
Terms of Service

Date of Last Revision: June 6, 2020

The Aisle Market Enterprise ("The Aisle Market," "we," "us," "our") provides its services (described below) to you through its website located at <https://www.theaislemarket.com> (the "Site") and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the "Service(s)"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service"). If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <https://www.theaislemarket.com/privacy/>. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

Services Description: The Service is a technology platform that provides an online marketplace in which florists can list, offer, sell and deliver flowers and related gifts ("Floral Gifts") to the general public, and customers browse and purchase Floral Gifts. Users who purchase Floral Gifts through the Service are "Customer(s)," and users who list, prepare and sell Floral Gifts through the Service are "Florist(s)." A user may be both a Customer and Florist. All purchases are made directly (and any contract for purchase and sale is) between the Customer and Florist.

The Aisle Market offers a marketplace, it is not itself a Florist. The Service includes pricing assistance and delivery, but we are not a party to any purchase or sales transaction. We may also help facilitate the resolution of disputes between our Customers and Florist, but The Aisle Market has no control over and does not guarantee (a) the existence, quality, safety, authenticity, or legality of Floral Gifts offered or sold on the Service; (b) the truth or accuracy of a Florist's content or listings on the Service; (c) the ability of a Florist to sell Floral Gifts through the Service and deliver it within required delivery windows; (d) the ability of Customers to pay for Floral Gifts purchased through the Service; or (e) that a Customer or Florist will actually complete a transaction, effectuate trouble-free delivery and shipping, or return Floral Gifts through the Service.

Each Florist is solely responsible for complying with all applicable laws, rules and regulations and standards, including but not limited to those pertaining to the preparation, sale, marketing, and packaging of all Floral Gifts ordered through The Aisle Market, and updating details and prices relating to the Floral Gifts offered. Each Florist is solely liable for the quality, safety, and freshness of its products, and The Aisle Market does not verify the credentials, representations, products, services or prices offered by any Florists, and does not guarantee the quality of the product or services, or that Florists or Floral Gifts comply with applicable laws. The Aisle Market will not be liable or responsible for any Floral Gifts provided by Florists that are a cause of injury or that do not meet your expectations in any manner.

Your Registration Obligations: You may be required to register with The Aisle Market in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. The Service is available only to individuals who form legally binding contracts under applicable law. If you do not qualify, please do not use the Service. Additionally, The Aisle Market reserves the right to refuse access to, or use of the Service to, anyone, and may terminate any account, at any time, in its sole discretion. You are only authorized to create and use one account for the Service and are prohibited from using alter egos or other disguised identities when using the Service.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify The Aisle Market of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. The Aisle Market will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: The Aisle Market reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that The Aisle Market shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that The Aisle Market may establish general practices and limits concerning use of the Service. You agree that The Aisle Market has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. You acknowledge that The Aisle Market reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that The Aisle Market reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services: The Service may include certain services that are available via a mobile device, including (i) the ability to upload content (including Floral Gifts options or Florist or Customer information) to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding The Aisle Market and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your The Aisle Market account information to ensure that your messages are not sent to the person that acquires your old number. You acknowledge and agree that your use of the Service must be in accordance with the usage rules established by your mobile device platform or service provider.

By registering for and using The Aisle Market and providing your contact information, you are consenting to be contacted by The Aisle Market or any of its business partners by telephone, text message (which may be automated), email, fax, telephone or any means.

Conditions of Use

User Conduct: You are solely responsible for all descriptions, pictures, listings, information, data, text, music, sound, graphics, video, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. The following are examples of the kind of content and/or use of the Service that is illegal or prohibited by The Aisle Market. The Aisle Market reserves the right to investigate and take appropriate legal action against anyone who, in The Aisle Market's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

a) sell, post or otherwise transmit any content or information relating to a Floral Gifts offering or any other content that (i) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful

racially, ethnically or otherwise objectionable; (ii) you do not have a right to sell or transmit under any law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (iv) infringes any intellectual property or other proprietary rights of any party; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "contests," "sweepstakes," or any other form of solicitation; (vi) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (vii) in the sole judgment of The Aisle Market, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose The Aisle Market or its users to any harm or liability of any type;

b) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

c) solicit personal information from anyone under the age of 18;

d) harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

e) advertise or offer to sell or buy any goods or services other than Floral Gifts intended to be prepared, sold and purchased through the Service;

f) use the Service to request, make or accept a Floral Gifts independent of the Service, to circumvent any fees that would otherwise apply to such transaction;

g) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

h) violate any applicable local, state, national or international law, or any regulations having the force of law;

i) engage in any activities that violate any anti-spam, data protection, or privacy legislation in any jurisdiction;

j) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

k) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Florist's Facilities: In addition to the foregoing conduct restrictions, to the extent you are a Florist, you represent and warrant that your use of the Services to market, advertise and sell Floral Gifts does not violate any applicable law or regulation.

Ingredients and Allergens: For any particular Floral Gifts and related content posted using the Service, a Florist should provide a comprehensive list of ingredients contained in or otherwise used to prepare the Floral Gifts, including any known allergens. The Aisle Market is not responsible for the accuracy of the information and labeling of Floral Gifts delivered to Customer. Customers should be advised that Floral Gifts may be prepared in facilities using the same equipment that is used to prepare Floral Gifts containing other allergens even if the allergen is marked as being absent from the Floral Gifts. The Aisle Market shall not be liable for any illness, health problem, or other damages that may result from any order or consumption of any Floral Gifts and related items purchased through the Service.

Florist Insurance: The Aisle Market does not maintain insurance for liabilities that may arise from your use of the Service as either a Customer or Florist. If you are a Florist, The Aisle Market recommends that you obtain appropriate insurance to cover the operation of your Floral Gifts facility and the preparation and delivery of Floral Gifts. Please review any respective insurance

policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Customers or any third party service.

Customer Review Guidelines: To the extent you are a Customer, The Aisle Market may allow you to upload content and leave reviews regarding your purchase of Floral Gifts. The Aisle Market may accept, reject or remove reviews and any associated content in its sole discretion. The Aisle Market has absolutely no obligation to screen or to delete reviews or associated content, even if anyone considers reviews objectionable or inaccurate. Those Customers posting reviews should comply with the following criteria: (1) reviewers should have firsthand experience with the person/entity being reviewed; (2) reviews should not contain: offensive language, profanity, or abusive, racist, or hate language; discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation or disability; or references to illegal activity; (3) reviewers should not be affiliated with competitors if posting negative reviews; (4) reviewers should not make any conclusions as to the legality of conduct; and (5) reviewers may not post any false statements or organize a campaign encouraging others to post reviews, whether positive or negative. Reviews are not endorsed by The Aisle Market, and do not represent the views of The Aisle Market or of any affiliate or partner of The Aisle Market. The Aisle Market does not assume liability for any review or for any claims, liabilities or losses resulting from any review. Any review you post will be considered User Content (as defined below).

Marketplace Risk: The Aisle Market is not affiliated with or endorsed by any Florist, restaurant or other Floral Gifts preparation service made available through the Service. Beyond its capacity as a marketplace and technology platform, The Aisle Market is not involved in any transaction between Customers and Florists, and does not act as a Customer, Florist (or affiliate for a Customer or Florist) or broker with respect to any transactions. There are risks that you assume when dealing with other users (including those who may be acting under false pretenses) and all of these risks are borne by you, and not The Aisle Market. We encourage you to use the various functionalities of the Service (e.g., Florist profiles, Floral Gifts options, and user reviews) to help evaluate the user with whom you are dealing.

Florists as Independent Contractors: Users of the Service acting in the capacity of a Florist do so in their personal capacity as an independent contractor and not as an employee of The Aisle Market. As a Florist, you agree that: (i) you will accept any directions issued by The Aisle Market pertaining to the goals to be attained and the results to be achieved by Florists generally, but you shall be solely responsible for the manner and hours in which your services are performed; (ii) you are responsible for and will comply with all applicable laws and registration requirements, including those applicable to independent contractors and maximum working hours regulations; (iii) these Terms of Service do not create an association, joint venture, partnership, franchise, or employer/employee relationship between you and The Aisle Market, or you and a Customer; (iv) you will not represent yourself as an employee or agent of The Aisle Market or any Customer; (v) you will not be entitled to any of the benefits that a The Aisle Market may make available to its employees, such as vacation pay, sick leave, and insurance programs, including group health insurance or retirement benefits; and (vi) you are not eligible to recover contributor's compensation benefits in the event of injury. As a Florist, you will not engage a Customer in any way that may jeopardize your status as an independent contractor.

The Aisle Market does not control the behavior of users of the Service or the information or User Content (defined below) provided by other users. As a result, The Aisle Market does not guarantee or endorse the legality, authenticity, quality, or safety of any Floral Gifts offered or sold, the truth or accuracy of any listings, or the ability of Florists to sell Floral Gifts or of Customers to buy Floral Gifts. We cannot assure that all transactions will be completed. Additionally, The Aisle Market does not guarantee the ability or intent of users to fulfill their obligations in any transactions. The Aisle

Market reserves the right to delay the completion of any transaction for a reasonable period of time for purposes of fraud detection and otherwise protecting The Aisle Market and its users from illegal or wrongful activities or other violations of these Terms of Services.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Purchase and Sale Transactions

Fees: Registering for the Service is free; however, The Aisle Market may opt to charge certain fees for various transactions effected through the Service, as set forth in the fee policy located at <https://theaislemarket.com/fee-policy> (the "Fee Policy"). Unless otherwise stated, all fees are quoted in Malaysian Ringgit ("RM").

Taxes; Shipping Costs; Customer Responsibility: Floral Gifts purchased by and delivered to Customers in locations in Malaysia may be subject to applicable state or local sales and service tax, or any other relevant transaction-based taxes required in the Floral Gifts services industry of a particular location ("Taxes"). Florist shall be aware and responsible for Taxes and Shipping Costs of their Floral Gifts.

Customers are responsible for paying to a Florist the applicable purchase price for a purchased Floral Gifts, as well as any delivery costs and paying applicable Taxes associated with the purchase and sale of any Floral Gifts through the Service. Delivery costs and Taxes attributable to the sale of any Floral Gifts are not included in the listed price for any Floral Gifts listed by Florists through the Service but will be displayed to Customers before confirmation of any purchase.

Florists are responsible for paying The Aisle Market's commission set forth in the Fee Policy as well as their own taxes imposed or measured by such Florist's net income, net profits, income, profits, and/or revenues associated with the sale of any Floral Gifts through the Service.

Packaging: Florists may choose to purchase packaging materials and/or labels from us for the delivery of Floral Gifts prepared for Customers. If purchased, we may charge your credit card or other acceptable payment method you provide.

Payments; Subscriptions: Customers may pay for Items using credit cards or other payment methods as may be determined by The Aisle Market from time to time. Florists will be prompted to provide bank account details to us so that we may facilitate transfer of payments received from Customers purchasing Floral Gifts. If you submit your payment information through the Service, then you authorize The Aisle Market to store that payment information and charge your payment method for any Item you purchase. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

If you purchase Floral Gifts on a recurring or subscription basis, you hereby authorize The Aisle Market to bill your payment instrument in advance on a periodic basis in accordance with the terms of any particular subscription order until you terminate or pause such order or terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let The Aisle Market know within fourteen (14) days after the date that The Aisle Market charges you.

Fee Modifications: We reserve the right to change or discontinue, temporarily or permanently, some or all of the fees for the Service. Any change will be effective upon posting of a revised Fee Policy. Your continued use of the Service after the fee change becomes effective constitutes your agreement to pay the changed amount.

Promotions; Credits: The Aisle Market may from time to time offer Customers certain promotions or credits towards the purchase of Floral Gifts, and Customers may use such promotions or credits in accordance with their terms. Depending on the type of promotion or credit used, it may reduce the amount of taxes that apply to a Customer's order. The application of the promotion or credit will be reflected at the time of checkout and on the receipt of purchase.

Third Party Distribution Channels

The Aisle Market may, in the future, offer Software applications that may be made available through the Apple App Store, Android Marketplace or other distribution channels ("Distribution Channels"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- The Aisle Market and you acknowledge that these Terms of Service are concluded between The Aisle Market and you only, and not with Apple Inc. ("Apple"), and that as between The Aisle Market and Apple, The Aisle Market, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be The Aisle Market's sole responsibility, to the extent it not be disclaimed under applicable law.
- The Aisle Market and you acknowledge that The Aisle Market, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between The Aisle Market and Apple, The Aisle Market, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to Malaysian Government embargo, or that has been designated by the Malaysian Government as a "terrorist

supporting” country; and (ii) you are not listed on any Malaysian Government list of prohibited or restricted parties.

- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to theaislemarket@gmail.com.

The Aisle Market and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

Intellectual Property Rights

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by The Aisle Market, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by The Aisle Market from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of The Aisle Market, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by The Aisle Market.

The The Aisle Market name and logos are trademarks and service marks of The Aisle Market (collectively the “The Aisle Market Trademarks”). Other The Aisle Market, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to The Aisle Market. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of The Aisle Market Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of The Aisle Market Trademarks will inure to our exclusive benefit.

Third Party Material: Under no circumstances will The Aisle Market be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that The Aisle Market does not pre-screen content, but that The Aisle Market and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, The Aisle Market and its designees will have the right to remove any content that violates these Terms of Service or is deemed by The Aisle Market, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading

any User Content you hereby grant and will grant The Aisle Market and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to The Aisle Market are non-confidential and non-proprietary, and The Aisle Market will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that The Aisle Market may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of The Aisle Market, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints: The Aisle Market respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify The Aisle Market of your infringement claim in accordance with the procedure set forth below.

The Aisle Market will process and investigate notices of alleged infringement and will take appropriate actions based on a best-effort basis.

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringer Policy: In accordance with the local and other applicable laws, The Aisle Market has adopted a policy of terminating, in appropriate circumstances and at The Aisle Market's sole discretion, users who are deemed to be repeat infringers. The Aisle Market may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. The Aisle Market has no control over such sites and resources and The Aisle Market is not responsible for and does not endorse such sites and resources. You further

acknowledge and agree that The Aisle Market will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that The Aisle Market is not liable for any loss or claim that you may have against any such third party.

Social Networking; Other Third Parties: From time to time, we may allow you to register for the Service using third party services and otherwise enable various third party services (e.g., delivery services) (if any) to be directly integrated into your The Aisle Market experience. By directly integrating these services into the Service, we make your online experiences richer, easier and more personalized. To take advantage of these features, we may ask you to register for or log into such services on the websites of their respective providers. By enabling third party services within the Service, you are allowing us to pass your log-in information to these service providers for this purpose. For more information about the implications of activating these third party services and The Aisle Market's use, storage and disclosure of information related to you and your use of such services within the Service (including your friend lists and the like), please see our Privacy Policy at <https://www.theaislemarket.com/privacy>. However, please remember that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and The Aisle Market shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, The Aisle Market is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with third party services. As such, The Aisle Market is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party service. The Aisle Market enables these features merely as a convenience and the inclusion of such features does not imply an endorsement or recommendation.

Indemnity and Release

You agree to release, indemnify and hold The Aisle Market and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee. If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AISLE MARKET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE AISLE MARKET MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE AISLE MARKET WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE AISLE MARKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL THE AISLE MARKET'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID THE AISLE MARKET IN THE LAST ONE (1) YEAR, OR, IF GREATER, ONE HUNDRED RINGGIT (RM100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Termination

You agree that The Aisle Market, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if The Aisle Market believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. The Aisle Market may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that The Aisle Market may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that The Aisle Market will not be liable to you or any third party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and The Aisle Market will have no liability or responsibility with respect thereto. The Aisle Market reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General

These Terms of Service constitute the entire agreement between you and The Aisle Market and govern your use of the Service, superseding any prior agreements between you and The Aisle Market with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software.

These Terms of Service will be governed by the laws Malaysia without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and The Aisle Market agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Malaysia. The failure of The Aisle Market to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of The Aisle Market, but The Aisle Market may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At The Aisle Market, we respect the privacy of our users. For details, please see our Privacy Policy located at <https://www.theaislemarket.com/privacy>. By using the Service, you consent to our collection and use of personal data as outlined therein.

Changes and Updates

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective immediately after they are posted (unless otherwise stated). Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

Notices to Us

If you have any questions or suggestions, you may contact us at theaislemarket@gmail.com.