

## **SECTION 2 - TERMS AND CONDITIONS**

In consideration of Zuppa Sdn Bhd providing Credit Privilege, I/We the undersigned, being the proprietor / director / partner / authorized representative of \_\_\_\_\_ (hereinafter referred to as “Customer”) hereby declare that all information contained herein, and all supporting documents provided are true and complete. I/We further agree and undertake as follows: -

1. This Credit Privilege is non-transferable and shall not be assigned or extended to any other company including a sister company or associate company of Customer, unless agreed otherwise by Zuppa Sdn Bhd.
2. The Credit Privilege may be withdrawn, revoked or suspended at any time without prior notice and without providing any reason. Zuppa Sdn Bhd may terminate the Credit Privilege at its sole discretion.
3. I/We shall notify Zuppa Sdn Bhd in writing within seven (7) calendar days of any material changes to the information provided under Section 1 above, and including changes in shareholders, directors, paid-up capital, bankers, authorised signatories, or other significant business details.
4. Any intention to close the account must be formally communicated in writing to Zuppa Sdn Bhd at least one (1) month in advance, failing which shall entitle Zuppa Sdn Bhd to presume that the account remains valid and active for billing purposes.
5. All charges incurred are payable within the agreed credit terms as stated in the invoice. Failure to settle payments within this period may result in the institution of legal proceedings, and the Customer agrees to bear and indemnify Zuppa Sdn Bhd all costs of collection including legal fees and other litigation expenses incurred by Zuppa Sdn Bhd as a result of non-compliance.
6. The Customer shall pay financial charges on overdue debts at the rate of 1.6% per month on any such accounts which are overdue for more than 30 days, and such charges will continue until full settlement of the overdue debt is made.
7. All invoices, debit notes and credit notes issued for the supply or delivery of goods to location as specified in the invoices shall be deemed accurate unless the Customer notifies Zuppa Sdn Bhd in writing of any dispute within thirty (30) days of receipt. Failure to provide written notice within this period shall render the invoices valid and the debt acknowledged by the Customer.
8. I/We agree that Zuppa Sdn Bhd reserves the right to suspend the supply of products or services without prior notice and without providing any reason.
9. By accessing, using or purchasing from Zuppa Sdn Bhd or its website, [www.zuppa.com.my](http://www.zuppa.com.my) (“Zuppa Website”), you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by the Terms and Conditions, Product Terms & Conditions and Privacy Policy available and listed on Zuppa Website.

## **SECTION 3 - CONSENT AUTHORISATION**

By submitting this Form, I/we the authorized undersigned hereby agree and consents to Zuppa Sdn Bhd and CTOS Data Systems Sdn Bhd (“CTOS”), a registered credit reporting agency under the Credit Reporting Agency Act 2010 (“CRA Act”) to collect, obtain, store and process the Customer’s Personal Data as provided in this form for the following purposes: -

- To receive updates, news, promotional and marketing mails or materials from Zuppa Sdn Bhd.
- To store and process Customer’s Personal Data;
- To communicate with Customer;
- To inform Customer of our products and services;
- To respond to Customer’s queries;
- To send Customer promotional materials;
- To process applications for and the provision of Zuppa Sdn Bhd's products and/or services
- For marketing purposes and research purposes; and
- For all other purposes incidental and associated with any of the above.

By this consent, I/we understand and agree that: -

1. Zuppa Sdn Bhd may disclose the Customer’s Personal Data to its affiliates or third parties that perform services on behalf of Zuppa Sdn Bhd. The Customer understands that such information may also be shared with CTOS, which may, in turn, disclose and share such information with subscribers of their service. In doing so we will comply with all applicable laws, regulations and industry standards.
2. For the avoidance of doubt, Personal Data includes data defined within the Personal Data Protection Act 2010 (“PDPA”) including all data you had disclosed to Zuppa Sdn Bhd in this form.
3. Pursuant to the CRA Act, I/we the undersigned as the Directors/ Shareholders/ Business Interest Parties hereby consents to the collection, verification and disclosure of our Credit Information (as defined in the Act) by Zuppa Sdn Bhd and/or our appointed/authorised agency directive in relation to your/your company's credit application with us for purposes including but not limited to: -
  - Opening of account
  - Credit evaluation
  - Credit/account review
  - Credit/account monitoring
  - Debt recovery purposes
  - Legal documentation and/or action consented to a contract or facility granted
4. This consent shall remain valid and applicable as long as the Customer maintains an account, loan, credit or any transaction with Zuppa Sdn Bhd.
5. The Customer further consents to Zuppa Sdn Bhd and CTOS processing its Personal Data in accordance with the PDPA.

**DECLARATION (COMPULSORY)**

I/We, the undersigned, hereby declare that all information and supporting documents provided are true, accurate and complete and agree to all the terms and conditions. Should there be any changes to any of the information including any Personal Data, I/we shall notify Zuppa Sdn Bhd in writing immediately.

I acknowledge and sign on behalf of \_\_\_\_\_,

Authorised Signatory:

|             |       |
|-------------|-------|
| Signature   | _____ |
| Full Name   | _____ |
| NRIC        | _____ |
| Designation | _____ |
| Date        | _____ |

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|---------------|
| Company Stamp |
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