriber under this Agreement without the prior consent from the Subscriber.
- 3.5 The Subscriber acknowledges and agrees that the GST Services performed by GST Vintage and/or its nominees and/or its related companies and/or its agents and/or subcontractors and/or third parties shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.
- 3.6 The maximum liability relating to GST Services rendered by GST Vintage and/or its nominees under this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the Package Fees paid by the Subscriber for the portion of the services or work produce for that particular calendar month which giving rise to liability. In no event shall GST Vintage and/or its nominees be liable for consequential, special, incidental or punitive loss, damage or expense (including, without limitation, lost profits, opportunity cost, etc), even if GST Vintage has been advised of their possible existence.

- 3.7 The Subscriber further acknowledge that GST Vintage and/or its nominees shall not be held liable for any penalty, loss or damage imposed by the Royal Malaysian Customs due to the delay on the part of the Subscriber in submitting any supporting documents as may be necessary requested by GST Vintage and/or its nominees for the purpose of the performance of the Business and nothing shall held GST Vintage and/or its nominees liable for the accuracy and competence of information as may be provided by the Subscriber.
- 3.8 The terms and conditions of this Agreement shall be applicable unless otherwise agreed by the parties.

4 PAYMENT

- 4.1 The Subscriber hereby agrees and undertakes to pay the Package Fees to GST Vintage based on the Package it desires to purchase.
- 4.2 The Subscriber shall make payment for the Package Fees via the payment method provided in the said Domain which includes but not limited to bank credit card on monthly recurring basis, upon confirmation of purchase.
- 4.3 For avoidance of any doubt, GST Vintage shall only provide GST Services to the Subscriber upon receipt of the full payment for the Package Fees from the Subscriber.
- 4.4 NOTWITHSTANDING Clause 9 in this Agreement, in the event the Subscriber should terminate the subscription service within the subscription period, then the Subscriber shall be liable for all the payment of all amounts due but unpaid up to the date of termination plus the remaining portion of the unpaid subscription fee as agreed liquidated damages and/or all payment made from the Subscriber to GST Vintage, partial or otherwise, in respect of this Agreement shall be forfeited by GST Vintage. For the avoidance of doubt, if the Subscriber has made the Package Fees in full and the Subscriber should terminate the subscription service within the subscription period, the balance of the payment for any work remain undone made from the Subscriber to GST Vintage under this Agreement, if any, shall be forfeited by GST Vintage as agreed liquidated damages, without the need to proof any damages suffered by GST Vintage.
- 4.5 The Returns and Refund provided by GST Vintage to the Subscriber under this Agreement is only limited to the terms and conditions as provided in the Domain. Please refer <http://gst.com.my/returns-refunds.html>
- 4.6 GST Vintage shall issue electronic form of tax invoice under Section 34 of Goods & Services Tax Act 2014 to the subscriber. The subscriber is deemed to agree in writing to receive the electronic form of tax invoice upon the acceptance of this agreement. Paper form of tax invoice will not be issued by GST Vintage in order to prevent input tax being claimed twice by the subscriber.

5 GST VINTAGE'S COVENANTS AND UNDERTAKINGS

- 5.1 GST Vintage undertakes to perform the GST Services and complete all works in relation thereof with reasonable care and skill in accordance to the standard GST practice.
- 5.2 GST Vintage undertakes and warrants that the GST Services and the materials provided by GST Vintage to the Subscriber under this Agreement will not infringe or

violate any intellectual property rights.

- 5.3 GST Vintage undertakes and warrants that the performance of its obligations under this Agreement, and any transfer or other disclosure of personal data (as defined under Personal Data Protection Act 2010) by GST Vintage to any other party whether for or on behalf of the Subscriber, in connection with or as contemplated by this Agreement, whether prior to or after the date of this Agreement, has been and will continue to be in accordance with the Personal Data Protection Act 2010 and all other applicable data protection laws, whether in existence now or in the future, and the performance of GST Vintage of its obligations under this Agreement will not in breach of the Personal Data Protection Act 2010 and GST Vintage shall not disclose any information as may be furnished by the Subscriber under this Agreement to any other party whether for or on behalf of the Subscriber without the written consent of the Subscriber except to GST Vintage's relevant officers and employees and then only to such extent as may be necessary for the performance of its obligations under this Agreement.

6 THE SUBSCRIBER'S COVENANTS AND UNDERTAKINGS

6.1 The Subscriber covenants that:

- (a) the GST Services are provided by GST Vintage on an "as is" basis and the Subscriber expressly confirm and agree that the use of the GST Services and reliance on any content obtained through the Services is at the Subscriber's sole risk;
- (b) in consideration of GST Vintage agreeing to act, the Subscriber shall indemnify and hold harmless GST Vintage and its nominees from and against any claims, losses, liabilities, costs and expenses (including, without limitation, attorney fees and the time of GST Vintage personnel involved) brought against, paid or incurred by GST Vintage at any time and in any way arising out of or relating to GST services under this Agreement, except to the extent finally determined to have resulted from the gross negligence or willful misconduct of GST Vintage and/or its nominees; and
- (c) to limit GST Vintage's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Package Fees paid by the Subscriber.

7 MUTUAL COVENANTS

7.1 The parties each represents and warrants as follows:-

- (a) it has full power, authority and right to perform its obligations under this Agreement;
- (b) this Agreement shall form a legal, valid and binding obligation of each party and shall be enforceable against it in accordance with the terms and conditions

herein contained;

(c) the entering into this Agreement shall not violate the Constitution of either party or any material contract to which that party is a party or any applicable laws, rules or regulations;

(d) save as otherwise disclosed, it is not engaged in and is not aware of any pending or threatened litigation or governmental investigation or proceedings which may have a materially adverse effect on its ability to enter into this Agreement and to fulfill its obligations hereunder; and

(e) in the event, the said Domain bought over by a third party which includes but not limited to any ministry, government agency and/or government organization and/or third party, the contents, the system and the data of the said Domain shall be transferred to a new domain and this Agreement shall continue to survive under the new domain.

8 OWNERSHIP OF DOCUMENTS, DATA AND INTELLECTUAL PROPERTY

8.1 Subject always to the terms and conditions herein, the ownership of the said Domain, any documents, materials produced, correspondences, modules, data, instruments, technical information and Intellectual Property in relation to this Agreement and the said Domain shall vest and remain so vested with GST Vintage upon and after the termination of this Agreement and/or the Expiry of the Agreement.

8.2 The Subscriber hereby acknowledges that it does not acquire any rights, titles, or interest in or to the said Domain, any documents, materials produced, correspondences, modules, data, instruments, technical information and Intellectual Property in relation to the GST Services provided by GST Vintage as a result of this Agreement.

9 TERMINATION

9.1 Notwithstanding the Refund Policy of the said Domain, the Subscriber shall be at liberty to give a Thirty (30) days' notice to GST Vintage terminating this Agreement whereupon the occurrence of such termination, any payment made from the Subscriber to GST Vintage, partial or otherwise, in respect of this Agreement shall be forfeited by GST Vintage. In the event the Subscriber should terminate the subscription service within the subscription period, then the Subscriber shall be liable for all the payment of all amounts due but unpaid up to the date of termination plus the remaining portion of the unpaid subscription fee as agreed liquidated damages.

9.2 For the avoidance of doubt, if the Subscriber has made the Package Fees in full and the Subscriber should terminate the subscription service within the subscription period, the balance of the payment for any work remain undone made from the Subscriber to GST Vintage under this Agreement, if any, shall be forfeited by GST Vintage as agreed liquidated damages, without the need to proof any damages suffered by GST Vintage.

9.3 GST Vintage shall be at liberty to give a Thirty (30) days' notice to the Subscriber terminating this Agreement in the event the Royal Malaysian Customs Department

and/or any government agencies ordered GST Vintage to cease operation and/or to stop providing GST services to the subscribers. Whereupon the occurrence of such termination, the balance of the payment for any work remain undone made from the Subscriber to GST Vintage under this Agreement, if any, shall be returned to the Subscriber after deducting any payment imposed by payment gateway and government agencies.

10 CONFIDENTIALITY

- 10.1 Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature.
- 10.2 The PRIVACY POLICY under this Agreement is only limited to the terms and conditions as provided in the Domain.

11 GOVERNING LAWS

- 11.1 This Agreement shall in all respects be construed and operated in accordance with the laws of Malaysia.
- 11.2 All correspondences and notices pertaining to this Agreement shall be in English.

12 DISPUTE SETTLEMENT

- 12.1 In the event any dispute or disagreement in respect of this Agreement should arise which cannot be settled amicably by the parties hereto on their own or with the assistance of a mutually acceptable third party mediator appointed by the Malaysian Mediation Centre, the same shall be referred by the parties to the Malaysian Courts.
- 12.2 All claims shall be asserted within a period of twelve (12) months from the date of receipt of the Notice in respect of which a breach of contract or breach of duty or fault or negligence is alleged to have occurred.

13 FORCE MAJEURE

- 13.1 No party shall be liable to the other for the failure or delay of performance of any of its obligations under this Agreement where such failure or delay is caused by riots, civil commotions, wars, governmental laws, orders or regulations, actions by the government or any agency thereof, act of god, storms, fires, accidents, strikes, sabotages, explosions or other such contingencies beyond the reasonable control of the respective parties.
- 13.2 If as a result of legislation or governmental action, any party is precluded from receiving any benefit to which it is entitled hereunder, this Agreement shall be forthwith deemed to be automatically terminated and unenforceable between the parties, save and except for any antecedent breaches.

14 WAIVER

- 14.1 Any waiver by any party of breach of any terms or conditions of this Agreement shall not constitute a waiver of any other right hereunder of subsequent breach of the same terms or conditions or any other terms or conditions of this Agreement.

15 AMENDMENT

- 15.1 This Agreement may at any time be amended by mutual agreement in writing between the parties hereto.

16 SITE UPDATES

- 16.1 GST Vintage may from time to time in their sole discretion develop and provide Site Services updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (hereinafter collectively refer to "Updates"). Updates may also modify or delete in their entirety certain features and functionality. The Subscriber hereby agreed that GST Vintage do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. The Subscriber shall promptly download and install all Updates and hereby acknowledge and agree that Site Services or portions thereof may not work properly should the Subscriber fail to do so. The Subscriber further agree that all Updates will be subject to the terms of this Agreement, unless otherwise provided in separate written instrument associated with such Update. GST Vintage reserves the right, at any time, to modify, suspend, or discontinue Site Services or any part thereof without notice. The Subscriber hereby agree that GST Vintage will not be liable to the Subscriber or any third party for any modification, suspension, or discontinuance of Site Services or any part thereof.

17 SEVERABILITY

- 17.1 In the event that any part of this Agreement shall be held as contrary to any law, statute or regulation in that regard, the invalidity of such part shall in no way affect the validity of any other part of this Agreement and each and every part shall be severable from the other.

18 NOTICE

- 18.1 Any notice or other communication to be given or served by the Parties shall be in writing and may be delivered given or sent by :-
- a) hand;
 - b) by e-mail; or
 - c) mail (ordinary, registered or A.R. registered), postage prepaid to the address and e-mail as provided by the Parties in the said Domain.

For avoidance of any doubt, the Subscriber shall send the Notice to GST Vintage based on the address and e-mail as stated in the said Domain, and GST Vintage shall send the Notice to the Subscriber based on the address and e-mail provided by the Subscriber as mentioned in its profile in the said Domain.

- 18.2 A notice is taken as given by the sender and received by the intended recipient:
- a) if by hand or by e-mail, then at the time of receipt of the notice; and
 - b) if posted, three (3) business days after posting

but if delivery or receipt is on a day which is not a Business Day in Selangor or is after 5.00 p.m. at the place of delivery or receipt, it is taken as given at 9.00 am on the next Business Day.

- 18.3 A notice that is posted is valid even if the intended recipient does not receive it or it is returned unclaimed to the sender.

19 MISCELLANEOUS

- 19.1 All correspondences between the parties and the language of this Agreement shall be in English.
- 19.2 The subject headings of the articles or paragraphs of this Agreement are included for the purpose of convenience only and shall not affect the construction or interpretation of any of its provision and the parties shall make the necessary effort to remove the discrepancy.
- 19.3 All words denoting the neuter, male and female genders and individuals shall refer to corporate entities of the parties herein and vice versa and words in the plural shall also refer to the singular and vice versa.
- 19.4 The Subscriber shall not assign or transfer all or any part of its rights under this Agreement without the consent of GST Vintage.
- 19.5 This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

“Click here to indicate that you have read, agreed to and accept all the terms presented in the Standard Service Agreement”