



**GETBATS' COMMITMENT AND REBATES SYSTEM ("SYSTEM")
MERCHANT TERMS AND CONDITIONS ("MTC")**

1. These MTCs dated your registered date is entered into between StarBox Rebates (defined below) and the Merchant (defined below) and sets out the legally binding terms and conditions between the parties with respect to the Merchant's membership of the System .
2. Upon execution of these MTCs by the Merchant and StarBox Rebates, the Merchant shall become an authorized member of the System and the Merchant agrees to be bound by the obligations imposed by these MTCs and are entitled to enjoy the rights accorded to it under the System in accordance with these MTCs.

| Clause | Term | Description |
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| i. | Merchant | |
| ii. | StarBox Rebates | Starbox Rebates Sdn Bhd (Company No. 1335554-V), a company incorporated in Malaysia with a business address at VO2-08-12, Velocity Office 2, Lingkaran SV, Sunway Velocity, 55100 Kuala Lumpur, that owns, operates and maintains the System via GetBats. |
| iii. | Membership Fees | Upon execution of these MTCs, the Merchant shall pay membership fees amounting to FREE to StarBox Rebates and thereafter, shall become an authorized member of the System. |
| iv. | Rate of Rebate | The Merchant agrees that each product and/or services sold shall carry a rebate of your agreed percentage. The net rebates to consumers shall be lower than the Rate of Rebate given herein. |
| v. | Settlement of Rebates | The Merchant agrees that the Rebates as agreed in Section iv above shall be paid to StarBox Rebates, at the following bank account, within seven (7) days from the date of invoice: Name : STARBOX REBATES SDN BHD Bank : UNITED OVERSEAS BANK (MALAYSIA) BERHAD Account No.: 257-302-616-2 |
| vi. | Duration of Membership | The Merchant shall be an authorized member of the System indefinitely, unless terminated by StarBox Rebates due to any breach of membership terms by the Merchant. StarBox Rebates reserves the right to terminate the |

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| | | Merchant's membership by notice in writing to the Merchant if, in its sole and absolute discretion, it deems such termination necessary for security reasons, for proper continued operation of the System, if the Merchant's business is not legitimate in the country in which it operates, if the Merchant violates any rules or regulations applicable to it or for any other reasons deemed appropriate by StarBox Rebates. |
| vii. | Changes to Terms of Membership | StarBox Rebates reserves the right to modify these MTCs and any other terms governing the membership of the System at any time without prior notice at StarBox Rebates' sole and exclusive discretion. In the event of such changes, StarBox Rebates will notify the Merchant of the same |
| viii. | Representations and Warranties | The Merchant hereby warrants and undertakes to StarBox Rebates that: (a) it has the capacity to enter into these MTCs and is fully authorized to become a member of the System; (b) these MTCs constitute a legal, valid and binding obligation of the Merchant; and (c) it is a valid and operating entity and no petition is presented or order is made or resolution passed for the winding up of the Merchant. |
| ix. | Provision of Information | StarBox Rebates reserves the right to inform all Merchants on important information in relation to the membership of the System such as service outages, material changes or modifications to the System, latest developments as well as changes to these MTCs. |
| x. | Governing Law | The laws of Malaysia. The parties shall exercise their best endeavors to settle disputes amicably, failing which, the dispute shall be settled by arbitration in accordance with the rules of the Asian International Arbitration Centre in Kuala Lumpur. The result of the arbitration shall be binding on the parties, and judgment on any arbitration award may be entered in any court having jurisdiction. |
| xi. | Confidentiality | The Merchant shall, and shall cause its employees and agents to maintain in strict confidence and secrecy of all confidential information it may receive, directly or otherwise, as a member of the System, unless disclosures are required to be made pursuant to applicable laws. |

3. The Merchant and StarBox Rebates hereby agree to be bound by and have rights conferred by the following terms and conditions, that shall be valid as long as the Merchant is a member of the System:
4. These MTCs shall be legally binding on the parties and shall continue to bind the Merchant as long as it is a member of the System. In the event the Merchant ceases to be a member of the System for any reason whatsoever, these MTCs shall cease to bind the Merchant from the effective date of such cessation, but it shall remain liable for any breaches to these MTCs and other terms and conditions in relation to membership of the System occurring before the cessation of membership.