

# Terms & Condition

6th May 2020

## 1. ACCEPTANCE AND CONFIRMATION OF ORDER

The client may place an order through on the website. The process for placing order is as bellows:

- 1.) Send Registration Form through FB/IG
  - Name
  - Email Address
  - Delivery Address
  - Phone Number
- 2.) Secai Marche approve account and send ID/Password
- 3.) The client log in [https://secai-marche.com/buyer/login/user\\_login](https://secai-marche.com/buyer/login/user_login)
- 4.) Choose the products and add to cart
- 5.) Choose the qty and delivery date
  - \*the delivery date should be same date for all contents
- 6.) Confirm your order
- 7.) Validate Payment (online transfer)

Payment for the price of the products makes the order final and no amendment of the order may be entertained by or taken into consideration by client thereafter. Conclusion of the contract is only effective after confirmation of the order by the client.

Secai Marche confirms the order by sending an email to the email address provided by the client. Secai Marche reserves the right to cancel or refuse to accept any order from a client with whom there is a dispute concerning payment of a previous order or who presents any form of risk. Any information given by the client remains his/her sole responsibility and any anomalies generated by him/her may not be borne by Secai Marche nor shall the vendor be liable for any loss or damage occasioned thereby.

## 2. PAYMENT

Secai Marche partners with iPay88 to offer a quick, safe and secure online payment switching gateway, via credit card, online banking transfer, e-debit or e-wallet.

iPay88 is a secure payment gateway (accredited by Bank Negara Malaysia) and it is a secure online system that offers our customers safe transactions over the internet.

iPay88 also uses 3D secure where extra authentication from the bank is required. iPay88 protects your personal data against unauthorised access, use or disclosure. All internet communication is secured using Secure Socket Layer (SSL) technology with high security 128-bit SSL certificates, thereby offering the highest level of encryption or security possible.

iPay88 is complied with PCI Data Security Standard Level 1 and the following security features:

- Antivirus software and hardware
- Hardware firewall
- DoS Attack Prevention

3D-Secure Compliance ("Verified by Visa" (by Visa) and "MasterCard SecureCode" (by MasterCard))

### 3. DELIVERY

Secai Marche uses reliable third-party delivery companies to delivery our products to your door. Delivery charges under RM100 is calculated by third party delivery company and for orders above RM100, delivery charges as below:-

Within 10KM miles of the ride, FOC

Above 10KM miles, our company will bear RM10, the client pay for excess RM 1.0 / km

### 4. EXCHANGE POLICY: REFUNDS/CANCELLATIONS

No refunds, exchange, cancellations or amendments is applicable once payment is processed and completed. For delivery order: goods consider sold once we pass to delivery agent to process delivery. For Self-Collection order, goods consider sold once content checked by customer and sign the delivery order form upon collection.

### 5. UNAVAILABILITY OF PRODUCTS

Secai Marche reserves the right to change the product and stock qty at any time and from time to time. Secai Marche undertakes to honor orders received only within the limits of available stocks. In some cases, a product that is shown as available on the website may become unavailable after definite registration of the order. In the event that

one or several products ordered become unavailable within the time period indicated, Secai Marche undertakes to inform the client of this fact as quickly as possible by email, phone, Facebook and Instagram. The order shall be automatically cancelled and the client is reimbursed within 30 days at the latest following full settlement of the amount paid, except where the client expressly wishes to switch his/her order to a substitute product advised by Secai Marche. The client agrees and acknowledges that no penalty shall be applied for such cancellations and that subject to the above, receipt of reimbursement of the amount paid by the client shall be conclusive, and the client waives all rights to claim any penalty or other costs from Secai Marche.

#### 6. INTELLECTUAL PROPERTY

Any texts, remarks, structures, illustrations and images reproduced on the website are controlled and regulated by copyright as well as by intellectual property throughout the whole world. Any reproduction of the website, whether in whole or in part, is strictly prohibited without prior agreement.

#### 7. PROHIBITION OF SALES OUTSIDE THE NETWORK

The products are intended to be sold exclusively through our distribution networks. It is therefore strictly prohibited to buy products for resale purposes outside of our networks, in particular, through websites. Over and above an infringement of our brands and the integrity of our products, such acts may involve the legal and criminal liability of their perpetrators, where appropriate.

#### 8. APPLICABLE LAW AND DISPUTES

The Terms & Conditions, and any disputes arising from or under the Terms & Conditions, shall be governed by Malaysian law. You agree to submit to the exclusive jurisdiction of the courts of Malaysia regarding any such dispute.

#### 9. MODIFICATION

Secai Marche may alter or vary the Terms and Conditions at any time without notice to you.

SECAI MARCHE SDN BHD

Weekdays 9am-6pm

03 6242 6708

SECAI  MARCHE