BeED Terms of Use

Last updated: March 2026

These Terms of Use govern your access to and use of the BeED Site and any related services provided by Beeducation Adventures Sdn. Bhd. ("**BeED**", "**we**", "**us**", "**our**"). By accessing, browsing or using the BeED Site in any way, you agree to be bound by these Terms of Use and all policies referenced here ("BeED Site").

If you do not agree to these Terms of Use, you must not access or use the BeED Site.

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1. About BeED and Eligibility

1.1 The BeED Site is operated by Beeducation Adventures Sdn. Bhd. (Company No: 1160905-A), having its place of business at B-03-05 & B-03-06, Sky Park @ One City, Jalan USJ 25/1, 47650 Subang Jaya, Selangor, Malaysia.

1.2 The "**BeED Site**" means all websites, apps, platforms and social media pages operated under the BeED brand, including the BeED Marketplace, BeED Seller Centre and any BeED pages or posts hosted on third-party platforms.

1.3 By using the BeED Site, you represent and warrant that:

- you are at least thirteen (13) years old, and if under eighteen (18), you have parental or guardian consent;
- you have full legal capacity and authority to enter into a binding contract; and
- if you use the BeED Site on behalf of a company or organisation, you are authorised to bind that entity, and "you" includes that entity.

1.4 BeED may change eligibility criteria and restrict access to the BeED Site at any time, at its sole discretion.

1.5 You agree that your access to and use of the BeED Site constitutes electronic acceptance of these Terms of Use and forms a legally binding agreement between you and BeED.

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2. BeED Marketplace Role

2.1 The BeED Marketplace is an online platform that enables merchants to list, market, advertise, promote and sell products and services (including learning experiences and travel products) to customers.

2.2 Unless expressly stated otherwise, BeED is not a party to the contract of sale between merchants and customers. Each sale is a separate agreement between the relevant merchant and the customer ("**Customer Agreement**").

2.3 BeED does not own, control or manage the products or services offered by merchants and is not responsible for their quality, safety, legality, fitness for purpose, description or delivery.

2.4 BeED may provide payment processing, customer service or dispute assistance as a facilitator only, without assuming liability for the underlying transactions, except as expressly required by applicable law.

2.5 Nothing in these Terms of Use creates any partnership, joint venture, agency or employment relationship between BeED and any user or merchant.

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3. Definitions

3.1 In these Terms of Use, unless the context requires otherwise:

- "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with BeED.
- "**Confidential Information**" includes non-public information labelled or reasonably understood as confidential, including customer and employee information.

- "**Content**" means all text, images, graphics, logos, audio, video, code and other materials made available on or through the BeED Site.
- "**Intellectual Property**" means all copyrights, trademarks, patents, designs, trade secrets, know-how and similar rights, whether registered or unregistered, anywhere in the world.
- "**Product**" includes any goods, services, learning experiences and Travel Products listed on the BeED Site.
- "**Travel Product**" means any travel-related product including flights, accommodation, tours, activities, transport, packages, tickets or vouchers offered by merchants through the BeED Site.

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4. Changes to Terms and Site

4.1 BeED may update these Terms of Use at any time by posting the revised version on the BeED Site with an updated "Last updated" date.

4.2 Your continued use of the BeED Site after changes take effect constitutes your acceptance of the revised Terms of Use.

4.3 BeED may modify, suspend or discontinue any part of the BeED Site or any features at any time without notice.

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5. Applicable Policies

5.1 The following documents form part of these Terms of Use and apply to your use of the BeED Site:

- Privacy Policy
- Copyright Policy
- Prohibited or Restricted Activities and Products Policy
- Cancellations Policy
- Statement of Intellectual Property Rights

5.2 By using the BeED Site, you agree to comply with all of the above policies, as updated from time to time.

5.3 You acknowledge and agree that your personal data may be processed, stored and transferred to countries outside your jurisdiction, including Malaysia and other countries where BeED or its service providers operate, in accordance with applicable data protection laws and BeED's Privacy Policy.

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6. Intellectual Property

6.1 The BeED Site and all Content are owned, controlled or licensed by BeED and are protected by intellectual property, unfair competition laws and other applicable laws.

6.2 You may, for your personal and non-commercial use only:

- view the BeED Site and Content; and
- print or download reasonable extracts, provided you do not modify them and you clearly acknowledge BeED or the BeED Site as the source.

6.3 Except as expressly permitted above, you must not (and must not permit anyone to):

- copy, reproduce, upload, reverse engineer, adapt, translate, modify, publish, perform, display, distribute, "mirror" or transmit any part of the BeED Site or Content; or
- use any BeED trademark, logo, service mark, business name or domain name without BeED's prior written consent.

6.4 You may use template documents or information that BeED expressly makes available for download (such as standard terms or policies) solely for your personal, non-commercial purposes, without modification and without any representation or warranty being given by you.

6.5 If you believe any Content on the BeED Site infringes your intellectual property rights, you must promptly notify BeED at compliance@beed.world with sufficient detail to enable investigation.

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7. Your Account and Security

7.1 To use certain features, you may be required to create an account and provide accurate, current and complete information.

7.2 You are solely responsible for:

- maintaining the confidentiality and security of your username and password; and
- all activities that occur under your account.

7.3 You must promptly notify BeED if you suspect any unauthorised access or use of your account.

7.4 BeED is not liable for any loss or damage arising from your failure to protect your account credentials.

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8. Your Use of the BeED Site

8.1 You may use the BeED Site only for lawful purposes and in accordance with these Terms of Use.

8.2 You must not, whether directly or indirectly:

- use the BeED Site in any way that violates any applicable law or regulation;
- access or attempt to access any part of the BeED Site or BeED systems without authorisation;
- interfere with or disrupt the operation or security of the BeED Site or any networks connected to it;
- introduce viruses, malware or other harmful code;
- use any automated means (including robots, spiders or scrapers) to access, monitor or copy the BeED Site or Content;
- impersonate any person or entity or misrepresent your affiliation;
- collect or harvest information about other users without their express consent; or
- use the BeED Site in a manner that may create liability for BeED or harm other users.

8.3 You must comply at all times with BeED's Prohibited or Restricted Activities and Products Policy when listing or transacting any Product.

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9. User Content and Submissions

9.1 "**User Content**" includes any information, materials, photos, reviews, comments, messages or other content that you submit, upload, post or otherwise provide through the BeED Site ("**Submissions**").

9.2 Except for personal data covered by our Privacy Policy, Submissions are considered non-confidential and non-proprietary.

9.3 By providing any Submission, you:

- represent and warrant that you own or control all rights in your Submission and that it does not infringe any third-party rights or violate any law; and
- grant BeED a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, transferable and sub-licensable licence to use, copy, host, store, modify, adapt, publish, translate, create derivative works from, distribute, display and otherwise exploit the Submission for any purpose, in any media now known or later developed, without compensation or further consent.

9.4 You irrevocably waive any moral rights you may have in your Submissions to the extent permitted by law.

9.5 BeED does not endorse and is not responsible for User Content, and may remove or modify any Submission at any time if it believes it is unlawful, offensive, misleading, infringes rights or otherwise breaches these Terms of Use.

9.6 You agree to indemnify BeED for any claims, losses or liabilities arising from your Submissions, including any infringement of privacy or intellectual property rights.

9.7 Any feedback, suggestions, ideas or recommendations provided by you regarding the BeED Site or services may be used by BeED without restriction or compensation to you.

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10. Merchants: Additional Terms

10.1 Merchants must enter into a separate merchant agreement with BeED before listing any Products on the BeED Site.

10.2 By uploading Product listings or other content, merchants warrant that:

- they have good and marketable title to the Products;
- the Products are genuine, of merchantable quality and fit for purpose;
- they hold all necessary rights and licences to market, distribute and sell the Products;
- the Products and their sale do not infringe any third-party rights or violate any law; and
- all information provided about the Products (including descriptions, prices and terms) is accurate, complete and not misleading.

10.3 Merchants grant BeED a non-exclusive, worldwide, royalty-free licence to use their Content (including logos and images) on or in connection with the BeED Site and in BeED marketing materials.

10.4 Merchants are solely responsible for fulfilment, delivery, after-sales service, compliance with applicable laws and handling of any customer complaints relating to their Products, except where the parties expressly agree otherwise in writing.

10.5 BeED reserves the right to conduct identity verification and compliance checks (including KYC) on merchants and users, and may request supporting documentation at any time. Failure to comply may result in suspension or termination of access to the BeED Site.

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11. Travel Products

11.1 Travel Products are issued and fulfilled solely by the relevant merchant.

11.2 BeED acts only as a platform and, where applicable, payment collection agent, and is not the holder, issuer, operator or organiser of any Travel Product.

11.3 Each Travel Product is subject to the merchant's own terms and conditions, including booking, redemption, cancellation and refund rules.

11.4 BeED does not guarantee the accuracy, completeness, availability, quality or suitability of any Travel Product and expressly disclaims all liability for any loss, injury, illness, damage, death or other claims arising from or related to any Travel Product or travel services.

11.5 You acknowledge and agree that any travel or related activities are undertaken at your own risk, and you release BeED from all claims arising in connection with any Travel Product, to the fullest extent permitted by law.

11.6 Users are responsible for obtaining appropriate travel insurance coverage.

11.7 BeED is not responsible for any delays, cancellations, disruptions or changes caused by third-party providers, weather conditions, government actions or other events beyond BeED's control.

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12. Taxes

12.1 Prices displayed on the BeED Site may be inclusive or exclusive of applicable taxes, fees or charges, as indicated on the relevant listing.

12.2 Merchants are responsible for determining, collecting, reporting and remitting any taxes (including sales or service taxes) arising from their sales via the BeED Site, in accordance with applicable laws.

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13. AI Features and Automated Systems

13.1 BeED may provide features powered by artificial intelligence, machine learning, or automated systems ("AI Features").

13.2 AI outputs may be inaccurate, incomplete, misleading or biased and are provided for informational purposes only. They do not constitute professional, legal, financial or educational advice. You must independently verify any outputs before relying on them.

13.3 To the fullest extent permitted by law, BeED disclaims all liability arising from or in connection with any reliance on AI-generated outputs, including any errors, omissions, or biases in such outputs.

13.4 BeED may use anonymised data to improve AI systems, including improving AI models, analytics systems, and automated decision-making tools, in accordance with applicable laws.

13.5 AI may rely on third-party and public data sources with no guarantees of accuracy.

13.6 Users must not reverse engineer or misuse AI systems.

13.7 BeED may suspend access for violations.

13.8 AI tools do not replace human judgment.

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14. Disclaimer of Warranties

14.1 The BeED Site and all Content, Products and services available through it are provided on an "as is", "as available" and "with all faults" basis.

14.2 To the fullest extent permitted by law, BeED and its Affiliates make no representations, undertakings or warranties of any kind, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, reliability, availability or security.

14.3 BeED does not warrant that:

- the BeED Site will be uninterrupted, secure or error-free;
- any defects will be corrected;
- the BeED Site or any files or data are free from viruses or harmful components; or
- Product descriptions or other Content are accurate, complete or current.

14.4 If a Product is not as described, your remedy is limited to returning it in unused condition in accordance with the applicable Cancellations Policy and merchant terms, unless otherwise required by law.

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15. Limitation of Liability

15.1 To the fullest extent permitted by law, BeED, the BeED Site, our Affiliates and our respective directors, officers, employees, agents and contractors are not liable for any:

- indirect, incidental, consequential, special, punitive, aggravated or exemplary damages;
- loss of profits, revenue, business, goodwill, data or anticipated savings;
- personal injury, illness or property damage; or
- claims arising out of, or related to, any Product, Travel Product or User Content,

arising from or in connection with your use or inability to use the BeED Site, any transaction, or these Terms of Use, whether based on contract, tort (including negligence), statute or otherwise, even if we have been advised of the possibility of such damages.

15.2 Without limiting the above, BeED is not responsible for:

- acts, omissions or statements of any user or merchant;
- unauthorised access to or alteration of your transmissions or data; or
- any dispute between you and another user, merchant or third party.

15.3 In any event, and to the extent permitted by law, BeED's total aggregate liability to you arising out of or in connection with the BeED Site, any Products or these Terms of Use in any calendar year is limited to the higher of:

- the total amount you have paid to BeED for the use of paid BeED services in that calendar year; or
- RM 1,000.

15.4 Any claim you may have against BeED must be notified to us in writing within one (1) year of the event giving rise to the claim, failing which you irrevocably waive any such entitlement, right and pursuit of any such claim.

15.5 Nothing in these Terms excludes rights that cannot be excluded under applicable law, including consumer protection laws.

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16. Indemnity

16.1 You agree to indemnify, defend and hold harmless BeED, our Affiliates and our respective directors, officers, employees, contractors and agents from and against all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or related to:

- your use of, or activities in connection with, the BeED Site;
- your breach of these Terms of Use or any applicable law;
- your Submissions or User Content;
- any dispute between you and any merchant, customer or third party; or
- for merchants, your Products, listings or conduct in connection with the BeED Site.

16.2 BeED may assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which case you must cooperate fully with BeED in defending the matter.

16.3 You acknowledge that BeED is not responsible for any material posted by other users, including any material that may be defamatory, offensive, or unlawful. You agree that your use of such content is at your own risk.

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17. Suspension and Termination

17.1 BeED may, in its sole discretion and without prior notice, suspend, restrict or terminate your account or access to any part of the BeED Site if:

- you breach these Terms of Use or any applicable policy;
- BeED reasonably suspects fraudulent, abusive or unlawful activity; or
- required by law, court order or government authority.

17.2 You may terminate your account at any time by contacting BeED at compliance@beed.world.

17.3 Upon termination, your right to access or use the BeED Site will cease immediately, but Sections that by their nature should survive (including intellectual property, limitations of liability, disclaimers, indemnities and governing law) will continue to apply.

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18. Governing Law and Dispute Resolution

18.1 These Terms of Use are governed by and construed in accordance with the laws of Malaysia.

18.2 You agree to submit to the exclusive jurisdiction of the courts of Malaysia in relation to any dispute arising out of or in connection with the BeED Site or these Terms of Use.

18.3 The parties will first use reasonable efforts to resolve any dispute amicably. If a dispute is not resolved within sixty (60) days, either party may refer it to mediation. If mediation fails, either party may commence court proceedings.

18.4 BeED may seek urgent injunctive or other equitable relief in any court of competent jurisdiction.

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19. Notices and Communications

19.1 All legal notices to BeED must be sent by hand, courier or registered mail to:

Beeducation Adventures Sdn. Bhd.
B-03-05 & B-03-06
Sky Park @ One City
Jalan USJ 25/1
47650 Subang Jaya
Selangor, Malaysia

19.2 Notices to you may be given by email, in-app notification, posting on the BeED Site or by post to the contact details you last provided.

19.3 All agreements, notices and other communications that BeED sends to you electronically satisfy the legal requirement to be in writing.

20. Miscellaneous

20.1 You may not assign, delegate, subcontract or otherwise transfer any or all of your rights and obligations under these Terms of Use. BeED may assign these Terms of Use (including without limitation our rights, titles, benefits, interests, obligations and duties in these Terms of Use) to any person or entity without prior notification to you.

20.2 If any term of these Terms of Use is at any time held by a court of competent jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these Terms of Use.

20.3 Unless otherwise specified, these Terms of Use constitute the entire agreement between BeED and you with respect to use of the BeED Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between BeED and you with respect to the BeED Site.

20.4 BeED's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as waiver by BeED of any provision or right it has to enforce these Terms of Use, nor modification of any provisions of these Terms of Use.

20.5 Every revision to these Terms of Use shall be effective and binding upon the publication and the same being made available on the BeED Site, and you agree that you shall be deemed to have notice of every revision of these Terms of Use upon such publication on the BeED Site. It is your sole duty and obligation to ensure you are apprised of these Terms of Use and all revisions made thereto at all material times.

20.6 These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. All provisions in these Terms of Use which by their nature are intended to survive expiration or termination shall survive any expiration or termination of the contract between BeED and you.

20.7 Any failure or delay by BeED in exercising any right or remedy under these Terms of Use shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21. Force Majeure

21.1 Where applicable, BeED shall not be liable or be deemed to be in breach of these Terms of Use by reason of any delay in performing or any failure to perform any obligations if the delay or failure was due to any cause beyond BeED’s reasonable control, including the following:

- act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
- import or export regulations or embargoes; or
- interruption of traffic, strike, lock-outs or other industrial actions or trade disputes (whether involving employees of either party or of a third party).

21.2 Upon the happening of any one of these events, BeED may at its discretion fully or partially suspend delivery/performance while such event or circumstances continues or terminate any order request so

affected with immediate effect by written notice to you, and BeED shall not be liable for any loss or damage suffered by you as a result thereof.

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22. Indonesia-Specific Provisions

22.1 BeED will comply with applicable Indonesian laws and regulations, including data protection requirements.

22.2 BeED may appoint a local representative or responsible person in Indonesia where required.