

INTELLECTUAL PROPERTY RIGHT

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1 INFRINGEMENT POLICY

CARTEC MALAYSIA SDN BHD and its affiliates (collectively, the “**CARTEC-MALAYSIA Group**”, “**CARTEC-MALAYSIA**”, “we”, “us”, or “our”) respect all duly registered intellectual property rights. We take a serious stance when dealing with intellectual property infringement claims on the e-commerce platforms that we operate, including www.cartecmalaysia.com, our mobile applications, and any other internet domain properties owned, controlled or operated by the **CARTEC-MALAYSIA Group** (collectively the “Platform”).

The infringement of intellectual property rights by users of the Platform (“Users”) is strictly prohibited. Users who upload content, list products or services, or use the Platform in any manner which infringes intellectual property rights shall be subject to the measures detailed in our Platform policies, including but not limited to the issuance of non-compliance points, the suspension of User accounts, permanent termination from the Platform and/or any action deemed necessary by us, including but not limited to the initiation of civil or criminal proceedings by **CARTEC-MALAYSIA** independently or in conjunction with rights holders.

2 INTELLECTUAL PROPERTY RIGHTS INFRINGEMENTS

The types of intellectual property right infringement which are prohibited on our Platform include, but are not limited to:

- 2.1 Users listing counterfeit products or services on the Platform, including:
 - 2.1.1 Where Users apply a sign or signs identical to a registered trademark, to a product or service to establish the origin of such product or service, and the application of such sign has been conducted without the express or implied consent of the proprietor of the registered trademark, in relation to the goods or services for which that trademark is registered, or to such goods or services that are closely related to the goods or services registered;
 - 2.1.2 Where Users apply a sign or signs similar to a registered trademark, to a product or service to establish the origin of such product or service, without the express or implied consent of the proprietor of the registered trademark, in relation to the product or services for which that trademark is registered or to such goods or services that are closely related to the goods or services registered, and there exists a likelihood of confusion on the part of the public with regards to the origin of the product or services;
 - 2.1.3 (3) Where Users reproduce, publish or distribute, artistic, literary, musical or dramatic works which are subject to copyright, and offer such works for sale on the Platform without the express or implied consent of the owner of the copyright; or
 - 2.1.4 Deceptive or misleading conduct by Users in connection with the listing of product or services on the Platform, or any conduct intended to circumvent **CARTEC-MALAYSIA** Group's anti-counterfeiting measures.

2.2 Infringing content. This includes:

2.2.1 Where Users reproduce artistic, literary, musical or dramatic works which are subject to copyright and use such works for the description of products or services on the Platform, without the express or implied consent of the owner of the copyright;

2.2.2 Where Users use a sign or signs in connection with the description of products or services on the Platform, and such signs are identical or very similar to a registered trademark, and the application of such sign has been conducted without the express or implied consent of the proprietor of the registered trademark, in relation to the goods or services for which that trademark is registered and there exists a likelihood of confusion on the part of the public with regards to the origin, endorsement or association of the product or services and the registered trademark; or

2.2.3 Publishing product descriptions or other information which are misleading, or misrepresentative of the product listed for sale.

2.3 Other types of intellectual property infringement. This includes:

2.3.1 The infringement of any other type of intellectual property right recognized under the law of the country where the notice of infringement is filed, including, but not limited to, the infringement of patents or registered designs, or any type of intellectual property right recognized under law or by the final court order of an apex court.

3 TYPES OF NOTICES NOT ACCEPTED BY CARTEC-MALAYSIA

- 3.1 Distribution Agreements We respect the rights of brand owners, manufacturers, trading companies and / or distributors to enter into agreements in relation to how their products should be distributed (such as exclusive distribution agreements). However, violations of such agreements do not constitute intellectual property rights infringement. As the enforcement of agreements relating to the distribution of products is a matter between the parties to such agreements, Cartec-Malaysia does not assist with this type of enforcement activity.
- 3.2 Compatibility
- 3.3 **CARTEC-MALAYSIA** does not enforce notices of infringement seeking to remove or alter true statements indicating compatibility with trademarked products. If a product detail page clearly and truthfully states the product being sold on that page is compatible with a trademarked product, **CARTEC-MALAYSIA** will not process notices directed against the use of the trademarked sign.
- 3.4 Jurisdiction
- 3.4.1 If you are filing a notice to **CARTEC-MALAYSIA** for the infringement of a registered trademark, patent or design, your registered trademark, patent or design must be registered in the country where you are filing the notice of infringement. **CARTEC-MALAYSIA** does not take action in respect of intellectual property notices concerning registered trademarks, designs, or patents from countries other than the country for which the takedown is requested. For example, if you are the proprietor of a trademark registered only in Thailand and you file a notice through the IPP Platform to remove a listing on the Platform in Singapore, your notice will be unsuccessful.

3.5 Parallel Imports

3.5.1 Save for where expressly prohibited pursuant to the laws of the country where the intellectual property notice is filed, **CARTEC-MALAYSIA** will not process notices of infringement directed against parallel import or grey market products in the countries where the Platform is located.

4 FILING NOTICES OF INTELLECTUAL PROPERTY INFRINGEMENTS

PLEASE NOTE: **CARTEC-MALAYSIA** STRONGLY RECOMMENDS USING THE IPP PLATFORM TO SUBMIT NOTICES OF INTELLECTUAL PROPERTY INFRINGEMENT.

4.1 If you suspect that your intellectual property rights are being infringed by Users, you may submit notices of infringement to us by:

4.1.1 registering an account on the IPP Platform through <https://ipme.cartecmalaysia.com/register.htm>. The IPP Platform allows us to process your takedown notices promptly and effectively, and for you to monitor, track and manage your infringement notices via your IPP Platform account; or

4.1.2 filing notices of infringement via email to biz-platform.manager@cartecmalaysia.com.

TO SUBMIT A NOTICE OF INTELLECTUAL PROPERTY INFRINGEMENT, YOU MUST EITHER OWN, OR HOLD THE EXCLUSIVE LICENSE TO, TO THE INTELLECTUAL PROPERTY WHICH IS THE SUBJECT OF THE INFRINGEMENT NOTICE OR BE AN AGENT WITH WRITTEN AND SIGNED AUTHORIZATION FROM THE RIGHTS OWNER OR EXCLUSIVE LICENSEE TO SUBMIT NOTICES ON ITS BEHALF.

4.2 Filing notices of infringements via the IPP Platform

4.2.1 If you wish to file a notice of infringement of your intellectual property rights via the IPP Platform, simply create an account via <https://ipme.cartecmalaysia.com/register.htm>.

4.2.2 Once you have created an account, you may file notices of infringements on the IPP Platform. Please refer to the IPP User Guide for step by step instructions on how to file notices of intellectual property infringements via the IPP Platform.

4.2.3 After you file a notice of infringement through the IPP Platform, you will be able to monitor the result of your notice via your IPP Platform account. You will also be able to obtain access to counter-notices from Users (if any), submit replies to counter-notices and withdraw complaints through your IPP Platform account.

4.2.4 If we accept your notice of infringement, we will remove the content, or product or service listing, from our Platform and take appropriate measures against Users in accordance with our policies. Measures taken against Users are generally confidential in nature and may not be disclosed to rights holders or third parties.

4.2.5 If your complaint is invalid or unsuccessful, we will not remove the listing(s) which are the subject of your notice and may not take any action against the User. You will receive a message in the IPP Platform informing you of the rejection, and the reason for the rejection, of your notice.

4.3 II. Filing notices of infringements via biz-platform.manager@cartecmalaysia.com

If you wish to file a notice of infringement by sending an email to biz-platform.manager@cartecmalaysia.com, you must submit the following information to biz-platform.manager@cartecmalaysia.com via email:

4.3.1 a letter of authorization (or equivalent thereof) showing your ability to represent the rights holder in intellectual property enforcement matters;

4.3.2 demonstrable evidence of the ownership of, or exclusive license to, intellectual property rights in the jurisdiction of the complaint (e.g. trademark certificate or copyright recorded in the relevant country);

- 4.3.3 clear, specific evidence with reasons explaining why that there is a likely infringement of the IP rights, including but not limited to pictorial evidence, a side-by-side comparison or evidentiary proof of counterfeiting (test buy reports);
- 4.3.4 the following table with all fields fully populated with the required details is populated; and undefined
- 4.3.5 your contact details, including name and return email address.

IMPORTANT NOTE: THIS INFORMATION IS REQUIRED TO PROCESS YOUR NOTICE OF INFRINGEMENT. WE WILL BE UNABLE TO PROCESS YOUR NOTICE OF INFRINGEMENT UNTIL WE RECEIVE ALL THE INFORMATION REQUESTED IN THIS SECTION.

We will process your notice of infringement once we have received all the information requested. Processing notices of infringement will take between 7 to 10 working days. If you file your notice of infringement through biz-platform.manager@cartecmalaysia.com, you acknowledge and agree that **CARTEC-MALAYSIA** is not responsible for notifying you of the removal of any listings for products, services or content from the Platform, which are the subject of your notice.

If your notice of infringement does not contain all of information requested in this section, we will not remove the listing(s) which are the subject of your notice. In this event, you will receive a message from biz-platform.manager@cartecmalaysia.com informing you of the information that we require to process your notice. **CARTEC-MALAYSIA** shall, in its sole and absolute discretion, determine whether the information that you have provided in your notice is sufficient, whether further information is required and the types and quantity of further information that is required. We will only resume processing your notice once we have received all of the information that we have requested.

4.4 Appeals

- 4.4.1 Users may file appeals where the content, or product or service listing(s), which Users have uploaded have been removed from the Platform as a result of notices filed by rights holders through the IPP Platform or biz-platform.manager@cartecmalaysia.com. Users should refer to the relevant section in Seller Center for more information regarding the appeal process. Where appeals by Users are successful, **CARTEC-MALAYSIA** will reinstate the content, or product or service listing(s), which has been removed.

5 MISCELLANEOUS

- 5.1 YOU ACKNOWLEDGE AND AGREE THAT CARTEC-MALAYSIA HAS THE RIGHT TO FULLY AND FINALLY INTERPRET AND / OR IMPLEMENT, OR WITHHOLD FROM IMPLEMENTING, ANY OF THE TERMS OF THIS POLICY, INCLUDING THE REMOVAL OF ANY CONTENT, OR PRODUCT OR SERVICE LISTINGS FROM THE PLATFORM, THE RIGHT TO TAKE ACTION AGAINST ANY USER (WHETHER ON THE PLATFORM OR OTHERWISE), TO REJECT ANY NOTICE OF INTELLECTUAL PROPERTY INFRINGEMENT FOR THE LACK OF SUFFICIENT INFORMATION AT **CARTEC-MALAYSIA'S** SOLE AND ABSOLUTE DISCRETION.
- 5.2 **CARTEC-MALAYSIA** reserves the right to amend this policy in accordance with changes to laws and regulations, changes in business environment or at its sole and absolute discretion. We will announce all changes to this policy by posting updates. The amended version of this policy will come into force on the date specified in the announcement. Your continued use of the Platform including accessing or visiting the Platform in any way, following the changes taking effect constitutes your acceptance of such changes and if you do not agree to any changes to this policy, you must discontinue the use of the Platform (except to the extent required herein) and any agreement you have with us will be terminated. For the avoidance of doubt, newer versions of the policy supersede older versions.