

Seller Agreement

Article 1 – Purpose

The purpose of this is to clarify Seller Agreement the rights and obligations of Sellers WHO have registered Themselves as Seller Members in <u>www.imotorbike.com</u> (the "Web Site") operated by iMotorbike Worldwide Sdn. Bhd. and all services provided by iMotorbike. Prior to this Seller Agreement, Seller Members must also accept Terms & Conditions of the Web Site. By accepting this Agreement Seller, Seller agrees that this Seller Agreement, Terms & Conditions, and Privacy Policy determined by iMotorbike will apply whenever Seller Member uses the Web Site and other related services, or at any occasions Seller Member uses the tools made available by iMotorbike.

Article 2 – Accounts

While using this Web Site as a Seller Member, Seller Member will not:

- a. Post Inappropriate content or products in the categories or areas on the Web Site or services;
 - i. Violate any laws, third party rights, or Policies such as the Prohibited and Restricted products policies;
 - ii. Use the Web Site or services as a Seller Member if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from the Web Site;
- b. Manipulate the price of any productor interfere with other user's listings;
 - i. Circumvent or Manipulate the fee structure, the billing process, or fees owed to iMotorbike;
 - ii. Post False, Inaccurate, misleading, defamatory, or libellous content (including personal information);
- c. Take any action that may undermine the feedback or ratings systems;
- d. Transfer your account to another party without iMotorbike consent;
- e. Distribute or post spam, chain letters, or pyramid schemes;
- f. Distribute viruses or any other technologies that may harm the Web Site, or the interests or property of users of the Web Site;
- g. Copy, modify, or distribute the contents from the Web Site and iMotorbike copyrights and trademarks; or
- h. Harvest or otherwise collect information about users, Including but not limited to email addresses, without Reviews their consent; or
- i. Use existing user accounts or create new user accounts in order to circumvent or avoid buying or selling limits, restrictions, or other policy holds Consequences as regulated by iMotorbike.

Violations of this Agreement may result in a range of actions, Including but not limited to:

- 1. Listing cancellation
- 2. Loss of Settlement Amount
- 3. Limits placed on account privileges
- 4. Loss of "Grade Seller" status
- 5. Account suspension / termination

6. Criminal charges and / or claims for damages	6.	Criminal	charges	and	/	or	claims	for	damages	
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Article 3 - Service Fees

Joining the Web Site is free. However, iMotorbike Seller Member does charge a number of service fees for completed transactions Reviews such as Transaction Fee, various service fees for marketing and promotion features, and other service fees as determined by iMotorbike as stipulated in iMotorbike 's Fees Schedule. When a Seller Member uses a product or a service that has a fee, the Seller Members will have an opportunity to review and accept the fees that will be charged upon them for the transaction they are about to make, as stipulated in Fees Schedule. All service fees are subject Goods and Service Tax ("GST") and other taxes under all applicable laws and regulations, and iMotorbike may charge the Seller Members such GST and other taxes additionally. Seller Member agrees that service fees and taxes may be paid by deduction from the purchase value paid by buyers or by other methods agreed by the Seller in accordance with the Policies determined by iMotorbike

Article 4 - Seller Member Obligation

Seller Member shall properly manage and ensure that relevant information such as the price and the details of products, inventory amount and terms and conditions for sales is updated through the Seller Office and shall not post inaccurate information. The price of products for sale will be determined by Seller Member at his / her own discretion. Seller Members may wish to take into consideration all relevant factors, Including, but not limited to, Transaction Fees, shipping cost and other service fees. The settlement amount (before deducting there from any service fees) payable to a Seller Member for a sales call now will be determined by the seller at his / her own discretion based on the price of the products and Transaction Fee. The price of a product and shipping cost shall include the entire amount to be charged to buyers such as sales tax, GST, tariffs, etc., if any, and Sellers shall not charge buyers reviews such amount additionally and separately. Members agree that iMotorbike may, at its discretion, engage in promotional activities for and on behalf of the Seller Members to induce transactions between buyers and sellers Members by reducing, discounting or refunding the Transaction Fee and other service fees, or in other ways. In no event, such adjustment of Transaction Fee and other service fees will affect the originally determined settlement amount payable to Seller Members. The final price that buyers will actually pay shall be the price that such adjustment is applied to. For the purpose of promoting the sales of products listed by Seller Members, iMotorbike may post such products, at an adjusted price, on third-party websites, such as portal sites and price comparison sites, and other websites, whether it's domestic or foreign, operated by iMotorbike and / or its affiliates. Seller Members shall issue receipts or tax invoices to buyers on request, if such issuance is required under the laws of Malaysia.

Article 5 - Intellectual Property Rights

Seller Members shall ensure that all contents including without limitation listings, information, specifications, photographs, and products for sale as supplied or provided by Seller Members on the Web Site do not infringe or violate trade mark rights, patent rights, copyrights, trade names, domain names, portrait rights, design rights, utility models, trade secrets, know-how, confidential information, database rights, software rights, semiconductor and / or circuit layout rights and all various other intellectual property rights subsisting in any part of the world belonging to third parties.

Seller Members shall also ensure that the use of such intellectual property rights is with the prior, approval or consent of Intellectual Property Rights owner. Should there be any complaints or alleged claims of infringement or violation of intellectual property rights made by any Third Party against the Seller Members' use of Intellectual Property Rights on the Web Site, iMotorbike may at its sole



discretion without notice to the Seller Member take down the listing, information, specification and / or photograph complained of and suspend sales of the Seller Member's corresponding product until such time iMotorbike at its sole discretion deems that evidence provided is sufficient to prove that the complaints and / or alleged claims are invalid. In order to boost sales, information regarding products and services provided by Seller Members on the Web Site may be disclosed to iMotorbike affiliated third parties, Including websites owned by and / or affiliated to such third party, as well as blogs belonging to other members of the Web Site Where disclosure of information is by another member on their blog, such disclosure could only be done in accordance to the methodologies prescribed by iMotorbike in the Policies and is subject to the agreement of the member who wishes to disclose another member's information to the Policies set by iMotorbike Seller Members shall indemnify and hold harmless iMotorbike and its directors and employees from all actions, claims and demands which may be instituted or made against the Seller Members arising from the Seller Member's use of Intellectual Property Rights or violation of any applicable intellectual property laws. Seller Member has received claims from Third that their postings made on the Web Site infringe or violate the Intellectual Property Rights of any third party or the contents of such postings are open to any other form of attack whether related or unrelated to a legal action, Seller Members shall to the extent possible exempt and not involve iMotorbike, its directors and employees, and the Web Site from and in such claims.

Seller Members shall notify iMotorbike as soon as practicable of any complaints or alleged claims of infringement of Intellectual Property Rights by any third party. All losses and costs to iMotorbike, its directors and employees and / or the Web Site arising from the Seller Member's use of any Intellectual fully Property Rights must shall be -compensated by the Seller Member. Seller Members shall not, during or after the expiry or termination of this Agreement, use the name "iMotorbike" (a) in or as the whole or part of its own trademarks, domain names and / or trade names; (b) in a manner which may be confusing, misleading and / or deceptive; and (c) in a manner that disparages iMotorbike.

Article 6 – Product

Seller Members warrant that the product and service listed on the Web Site are genuine, authorised, legitimate, do not infringe the Intellectual Property Rights of any third party, and do not violate any applicable and prevailing laws and / or norms Seller Members shall immediately furnish evidence upon request that Member Seller Member is the owner and / or is allowed permitted and / or authorised to use intellectual property rights embedded in or used in conjunction with the Product or services listed on the Web Site. Seller Members further warrant that the postings of the products or services, and the products or services sold are in compliance with all applicable Malaysian laws, including the Consumer Protection Act 1999, Food Act 1983 and the Sale of Drugs Act 1952. Seller Members shall immediately furnish evidence, such as a copy of the relevant certificate or licence issued under Malaysian laws, upon request that he / she has complied with the relevant legal requirements.

If the Seller Member violates any of its warranty as-provided in this Article 6 and / or other Policies as determined by iMotorbike, iMotorbike has the right to terminate or cancel this Agreement immediately without notice to Seller Members, and to cease all kind of advertisement listing, information, specifications, photographs, and / or announcement with regards to Seller Members along with the Product (s) related to Seller Member's account and has the right to demand payment from the Seller Members of any cost and losses incurred by iMotorbike.

Article 7 – Delivery

On receipt of the payment from the buyer, iMotorbike will notify the Seller Members of the paid order. Seller Members should then confirm that they have received the corresponding order within 3 (three)



business days and take necessary actions for delivery. If the Seller Member fails to do so, iMotorbike shall be given the option to cancel the corresponding order. Seller Members should ship and enter delivery information including the name of the delivery company, the tracking number, and other particulars pertaining to the order through the Seller Office within 3 (three) business days after the date of the confirmation, excluding pre-order and direct delivery method. If the Seller Member fails to do so Members, iMotorbike may grant full authority to give the option to the Buyer to cancel the transaction before the Product has been shipped. iMotorbike shall not be responsible or liable for any losses or damages to the corresponding Seller Member such due to cancellation. For pre-order method, Seller Members must input the date when the Product will be ready. Once the Product is ready, the same policy with regular orders will apply. If Seller Member fails to do so, iMotorbike reserves the right to cancel the transaction and shall not be responsible or liable for any loss or damages to the Seller Member due to such cancellation. For direct delivery method, Seller Members shall take actions for the buyer to receive product within the time period specified by Seller Member on the product detail page. If Seller Member fails to do so, iMotorbike may cancel the transaction and shall not be responsible or liable for any losses or damages to the Seller Member such due to cancellation. Seller Member shall take all reasonable actions for the buyer to receive the Product within the time period specified on the product detail page. If Seller Member fails to deliver the Product within such period or the Product was not received by the buyer due to, reasons not attributable to the buyer, such as delivering to wrong address, the Seller Member shall bear all liabilities relating thereto. If any transaction is cancelled due to, reasons attributable to the Seller, eg unavailability of the Products, iMotorbike may take necessary actions against the Seller. iMotorbike may, at its option, provide overseas delivery service and other services relating to delivery in association with third- party service providers. The delivery method and provisions stipulated in this Article, will comply and be in accordance with the Policies as determined by iMotorbike. In the event of any express conflict or difference (s) between this Article and the Policies, the Seller Member hereby agrees with iMotorbike that the Policies shall PREVAIL.

Article 8 - Cancellation, Exchange, Return, and Refund

Buyers may cancel purchases at any time before the Product status is in "Preparing for delivery". Once the purchased Product is in "Preparing for delivery" status, cancellation will be subject to Seller Member's approval and iMotorbike Member's Policies. Once Product is in "delivery" status, such purchase will be subject to a return process in accordance with iMotorbike Policies. In the event that there is any disagreement between the Seller Members and iMotorbike regarding this matter, the Policies shall PREVAIL Buyers may request for the return, exchange or refund of the Product at any time within 7 (seven) business days from the date of receipt. With respect to a return-related matters, the relevant Regulations and Policies shall PREVAIL over the terms and conditions suggested by the Seller Member. After receiving returns-exchange requests from buyers, Seller Members must respond by expressing in writing either approval or denial within 5 (five) business days to the Buyer and/or iMotorbike Should the Seller Members fail to do so, iMotorbike may assume that the Seller Member has accepted to the Buyer's request and shall automatically proceed with the refunds / exchange. Once the request for returns-exchange has been followed up by the Seller Member and the Seller Member have received the Products returned by the Buyer, Seller Members may postpone returns exchange if there is a need to check for any delivery fee settlement from the Buyer or, whether free gift has been returned, , and should there be a justifiable reason, Seller Member may reject returns. Upon this request, iMotorbike Customer Service center shall confirm the situation with the Seller Members and proceeds towards carrying out suitable actions for refunds in accordance with applicable and specific Policies that are relevant except in the case where the Seller Member wishes to dispute Buyer's return of the Products and request for, refunds, or exchange, iMotorbike may postpone refunds if Seller Members request to postpone refunds by providing evidence on suitable reason. If the buyer sends the Product for returns to iMotorbike due to s good causing and if delivery



to the designated recipient is impossible including but not limited to loss of contact with Seller Member, the Buyer shall notify Seller iMotorbike Members to pick-up the Product up within 5 (five) business days. If Seller Members do not respond within 5 (five) business days, iMotorbike may permanently dispose the corresponding Product. Should there be any fault or any safety concerns with the Product, iMotorbike shall require the Seller Members to recall its entire stock and to repair, exchange, refund, and all costs shall be borne by the Seller Member.

Returns costs shall be borne out by the party attributable to the returns request, such as:

- 1. Buyer, where the returns is due to his / her change of mind and
- 2. Seller Member, where the returns is due to the defects in the Product, delivery delay by Seller, and / or delivery of the wrong or different product.

For exchange of the Product (s) due to defects in the Product or if the wrong / different Product was sent to the Buyer, the Buyer must return the Product to the Seller Members. The Seller Members will deliver the replacement Product to the Buyer after the Seller receives Member Reviews such defect or wrong product from the Buyer. Seller Member is obligated to use shipping company that provides tracking system and Seller Members must inform the tracking number to the Buyer. For exchange of the Product (s) due to the Buyer's change of his / her mind, the exchange must be pre-approved by the Seller Members and re-delivery charges will be completely borne by the Buyer. The Re-delivery payment charges must be paid by the Buyer to the Seller after the Seller Members agrees to exchange the Product (s) and Seller Member has received the Product (s) from the buyer.

Buyer is not allowed to return or exchange Products belonging to the following Product categories, UNLESS the Product is defective, malfunctioning or was wrongly delivered :

- a. Products Delivered from Overseas
- b. Customized Products

Article 9 – Settlement

Seller Member shall submit personal / business identification information such as a copy of Identity Card (My Kad) or necessary business licenses or company documents as requested by iMotorbike and bank account information together with documents, as required by iMotorbike, evidencing that the bank account is owned by and in the name of the Seller Members when completing the seller registration. Seller Members shall not claim against iMotorbike for damages, other than those stipulated in the Policies as determined by iMotorbike. The amount payable by iMotorbike to the Seller Members for any completed transactions through the Web Site is the Settlement Amount. The Settlement Amount will be calculated by deducting all service fees from the amount paid by the buyers. Seller Members must choose Settlement method upon registration, either via direct transfer to Seller Member's bank account or deposit in Seller Cash.

The Settlement Amount shall be paid in the following method:

Within 30 business days from the completion date of the Product delivery as stated in the Web Site; or

Notwithstanding the provision of this Article, Settlement as stipulated in this Article will comply with the Policies as determined by iMotorbike. iMotorbike may at its discretion curtail the term based on Seller Member's performance or based on certain circumstances. Seller Member may at any time request to withdraw from the Seller Balance of the Seller Members and the requested amount shall be remitted to the Seller Member's bank account within 30 business days.



Article 10 - Privacy Protection

iMotorbike views protection of buyers and sellers Member (the "User") privacy as a very important community principle. User information is stored and processed on computers protected by physical as well as technological security devices. iMotorbike do not sell or lease-out Seller Member's personal information to third parties for marketing or business Reviews their purposes without consent from the Seller Members. Usage of Seller Member information will be limited to purposes as described in the Terms & Conditions and other Policies as determined by iMotorbike. Seller Members can access and modify the information-provided to iMotorbike and choose not to receive on certain communications by signing-in to Seller Member's account in the Web Site. iMotorbike may use third parties to verify and certify iMotorbike privacy principles. For a complete description of how iMotorbike Reviews such use and protect information, please see iMotorbike Privacy Policy. If Seller Member objects to your information being transferred or used in this way, please do not use the Web Site and other services Offered by iMotorbike. For the avoidance of doubt, has reasonable grounds If iMotorbike to believe that any User is in breach of any of the terms of this Agreement and / or the Terms & Conditions and / or other Policies as determined by iMotorbike, iMotorbike reserves the right, in its sole and absolute discretion, to cooperate fully with governmental authorities, private Investigators, all the rightful owner (s) or interest holder (s) and / or Injured third parties in the investigation of any potential or ongoing criminal or civil wrongdoing. Further, iMotorbike may disclose the User's identity and contact information, or Reviews such other transaction-related data if requested by a government or law enforcement body, private investigators, rightful owner or interest holder and / or any Injured third party or as a result of a subpoena or other legal action, or if iMotorbike is of the view, in its sole and absolute discretion, that it would be in its best interest to do so. iMotorbike shall not be liable for damages or results Arising from Reviews such disclosure, and the user (s) agrees not to bring an action or claim against iMotorbike for Reviews such disclosure. By agreeing to this Seller Agreement, the Seller Members consent that the personal information collected will be processed in accordance with the Privacy Policy.

Article 11 – Content

Seller Members may post reviews, comments, photos and other content; submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise Injurious to third parties or objectionable and does not Consist of or Contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam." Seller Members may not use false e-mail addresses, impersonate any person or entity, or otherwise mislead as to the origin or other content. iMotorbike reserves the right, but not the obligation, to remove or edit Reviews such content, but does not regularly review posted content. If a Seller Member posts a content or submit a material, and UNLESS iMotorbike indicates otherwise, the Seller Member is deemed to have a granted iMotorbike a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. Seller Members are deemed to have granted iMotorbike and sublicenses the right to use the name that Members submit Seller in connection with such content, if they choose. Seller Members Represent and warrant that Seller Members own or otherwise control all of the rights to the corresponding contents posted by Themselves in the Web Site; that the content is accurate; that use of the content supplied does not violate the Policies and will not cause injury to any person or entity; and that the Member will indemnify Seller for all claims iMotorbike the resulting from content supplied. iMotorbike has the right



but not the obligation to monitor and edit any activity or content. iMotorbike takes no responsibility and assumes no liability for any content posted by Seller Member or any third party.

Article 12 - Other Businesses

Parties other than iMotorbike may, operate stores, provide services, sell products or list advertisement on the Web Site, and this site may link to sites of affiliated companies and on certain other companies. iMotorbike is not responsible for examining or evaluating, and also does not provide any representations or warranties the Products or businesses or individuals or the contents of their web sites. iMotorbike does not assume any responsibility or liability for the actions, Product and contents of any such affiliated companies and any other third parties. Seller Members should also carefully review the privacy policy and the statements and other conditions of use of such links.

Article 13 – Release

If a Seller Member has Disputes with one or more users, the Seller Members hereby releases iMotorbike, and our officers, directors, agents, subsidiaries, joint ventures and employees, from claims, demands and damages, actual and consequential, of every kind and nature , known and unknown, arising out of or in any way connected with such Disputes.

Article 14 - Access and Interference

The Web Site contains robot exclusion headers. Much of the information on the sites is updated on a real time basis and is proprietary or is licensed to iMotorbike by Web Site users or third parties. Seller Members agree that not to use any robot, spider, scraper or other automated means to access the Web site for any purpose without the prior written permission iMotorbike.

Additionally, Seller Members agree that they will not:

- 1. Take any action that imposes or may impose, in iMotorbike sole discretion, an unreasonable or disproportionately large load on the Web Site's infrastructure;
- 2. Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content, except for Seller Member's own Information, from the Website without the prior written permission of iMotorbike, as applicable;
- 3. Interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or
- 4. Bypass iMotorbike robot exclusion headers or other measures we may use to prevent or restrict access to the Web Site.

Article 15 – Indemnity

Seller Members hereby indemnify and hold iMotorbike, and our officers, directors, agents, subsidiaries, joint ventures and employees, harmless from any claim or demand or damages, including all attorneys' fees incurred or to be incurred, as a result of any claims, demands or proceedings, by any third party due to or arising out of Seller Member's breach of this Agreement, or Seller Member's violation of any law or the rights of a third party.

Article 16 - No Warranties



Seller Members will not hold iMotorbike responsible for other Users' content, actions or inactions, or Product listed by Users, including content they post. Seller Members acknowledge that iMotorbike and the Web Site is not a traditional online shopping service provider or Auctioneer. Instead, iMotorbike and the Web sites provide an electronic marketplace Buyer and Seller Members to carry out transactions between Buyers and Sellers Members. iMotorbike is only responsible for operating and managing the Web site and making reasonable efforts in order to maintain efficient services on the Web Site. iMotorbike and the Web Site are not involved in the actual transaction between buyers and Seller Members. iMotorbike and the Web Site have no control over and do not guarantee the quality, safety or legality of products advertised, the truth or accuracy of users' content or listings, the ability of sellers to sell products Members, the ability of buyers to pay for Product, or that a buyer or Seller Members will actually complete a transaction. iMotorbike and the Web Site do not transfer legal ownership of products from Seller Members to the buyer. Unless buyers and sellers Members agree otherwise, the buyer will become the Product's lawful owner upon physical receipt of the Products from the Seller Member. iMotorbike cannot guarantee continuous or secured access to our services, and operation of the Site may be interfered with by numerous factors outside of iMotorbike control. Accordingly, to the extent that is legally permitted, excludes all implied warranties iMotorbike, terms and conditions. iMotorbike is not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages Arising out of Seller Members use of the Web Site and services. All materials, information, software, products, services and other content contained in this web site, or from a linked site obtained provided is to the user "as is" without warranty or conditions of any kind, express or whether implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. iMotorbike has made reasonable efforts to post current and accurate information on this website; however, IMotorbike assumes no responsibility for any errors, inaccuracies or omissions whatsoever in the information provided in this website. Under no circumstances will IMotorbike be liable for any loss or damage by the user's caused by reliance on information obtained through this website. It is the user's responsibility to evaluate the accuracy, completeness or usefulness of any information provided and use of this website is solely at the user's own risk. Some jurisdictions do not allow the exclusion of certain warranties, so the above may exclusions limitations or not apply to some users.

Article 17 - Limitation of Liability

Specifically seller member agrees that IMotorbike shall not be responsible for unauthorized access to or alteration of their transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through this website. Specifically seller members agree that IMotorbike is not liable or responsible for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. Specifically members also agree that IMotorbike is not responsible for any content sent using the communication services and / or included in this site by any third party.in no event shall IMotorbike be liable for any special, incidental, indirect, or consequential or punitive damages of any kind, or any damages whatsoever, whether in contract, tort, strict liability or otherwise, including without limitation, those resulting from: (1) reliance on the materials presented, (2) costs of replacement products, (3) loss of use, data or profits, (4) delays or business interruptions, (5) and any theory of liability, out of or in arising connection with the use of, inability or to use this website, whether or not IMotorbike has been advised of the possibility of such damages.

Article 18 – Termination

This Agreement will be terminated forthwith by either Party by written notice in any of following events:

a. If Seller Member's membership status in the Web Site is terminated and / or revoked; or



b. If the other shall be in breach of any of the terms and conditions of this Agreement and / or the Terms & Conditions and / or Policies and fails to remedy the same within 60 (sixty) calendar days of being required by the other Party in writing; or

c. If either Party is Unable to pay its debts or a petition for winding up is presented or it goes into liquidation or judicial management or compounds with its creditors or a receiver Generally is appointed over all or any part of its assets or suffers any execution over Reviews such assets. However, the Parties agree that either Party shall be Entitled to undergo reorganization and / or amalgamation etc. and the other Party shall not be entitle to terminate this Agreement on account of reorganization and / or amalgamation etc. and the other Party shall not be entitle to terminate this Agreement on account of reorganization and / or amalgamation etc.

d. If either Party can not comply with, or obtain or maintain any Necessary authorizations, licenses or registrations required for the performance of its duties as stipulated hereunder; or e. If either Party negligently or wilfully does anything that is materially harmful to the goodwill or reputation of the terminating Party.

Article 19 – Miscellaneous

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed severable and the remaining provisions shall be enforced. Headings are for reference purposes only and do not limit the scope or extent of the relevant section. iMotorbike failure to act with respect to a breach by Seller Members or others does not waive iMotorbike right to act with respect to the same, subsequent or similar breaches. iMotorbike does not guarantee that iMotorbike will take action against all breaches of this Agreement. The execution, validity, interpretation and implementation of this Agreement shall be governed and construed in accordance with the laws of the Malaysia. If there is a difference in opinion arising as a result of the implementation of this Agreement, the Parties agree to resolve by deliberation to reach a consensus. In the event that the settlement through deliberation to reach a consensus is not reached within sixty (60) calendar days or any other periods as agreed between the Parties. iMotorbike may amend this Agreement at any time by posting the Amended terms on the Web Site. Except as stated elsewhere, all Amended terms shall automatically be effective 14 (fourteen) calendar days after they are initially posted. This Agreement sets forth the entire understanding and agreement between iMotorbike and Seller with respect to the subject matter hereof.