

## **BossRec Operator Term And Condition**

### **Effective Date:**

This Operator Agreement (“Agreement”) is made and entered into by and between BossRec (“Company”, “we”, “us”) and the Operator (“you”, “your”), who offers adventure tourism and recreational services through the BossRec Platform. By registering as an Operator on BossRec, you represent and warrant that you have read, understood, and agree to be bound by the following terms and conditions.

## **1. Appointment and Scope**

### **1.1 Independent Contractor Status**

- You are engaged as an independent contractor. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between you and BossRec.
- You shall have no claim against BossRec hereunder for vacation pay, sick leave, retirement benefits, or other employee benefits.

### **1.2 Scope of Services**

- You agree to list and manage adventure tourism, recreational, or related activities on the BossRec Platform.
- Your services shall include providing accurate, complete, and regularly updated information regarding your activities—including schedules, pricing, safety guidelines, equipment details, and cancellation policies.
- You must adhere to all applicable safety regulations and industry standards.
- Any changes or cancellations in service delivery must be communicated promptly to both BossRec and the affected customers.

### **1.3 Representations and Warranties**

- You represent that you have obtained all necessary authorizations and licenses to provide your services.
- You warrant that all information provided during registration and in your listings is true and not misleading.
- You agree to maintain a high standard of professionalism that reflects positively on both your brand and BossRec.

## **2. Registration and Account Management**

### **2.1 Registration Requirements**

- You must provide complete and accurate business details, including your legal structure, licensing, permits, and insurance certificates as required by law and BossRec policy.
- BossRec may verify your credentials and request supporting documentation.

### **2.2 Account Responsibility and Security**

- You are solely responsible for maintaining the confidentiality of your login details and for all activities conducted on your account.
- Any suspected unauthorized access or breach must be reported to BossRec immediately.
- You are required to update your business and contact details promptly if any changes occur.

### **2.3 Compliance and Audit**

- You agree to comply with all BossRec instructions, policies, and procedures for account management and service delivery.
- BossRec reserves the right to audit your account and associated documents at any time for compliance purposes.

## **3. Service Listings and Content**

### **3.1 Accuracy and Timeliness of Listings**

- All service listings must be accurate, clear, and updated promptly.
- You must provide detailed descriptions of your activities, including equipment information, customer requirements, and associated risks.
- Any temporary unavailability or changes must be updated immediately on the Platform.

### **3.2 Intellectual Property Rights and Content Usage**

- You retain ownership of all original content (images, videos, text) provided, but you grant BossRec a non-exclusive, royalty-free license to use this content for marketing and operational purposes.
- All submitted content must be original and must not infringe upon third-party rights.

### 3.3 Third-Party Integrations and Sourcing

- If using third-party content or integrations, you must secure the necessary rights and permissions.
- Prompt action must be taken to resolve any copyright issues.

## 4. Bookings, Payments, and Commission

### 4.1 Booking Process and Obligations

- All customer bookings must be made exclusively through the BossRec Platform.
- You agree not to solicit customers or conduct transactions off-platform.

### 4.2 Payment Collection, Commission, and Payout Schedule

- BossRec will collect the full payment from customers via a secure third-party gateway.
- **Commission Fee:** BossRec will deduct a **10% commission fee from the ticket charge** for each booking.
- **Payout Structure:**
  - **70% Payment:** This portion will be reimbursed to you once the event registration period has closed.
  - **30% Payment:** The remaining balance will be released within 3 working days after the event is successfully conducted and no valid customer complaints or disputes are raised.

### 4.3 Refunds, Cancellations, and Chargebacks

- In case of cancellations initiated by you or due to a failure in service delivery, you must notify both BossRec and the customer immediately.
- If a refund is issued due to cancellations, no-shows, or a valid customer complaint, BossRec will adjust or withhold the final payout accordingly.
- Repeated cancellations, service failures, or chargebacks may result in financial penalties or account suspension.

### 4.4 Reporting and Reconciliation

- You must maintain accurate records of service delivery and report any discrepancies with bookings or payments to BossRec within 5 business days.
- BossRec will provide regular statements summarizing bookings, payouts, and commission deductions.

## **5. Operator Responsibilities and Service Standards**

### **5.1 Service Quality and Delivery**

- You must deliver services as exactly described in your listings.
- All activities must be conducted professionally and in compliance with all applicable laws and safety standards.
- You must ensure that all involved personnel are qualified and properly trained.

### **5.2 Licenses, Permits, and Insurance**

- You are responsible for obtaining and maintaining all required licenses, permits, and insurance coverage necessary to provide your services.
- BossRec may request proof of current documentation at any time.

### **5.3 Customer Interaction and Communication**

- You must communicate promptly and professionally with customers before, during, and after the service.
- Any changes to service schedules or unexpected disruptions must be immediately communicated to affected customers.
- You are required to cooperate with BossRec in resolving any customer issues or disputes.

### **5.4 Equipment and Safety Standards**

- All equipment used must be regularly maintained and meet the applicable safety standards.
- A proper risk assessment should be performed before each event, and all necessary safety instructions must be provided to participants.

## **6. Code of Conduct and Professionalism**

### **6.1 Professional Behavior and Ethics**

- You are expected to operate in a courteous, professional, and ethical manner at all times.
- Discriminatory, deceptive, or unprofessional behavior is not tolerated and may result in account suspension or termination.

### **6.2 Anti-Solicitation**

- You shall not encourage customers to conduct transactions outside of the BossRec Platform.
- All communication and business transactions must preserve the transparency and integrity of the platform.

### **6.3 Compliance with Policies and Guidelines**

- You agree to adhere to all current and future BossRec policies, guidelines, and procedures.
- Non-compliance may result in disciplinary actions, including financial penalties and permanent termination of your Operator privileges.

## **7. Liability, Indemnification, and Insurance**

### **7.1 Assumption of Risk and Safety**

- You acknowledge that customers participate in activities at their own risk.
- You are solely responsible for any injuries, damages, or losses incurred during your service delivery.

### **7.2 Limitation of BossRec's Liability**

- BossRec is strictly a booking intermediary and shall not be liable for any direct, indirect, incidental, or consequential damages arising from your services.
- Any disputes or claims regarding service performance or customer safety are to be resolved solely between you and the customer.

### **7.3 Indemnification**

- You agree to indemnify, defend, and hold harmless BossRec, its affiliates, directors, and employees from any claims, liabilities, or expenses arising from your actions or breaches of this Agreement.
- It is recommended that you maintain adequate liability insurance to cover potential risks.

### **7.4 Insurance Requirements**

- You must secure and maintain valid insurance coverage for public liability and other risks related to your services.
- Proof of such insurance should be provided to BossRec upon request.

## **8. Data Privacy and Confidentiality**

### **8.1 Compliance with Data Protection Laws**

- You must handle all customer data in compliance with applicable data protection laws (such as PDPA) and the BossRec Privacy Policy.
- Customer data is to be used solely for fulfilling the booked service and not for unauthorized purposes.
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## **8.2 Data Security and Retention**

- You are responsible for implementing reasonable security measures to protect customer data in your possession.
- Any data breaches or unauthorized access must be reported to BossRec immediately.
- Customer data should be retained only as long as necessary for service fulfillment or as mandated by law, after which it must be securely destroyed.

## **8.3 Confidentiality**

- All information related to customers and BossRec operations must be kept confidential.
- This obligation continues even after the termination of this Agreement.

## **9. Termination of Agreement**

### **9.1 Termination with Notice**

- Either party may terminate this Agreement with 14 days' written notice.
- Termination does not relieve either party of obligations accrued before the termination date.

### **9.2 Immediate Termination for Cause**

- BossRec may immediately terminate your account without notice for gross misconduct, repeated service failures, breach of terms, or actions that jeopardize customer safety or platform integrity.
- Cases of fraud, criminal activity, or significant reputational risk warrant immediate termination.

### **9.3 Post-Termination Obligations**

- Upon termination, any outstanding financial obligations (including pending payouts or customer refunds) shall be settled after resolving any ongoing disputes or bookings.
- You must cease using the BossRec Platform and return or securely delete any confidential information belonging to BossRec.

## **10. Dispute Resolution and Governing Law**

### **10.1 Initial Dispute Resolution**

- Any dispute arising under or related to this Agreement shall first be addressed through informal negotiation and mediation between the parties.
- If an amicable resolution cannot be reached, the dispute will proceed to formal legal proceedings.
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### **10.2 Legal Proceedings and Jurisdiction**

- In the event mediation fails, the matter shall be submitted to the exclusive jurisdiction of the courts of [Malaysia or applicable jurisdiction].
- This Agreement shall be governed by and construed in accordance with the laws of [Malaysia or the applicable jurisdiction], without regard to conflict-of-law provisions.

## **11. Amendments and Entire Agreement**

### **11.1 Amendments**

- BossRec reserves the right to modify or update this Agreement with prior notice of material changes.
- Continued use of the BossRec Platform after such changes constitutes your acceptance of the revised terms.

### **11.2 Entire Agreement**

- This Agreement, together with any incorporated documents (such as the Privacy Policy and Code of Conduct), represents the entire agreement between you and BossRec regarding your use of the Platform.
- All previous agreements, whether written or oral, are superseded by this Agreement.

## **12. Miscellaneous Provisions**

### **12.1 Severability**

- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **12.2 Notices**

- All notices must be sent in writing to the registered addresses or email addresses of both parties and will be deemed given in accordance with applicable law.

### **12.3 Assignment**

- You may not assign or transfer your rights or obligations under this Agreement without prior written consent from BossRec.

### **12.4 Force Majeure**

- Neither party shall be liable for delays or failures due to circumstances beyond its reasonable control (e.g., natural disasters, governmental actions, or technical failures).

## **13. Signatures**

By signing below, you acknowledge that you have read, understood, and agree to be bound by all the terms and conditions of this Agreement.

**Operator Name** :

**Business Registration**

**/ ID No.** :

**Signature** :

**Company Stamp** :

**Date** :

**For BossRec:**

**Name & Title** :

**Signature** :

**Date** :