

BIZTRADE.MY MERCHANT AGREEMENT

Version: 1.0

Last Updated: 30 June 2026

Effective Date: 1 July 2026

LEGAL NOTICE

This Merchant Agreement ("Agreement") governs the registration and use of the Biztrade.my platform by merchants.

Biztrade.my is a digital platform owned, operated and managed by Inbosz Technologies Sdn. Bhd. (Company Registration No. 201601034215), a company incorporated in Malaysia under the Companies Act 2016 (hereinafter referred to as "Biztrade.my", "Company", "we", "our" or "us").

By registering a Merchant account, clicking "I Agree", or accessing and using the Platform, the Merchant acknowledges that they have read, understood and agreed to be legally bound by this Agreement.

1. DEFINITIONS

For the purposes of this Agreement:

Account means the Merchant account created on Biztrade.my.

Agreement means this Merchant Agreement together with any amendments made from time to time.

Business Information means all information submitted by the Merchant including company name, registration number, address, contact details, banking information, promotional materials and any supporting documents.

Customer means any individual or organisation using Biztrade.my to view, claim or redeem a promotion or voucher.

Merchant means any individual, sole proprietor, partnership, company or organisation registered on Biztrade.my.

Platform means the Biztrade.my website, mobile application and all related digital services operated by Inbosz Technologies Sdn. Bhd.

Promotion means any campaign, offer, discount, coupon, reward or marketing activity published by a Merchant.

Subscription Plan means any paid plan made available by Biztrade.my.

Voucher means any digital voucher, coupon or promotional code published by a Merchant through the Platform.

2. ELIGIBILITY

To register as a Merchant, you represent and warrant that:

- a. you are at least eighteen (18) years of age;
- b. you have the legal capacity to enter into this Agreement;

- c. you are authorised to act on behalf of the business you are registering;
- d. your business complies with all applicable Malaysian laws and regulations.

Biztrade.my reserves the right to request documentary evidence at any time.

3. MERCHANT REGISTRATION

The Merchant agrees to provide complete, accurate and current information during registration.

The Merchant shall ensure that all submitted information remains accurate throughout the duration of the Merchant's use of the Platform.

Submission of a registration form does not guarantee approval.

Biztrade.my reserves the absolute discretion to approve, reject or decline any application without assigning any reason.

4. VERIFICATION

Biztrade.my may verify the Merchant's identity and business before approving an account.

Verification may include requesting:

SSM Registration Documents

Business Licence

Identification Documents

Business Address Verification

Bank Account Verification

Tax Information

Any additional supporting documents deemed necessary.

Failure to provide requested documents within the required timeframe may result in rejection or suspension of the application.

5. ACCURACY OF INFORMATION

The Merchant represents and warrants that:

all information submitted is true, complete and accurate;

no information has been intentionally omitted;

all uploaded documents are genuine;

all promotional materials accurately describe the products or services offered.

The Merchant shall immediately notify Biztrade.my of any changes to its business information.

Biztrade.my shall not be responsible for any loss arising from inaccurate or outdated information provided by the Merchant.

6. MERCHANT ACCOUNT

Each Merchant is responsible for maintaining the confidentiality of its login credentials.

The Merchant shall not:

- share login credentials with unauthorised persons;
- allow multiple businesses to operate under one account without approval;
- impersonate another business;
- create multiple accounts for fraudulent purposes.

The Merchant is fully responsible for all activities conducted through its account.

7. ACCOUNT SECURITY

The Merchant shall immediately notify Biztrade.my if:

- unauthorised access is suspected;
- login credentials are compromised;
- fraudulent activities are detected.

Biztrade.my reserves the right to temporarily suspend access where security concerns exist.

8. ELECTRONIC ACCEPTANCE

The Merchant acknowledges that by:

- clicking "I Agree";
- clicking "Submit";
- registering an account; or

accessing or using the Platform,

the Merchant enters into this Agreement electronically.

The Merchant further agrees that electronic acceptance shall have the same legal effect as a handwritten signature.

Biztrade.my shall maintain electronic records of:

Agreement Version accepted;

Date and Time of acceptance;

Merchant Account;

IP Address (where available);

Device information (where available).

Such electronic records shall constitute conclusive evidence of acceptance unless proven otherwise.

9. MERCHANT APPROVAL

Merchant approval is entirely at the discretion of Biztrade.my.

Biztrade.my may reject or terminate an application where:

false information is submitted;

fraudulent activities are suspected;

the business operates illegally;

supporting documents cannot be verified;
the Merchant has previously breached this Agreement;
approval may adversely affect the reputation, integrity or security of the Platform.

Biztrade.my shall not be obliged to provide reasons for any rejection or termination.

10. NO PARTNERSHIP

Nothing contained in this Agreement shall be construed as creating any partnership, agency, employment, joint venture or franchise relationship between Biztrade.my and the Merchant.

The Merchant shall operate as an independent business at all times.

11. MERCHANT RESPONSIBILITIES

The Merchant shall be solely responsible for all products, services, campaigns and promotional activities published through the Platform.

The Merchant agrees to:

- a. provide accurate descriptions of all products and services;
- b. ensure all pricing, discounts and promotional offers are correct;
- c. fulfil all commitments made to Customers;
- d. honour all valid vouchers issued through the Platform;

e. provide reasonable customer service relating to their products and services;

f. comply with all applicable laws and regulations;

g. obtain all licences, permits and approvals required for its business.

Biztrade.my shall not be responsible for the Merchant's business operations.

12. VOUCHER & PROMOTION POLICY

The Merchant agrees that every voucher or promotion published through the Platform shall clearly state:

promotion details;

voucher value;

redemption period;

expiry date;

redemption location;

applicable terms and conditions;

limitations (if any).

The Merchant shall honour every valid voucher during its validity period. The Merchant shall ensure that sufficient stock, capacity or service availability is maintained to fulfil all valid voucher redemptions during the promotion period.

The Merchant shall not:

refuse redemption without reasonable grounds;
publish misleading promotions;
alter voucher terms after publication without approval;
discriminate against Customers redeeming vouchers.

Biztrade.my reserves the right to suspend or remove any promotion that is inaccurate, misleading or unlawful.

13. PRODUCT & SERVICE QUALITY

The Merchant acknowledges that it is solely responsible for:

product quality;
service quality;
product safety;
delivery;
warranties;
after-sales service;
customer complaints;
refunds;
exchanges.

Biztrade.my acts solely as a technology platform and does not inspect, endorse or guarantee any product or service offered by Merchants.

14. MARKETING & ADVERTISING

The Merchant represents that all advertisements, promotional materials, images, videos, logos and marketing content are:

truthful;

accurate;

lawful;

owned by the Merchant or used with proper authorisation.

The Merchant shall not publish:

false claims;

misleading statements;

defamatory content;

prohibited advertisements;

content that infringes third-party rights.

Biztrade.my reserves the right to remove or edit promotional materials that violate this Agreement.

15. MARKETING PERMISSION

The Merchant grants Biztrade.my and Inbosz Technologies Sdn. Bhd. a worldwide, non-exclusive, royalty-free licence to use:

business name;

logo;

trademarks;
promotional images;
videos;
product photographs;
campaign information;
public business profile;

for the purpose of operating, marketing and promoting the Platform.

Ownership of all intellectual property remains with the Merchant.

16. FREE TRIAL, SUBSCRIPTION & PAYMENT

16.1 Free Trial

Eligible Merchants may receive one (1) month complimentary access to selected Platform features.

The availability, duration and scope of the Free Trial shall be determined solely by Biztrade.my.

Biztrade.my may withdraw, modify or discontinue any Free Trial promotion without prior notice.

16.2 Subscription

Following the expiry of the Free Trial, continued access to the Platform or selected features may require the Merchant to subscribe to a paid plan.

Subscription plans and features may vary.

16.3 Subscription Fees

Subscription fees shall be published on the Platform and may be amended from time to time.

The Merchant agrees to pay all applicable subscription fees according to the selected plan. Failure to renew a subscription may result in the Merchant Account being downgraded to a limited-access plan or suspended until payment is received, at the sole discretion of Biztrade.my.

16.4 Payment

Payments shall be made using payment methods approved by Biztrade.my.

Failure to pay subscription fees may result in:

account suspension;

restriction of Platform features;

termination of the Merchant account.

16.5 Grace Period

Biztrade.my may, at its sole discretion, provide a grace period after the expiry of the Free Trial or subscription period.

The duration of the grace period may vary and may be withdrawn at any time.

16.6 Fee Revision

Biztrade.my reserves the right to revise subscription pricing by providing reasonable prior notice.

Continued use of the Platform shall constitute acceptance of the revised pricing.

16.7 Refund Policy

Unless required by law or otherwise stated by Biztrade.my, subscription fees are non-refundable.

16.8 Cancellation

The Merchant may cancel its subscription at any time.

Cancellation shall take effect at the end of the current billing cycle.

No partial refund shall be given for unused subscription periods.

17. PLATFORM RIGHTS

Biztrade.my reserves the right to:

approve or reject Merchant applications;

edit merchant profiles;

suspend promotions;

remove vouchers;

disable campaigns;
suspend or terminate Merchant accounts;
introduce new Platform features;
discontinue existing features;
perform maintenance;
conduct fraud investigations;
request supporting documents.

Such actions may be taken without prior notice where necessary to protect the Platform, Customers or other Merchants. Biztrade.my may temporarily disable access to the Platform or any feature for system maintenance, upgrades, security purposes or operational improvements.

18. FRAUD PREVENTION

Biztrade.my may investigate any suspected fraud, including:

fake accounts;
fake voucher claims;
self-redemption by the Merchant;
manipulation of campaigns;
fake transactions;
abuse of promotional offers.

During any investigation, Biztrade.my may suspend access to the Merchant account.

19. INTELLECTUAL PROPERTY

All Platform software, designs, source code, trademarks, databases, text, graphics and branding remain the exclusive property of Inbosz Technologies Sdn. Bhd.

Except as expressly permitted, the Merchant shall not:

reproduce;

copy;

reverse engineer;

modify;

distribute;

exploit;

any part of the Platform.

20. FUTURE SERVICES

Biztrade.my may introduce additional services, premium features, integrations, APIs or software modules.

Such services may be subject to additional fees and separate terms, which shall be communicated to the Merchant before becoming applicable.

21. DISCLAIMER

Biztrade.my provides the Platform solely as a technology solution to facilitate promotional campaigns, digital vouchers and business engagement between Merchants and Customers.

Biztrade.my does not guarantee:

any minimum number of customers;
voucher redemption rates;
enquiries or leads;
sales or revenue;
return on investment;
business growth;
uninterrupted operation of the Platform.

The Merchant acknowledges that business performance depends on various factors beyond the control of Biztrade.my.

22. PLATFORM AVAILABILITY

The Platform is provided on an "as is" and "as available" basis.

While Biztrade.my will use reasonable efforts to maintain the availability of the Platform, we do not warrant that access will be uninterrupted, error-free or free from security threats.

Biztrade.my reserves the right to suspend or restrict access to the Platform for maintenance, upgrades, security enhancements or operational reasons without prior notice.

23. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Biztrade.my and Inbosz Technologies Sdn. Bhd., including their directors, officers, employees and affiliates, shall not be liable for any:

loss of profits;
loss of revenue;
loss of business opportunities;
loss of goodwill;
business interruption;
loss of data;
indirect, incidental, special, punitive or consequential damages.

Biztrade.my shall not be responsible for:

the quality of any product or service offered by a Merchant;
disputes between Merchants and Customers;
failed voucher redemptions caused by the Merchant;
customer dissatisfaction arising from the Merchant's products or services;
payment disputes between Merchants and Customers.

24. INDEMNITY

The Merchant agrees to defend, indemnify and hold harmless Inbosz Technologies Sdn. Bhd., Biztrade.my, its directors, officers, employees, agents and affiliates from and against any claims, actions, liabilities, damages, losses, costs and expenses (including reasonable legal fees) arising out of or relating to:

breach of this Agreement;
negligence or misconduct by the Merchant;
inaccurate or misleading information provided by the Merchant;
products or services supplied by the Merchant;
promotional campaigns or vouchers created by the Merchant;

infringement of intellectual property rights;
violation of any applicable law or regulation.

25. CONFIDENTIALITY

Both parties agree to keep confidential any non-public information obtained through the use of the Platform.

Confidential information shall not be disclosed to any third party except:

with prior written consent;
where required by law;
where disclosure is necessary to enforce this Agreement.

This obligation shall survive the termination of this Agreement.

26. PERSONAL DATA & PRIVACY

Biztrade.my shall collect, process, store and use the Merchant's personal and business information in accordance with:

the Personal Data Protection Act 2010 (PDPA) of Malaysia; and
the Biztrade.my Privacy Policy.

The Merchant warrants that any personal data submitted to the Platform has been obtained lawfully and with all necessary consents where required.

27. FORCE MAJEURE

Biztrade.my shall not be liable for any failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control, including but not limited to:

natural disasters;

floods;

fires;

pandemics;

epidemics;

cyberattacks;

internet failures;

power outages;

labour disputes;

acts of government;

war;

civil unrest; or

other force majeure events.

28. SUSPENSION & TERMINATION

Biztrade.my may suspend or terminate a Merchant account immediately if:

the Merchant breaches this Agreement;

false or misleading information is submitted;

subscription fees remain unpaid;

fraudulent activities are suspected;

the Merchant engages in unlawful conduct;

the Merchant damages the reputation or integrity of the Platform.

Upon termination:

the Merchant's access to the Platform may be disabled;

active promotions or vouchers may be removed;

outstanding obligations shall remain payable.

29. AMENDMENTS

Biztrade.my reserves the right to amend this Agreement from time to time.

Where amendments materially affect the Merchant's rights or obligations, reasonable notice will be provided through the Platform, email, or other appropriate communication channels.

Continued use of the Platform after the effective date of the amendments constitutes acceptance of the revised Agreement.

30. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed and the remaining provisions shall continue in full force and effect.

31. NO WAIVER

Failure by Biztrade.my to enforce any provision of this Agreement shall not constitute a waiver of its rights to enforce that provision or any other provision at a later time.

32. ASSIGNMENT

The Merchant may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Biztrade.my.

Biztrade.my may assign or transfer its rights and obligations to any affiliated company, successor or purchaser of its business.

33. SURVIVAL

The following provisions shall survive the termination of this Agreement:

Intellectual Property

Marketing Permission

Confidentiality

Limitation of Liability

Indemnity

Governing Law

Dispute Resolution

Payment Obligations

34. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

The parties shall first attempt to resolve any dispute through good faith negotiations.

If the dispute cannot be resolved amicably, it shall be submitted to the exclusive jurisdiction of the Courts of Malaysia.

35. Contact Information

If you have any questions regarding this Agreement, your Merchant account, subscription, or the Platform, please contact:

Inbosz Technologies Sdn. Bhd.

Platform: Biztrade.my

Email: support@inbosz.com

Website: <https://biztrade.my>

Business Address:

C2-1, Block C, Dataran Palma, Jalan Selaman 1, 68000 Ampang, Selangor.

Biztrade.my may send notices, announcements, invoices, subscription reminders, policy updates, and other communications to the Merchant via email, the Platform, SMS, WhatsApp, or other communication channels associated with the Merchant's account.

It is the Merchant's responsibility to ensure that their contact information remains accurate and up to date.

36. ENTIRE AGREEMENT

This Agreement, together with the Biztrade.my Privacy Policy and any other policies expressly incorporated by reference, constitutes the entire agreement between Biztrade.my and the Merchant regarding the use of the Platform.

It supersedes all prior discussions, communications and understandings relating to the subject matter of this Agreement.

MERCHANT DECLARATION

By registering as a Merchant, clicking "I Agree", or using the Platform, the Merchant confirms that:

the Merchant has read and agrees to this Merchant Agreement;

all information provided is true, accurate and complete;

the Merchant accepts responsibility for all products, services, promotions and vouchers published through the Platform; and

the Merchant agrees to the Biztrade.my Privacy Policy.

By proceeding with the registration, the Merchant agrees to be legally bound by this Agreement.