



TERMS AND CONDITIONS #BSNSOKONGLOKAL#

1. **#BSNSOKONGLOKAL#** is a platform organized by **Bank Simpanan Nasional (“BSN”)** to connect consumers with vendors and to assist the vendors promote their businesses. Terms and conditions for **#BSNSOKONGLOKAL#** are as follows (**“Terms and Conditions”**):-

 2. **Eligibility**
 - 2.1 The participation is open to SMEs’ who are the existing customers of BSN Micro/i (**“Vendor”**).
 - 2.2 The Vendor BSN Micro/i financing account with BSN must be performing and current.
 - 2.3 BSN reserves the right to select, amend, vary or extend the selection of Vendor at any time, by giving a prior notice within the period BSN deems reasonable before the changes take effect.

 3. **Definitions**
 - 3.1 “Vendor” means independent third-party SME who sell the products or services either online stores or physical stores who are the existing customers of BSN’s Micro/i.
 - 3.2 “Products” means goods, products and services offered by the Vendor.
 - 3.3 “Users” mean the Vendors who are eligible to participate and use **#BSNSOKONGLOKAL#**

 4. **# BSNSOKONGLOKAL# Mechanics**
 - 4.1 **#BSNSOKONGLOKAL#** will start on 1st March 2021 and will continue until the official end date being notified by BSN. Any communications will be via www.bsn.com.my (**“BSN website”**) or through other reasonable means of communication.
 - 4.2 List of selective participating Vendor and the Products will be published on BSN website.
 - 4.3 The order of the Products offered by the Vendor can be made by the consumer by contacting or liaising with the Vendor directly.
 - 4.4 BSN is not responsible to deliver, to negotiate for purchase of the Products provided by the Vendor.
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- 4.5 BSN does not own, sell, onsell or resell any Products on behalf of the Vendor and does not control the Vendor. Any Products order placed shall be subjected to the Products availability and delivery location serviceability of the Vendor.
- 4.6 For any enquiries, feedback or complaints (i.e. wrong food order, missing order) about the Vendor and the Products, the consumer may contact the Vendor directly. BSN shall not be liable for the Products and services provided by the Vendor.
- 4.7 BSN shall not be liable for any dispute regarding Products sold and any payment made. Such disputes shall be settled between the consumer and the Vendor directly.

5. General Terms & Conditions

- 5.1 BSN's role in **#BSNSOKONGLOKAL#** is only to connect Vendor to the consumer. BSN is neither an agent of the Vendor nor the Vendor being an agents of BSN.
 - 5.2 BSN is also not a party to any agreement or transaction between the Vendor and the consumer.
 - 5.3 BSN gives no warranties or representations, express or implied on merchantability, quality or suitability or fitness for the purpose of the Products and shall not liable for any loss or damage suffered by the consumer due to the Products.
 - 5.4 Any dispute or queries on the Vendor and/or Products/services shall made directly to the Vendor.
 - 5.5 BSN at any time reserves the right to amend, shorten, cancel, suspend or terminate the Vendor listed in **#BSNSOKONGLOKAL#** platform and to amend, vary, delete or cancel this Terms and Conditions. Any communications will be via BSN's website or through any other mode of communication as determined by BSN.
 - 5.6 The above actions of termination, suspension, cancellation or shortening of **#BSNSOKONGLOKAL#** tenure shall not entitle Vendor / Users / consumers or any persons to make any claim against BSN for any losses or damages suffered or incurred.
 - 5.7 BSN shall not be liable for any default of its obligations under **#BSNSOKONGLOKAL#** due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the reasonable control of BSN.
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- 5.8 By participating in **#BSNSOKONGLOKAL#**, Vendor / Users / consumers deemed to have agreed and consent:-
- a) To be bound by the Terms and Conditions herein and any other terms and conditions stipulated by BSN from time to time including any amendment thereto;
 - b) To access to BSN's website on regular basis to ensure that they are updated with any change or variation made to the Terms and Conditions;
 - c) For their personal data being collected, processed and used by BSN and/or third party service providers engaged by BSN, if any, in accordance with BSN Privacy Notice, which may be viewed on BSN's website;
 - d) The right of BSN to publish or display their name, picture or any other information for current and future advertising and promotional purposes in any manner that BSN and/or its authorized service providers deems appropriate; and
 - e) Any expenses incurred to participate in this **#BSNSOKONGLOKAL#** is their sole responsibility.
- 5.9 In no events will BSN be responsible and/or liable for any loss or damages (including without limitation to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, negligence or otherwise, suffered by the Vendor / Users / consumer as a result of their usage of **#BSNSOKONGLOKAL#** platform.
- 5.10 In the event of any inconsistency between the Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with **#BSNSOKONGLOKAL#**, then the Terms and Conditions shall prevail. Any matter with regards to **#BSNSOKONGLOKAL#** which is not covered in the Terms and Conditions will be determined solely by BSN at its discretion
- 5.11 The terms and conditions stated shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- 5.12 For information, enquiries, feedback and/or complaints regarding **#BSNSOKONGLOKAL#** platform, please contact BSN Care 1-300-88-1900
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