

## **OPERATOR TERMS AND CONDITIONS**

### **BOSSREC ADVENTURES SDN. BHD.**

**Effective Date:** 7 May 2026

THIS OPERATOR TERMS AND CONDITIONS (“Agreement”) constitutes a legally binding agreement between BOSSREC ADVENTURES SDN. BHD. (Company No. 202501002279 (1603692-W)) (“Bossrec”, “Company”, “we”, “us”, or “our”) and the individual, sole proprietor, partnership, company, organization, agency, instructor, guide, tourism provider, vendor, expedition organizer, operator, or entity registering, accessing, listing, advertising, promoting, selling, managing, or providing services through the Bossrec Platform (“Operator”, “you”, or “your”).

BY ACCESSING, REGISTERING, LISTING SERVICES, ACCEPTING BOOKINGS, RECEIVING PAYMENTS, OR USING THE PLATFORM IN ANY MANNER WHATSOEVER, THE OPERATOR IRREVOCABLY ACKNOWLEDGES, REPRESENTS, WARRANTS, AND AGREES THAT THE OPERATOR HAS READ, UNDERSTOOD, ACCEPTED, AND AGREED TO BE LEGALLY BOUND BY THIS AGREEMENT.

IF THE OPERATOR DOES NOT AGREE TO THIS AGREEMENT, THE OPERATOR MUST IMMEDIATELY CEASE ALL USE OF THE PLATFORM.

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### **1. COMPANY INFORMATION**

BOSSREC ADVENTURES SDN. BHD.

Company No.: 202501002279 (1603692-W)

Licensed under the Tourism Industry Act 1992

MOTAC License No.: L/N/12780

Email: [support@bossrec.com](mailto:support@bossrec.com)

Contact: 01128465792 / 0173779572

Website: [www.bossrec.com](http://www.bossrec.com)

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### **2. DEFINITIONS**

For purposes of this Agreement:

“Platform” means all Bossrec-owned or controlled websites, applications, operator portals, APIs, booking systems, payment systems, databases, communication systems, interfaces, software, digital infrastructure, marketing systems, and related services.

“Customer” means any traveler, participant, purchaser, user, or person making inquiries, reservations, or bookings through the Platform.

“Services” means all tours, activities, expeditions, courses, transportation, accommodation, marine services, recreational services, watersports, rentals, adventure activities, events, tourism-related products, or experiences offered by the Operator.

“Booking” means any inquiry, reservation, confirmed transaction, payment, purchase, participation request, or arrangement processed through the Platform.

“Content” means all media, photographs, videos, descriptions, itineraries, schedules, pricing, logos, documents, certifications, reviews, text, and materials uploaded or provided by the Operator.

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### **3. NATURE OF RELATIONSHIP**

3.1 Bossrec operates primarily as:

- (a) a digital marketplace facilitating bookings between Customers and Operators; and/or
- (b) an organizer for selected activities expressly identified as operated directly by Bossrec.

3.2 Operators are STRICTLY independent contractors and not employees, agents, partners, representatives, joint venturers, franchisees, or fiduciaries of Bossrec.

3.3 Nothing contained in this Agreement shall be interpreted to create:

- employment;
- partnership;
- agency;
- trust relationship;
- fiduciary relationship;
- joint venture;  
between the Parties.

3.4 Operators are solely and exclusively responsible for:

- operations;
- staff;
- guides;
- instructors;
- equipment;
- transportation;
- accommodations;
- permits;
- certifications;
- taxes;
- payroll;
- insurance;
- safety;
- supervision;
- risk management;

- emergency response;
- customer interactions;
- operational compliance;
- legal liabilities.

3.5 Bossrec shall not be deemed an employer, organizer, guarantor, insurer, safety auditor, operational controller, or supervisory authority of the Operator unless expressly stated otherwise in writing.

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#### **4. OPERATOR REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS**

4.1 The Operator irrevocably represents, warrants, covenants, and undertakes that:

(a) the Operator possesses full legal authority and capacity to enter into and perform obligations under this Agreement;

(b) all licenses, registrations, permits, certifications, approvals, and governmental authorizations required under applicable laws are valid and continuously maintained;

(c) all Services comply with:

- Malaysian laws;
- tourism regulations;
- maritime regulations;
- environmental regulations;
- consumer protection laws;
- labor laws;
- safety standards;
- licensing requirements;
- local authority regulations;

(d) all personnel engaged by the Operator are:

- properly trained;
- qualified;
- licensed;
- competent;
- medically fit;
- legally permitted to perform their duties;

(e) the Operator maintains adequate and valid insurance policies at all relevant times;

(f) all information submitted to Bossrec is accurate, complete, lawful, current, and non-misleading;

(g) the Operator shall immediately disclose to Bossrec:

- investigations;
- claims;
- lawsuits;
- accidents;
- deaths;
- injuries;
- enforcement actions;
- license suspensions;
- insurance lapses;
- criminal proceedings;
- regulatory actions.

4.2 Bossrec reserves unrestricted rights to request:

- licenses;
- certifications;
- insurance records;
- SOPs;
- waiver forms;
- incident reports;
- safety records;
- operational documentation;  
at any time.

Failure to comply may result in immediate suspension or termination.

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## **5. LISTINGS, REPRESENTATIONS, AND CONTENT LIABILITY**

5.1 Operators are solely liable for all Content uploaded, published, distributed, displayed, advertised, or communicated through the Platform.

5.2 Operators warrant that all Content:

- is truthful;
- lawful;
- accurate;

- non-deceptive;
- non-defamatory;
- not misleading;
- does not infringe third-party rights.

5.3 Operators shall not:

- misrepresent Services;
- falsify certifications;
- manipulate pricing deceptively;
- publish fraudulent information;
- mislead Customers regarding safety, qualifications, inclusions, or risks.

5.4 Bossrec reserves unrestricted and absolute rights, without prior notice, to:

- remove Content;
- edit Content;
- restrict visibility;
- suspend listings;
- reject listings;
- reclassify listings;
- modify rankings;
- remove Operators.

5.5 Operators grant Bossrec an irrevocable, perpetual, worldwide, royalty-free, sublicensable license to:

- reproduce;
- edit;
- distribute;
- market;
- advertise;
- publish;
- display;
- commercialize;
- exploit;  
all Content for operational, promotional, legal, marketing, evidentiary, and commercial purposes.

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## 6. BOOKINGS, OPERATIONS, AND CUSTOMER MANAGEMENT

### 6.1 Operators shall:

- honor confirmed Bookings;
- deliver Services professionally and safely;
- maintain operational readiness;
- maintain equipment in safe condition;
- provide accurate schedules;
- communicate operational changes immediately.

### 6.2 Operators shall not:

- cancel confirmed Bookings unreasonably;
- discriminate unlawfully;
- engage in abusive conduct;
- manipulate reviews;
- redirect Customers off-platform;
- solicit off-platform transactions.

### 6.3 Bossrec reserves unrestricted rights to:

- reject Bookings;
- cancel Bookings;
- freeze payouts;
- investigate complaints;
- conduct audits;
- restrict accounts;
- suspend transactions;
- remove Operators.

### 6.4 Bossrec may communicate directly with Customers regarding:

- disputes;
- complaints;
- investigations;
- operational issues;
- refunds;

- legal matters;
  - safety incidents.
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## **7. COMMISSIONS, PAYMENTS, RESERVES, AND FINANCIAL CONTROL**

7.1 Operators agree to pay Bossrec a ten percent (10%) commission on all Booking transaction values unless otherwise agreed in writing.

7.2 Bossrec may deduct:

- commissions;
- platform fees;
- taxes;
- chargebacks;
- penalties;
- refunds;
- compensation claims;
- legal costs;
- banking fees;
- administrative costs;  
before releasing payouts.

7.3 Bossrec reserves unrestricted rights to:

- delay payouts;
- freeze funds;
- retain reserves;
- offset losses;
- withhold transfers;  
where reasonably necessary for:
- investigations;
- disputes;
- fraud prevention;
- safety concerns;
- legal compliance;
- chargeback risks;
- operational verification.

7.4 Operators acknowledge that payout timelines are estimates only and not guaranteed obligations.

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## **8. STRICT REFUND POLICY**

8.1 ALL BOOKINGS ARE STRICTLY NON-REFUNDABLE unless:

- (a) the Operator cancels the activity;
- (b) Bossrec determines refunds are necessary;
- (c) refunds are required under applicable law.

8.2 Operators remain fully liable for:

- refunds;
- compensation;
- penalties;
- chargebacks;
- operational losses;
- third-party claims;  
arising from cancellations, misconduct, negligence, or operational failures.

8.3 Bossrec reserves unrestricted rights to process refunds directly and deduct applicable amounts from Operator payouts without further consent.

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## **9. SAFETY, RISK MANAGEMENT, AND EMERGENCY RESPONSIBILITY**

9.1 Operators acknowledge that adventure tourism activities inherently involve risks including:

- drowning;
- injury;
- permanent disability;
- decompression sickness;
- wildlife encounters;
- transportation accidents;
- environmental hazards;
- equipment failures;
- weather risks;
- death.

9.2 Operators assume FULL AND EXCLUSIVE responsibility for:

- participant safety;

- supervision;
- emergency response;
- rescue coordination;
- safety briefings;
- equipment inspections;
- operational procedures;
- compliance monitoring;
- risk mitigation.

9.3 Operators shall ensure Customers execute all required:

- waivers;
- declarations;
- certifications;
- acknowledgements;
- medical disclosures;  
before participation.

9.4 Bossrec shall not be deemed:

- a safety guarantor;
- operational controller;
- insurer;
- emergency responder;
- supervisor;  
of Operator activities.

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## **10. ASSUMPTION OF LIABILITY AND RELEASE**

10.1 Operators irrevocably assume full legal responsibility and liability for:

- injuries;
- deaths;
- accidents;
- negligence;
- misconduct;
- operational failures;
- property damage;

- customer disputes;
- regulatory breaches;  
arising from Services.

10.2 Operators irrevocably release, discharge, and waive all claims against Bossrec relating to:

- operational losses;
- customer disputes;
- accidents;
- injuries;
- deaths;
- safety incidents;
- cancellations;
- reputational damage.

10.3 Operators acknowledge that Bossrec's role as a marketplace does not transfer operational liability.

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## **11. INDEMNITY**

11.1 Operators shall FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS Bossrec and its:

- shareholders;
- directors;
- officers;
- employees;
- agents;
- affiliates;
- successors;
- representatives;  
from and against ALL:
- claims;
- lawsuits;
- proceedings;
- liabilities;
- damages;
- settlements;

- penalties;
- costs;
- legal fees;  
arising from:
- Services;
- accidents;
- injuries;
- deaths;
- negligence;
- fraud;
- misconduct;
- customer disputes;
- intellectual property claims;
- safety incidents;
- legal violations;
- regulatory breaches.

11.2 This indemnity survives termination indefinitely.

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## **12. ANTI-CIRCUMVENTION**

12.1 Operators shall not directly or indirectly circumvent the Platform to avoid:

- commissions;
- fees;
- policies;
- booking systems.

12.2 Operators shall not solicit Customers introduced through Bossrec for off-platform transactions intended to bypass Platform fees.

12.3 Violations may result in:

- payout forfeiture;
- financial penalties;
- permanent bans;
- legal proceedings;
- damages claims.

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## **13. FRAUD, AUDITS, AND INVESTIGATIONS**

13.1 Bossrec reserves unrestricted rights to investigate:

- fraud;
- fake reviews;
- suspicious transactions;
- chargebacks;
- misconduct;
- safety incidents;
- operational failures;
- customer complaints.

13.2 Operators shall fully cooperate with investigations.

13.3 Bossrec may:

- freeze payouts;
- suspend accounts;
- restrict transactions;
- disclose information to authorities;  
without prior notice.

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## **14. CONFIDENTIALITY**

Operators shall maintain strict confidentiality regarding:

- customer information;
- pricing structures;
- databases;
- systems;
- operational information;
- platform structures;
- business strategies.

Unauthorized disclosure is strictly prohibited.

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## **15. INTELLECTUAL PROPERTY**

15.1 Bossrec retains exclusive ownership of all:

- systems;
- software;
- trademarks;
- branding;
- databases;
- interfaces;
- infrastructure;
- intellectual property.

15.2 Operators shall not:

- reverse engineer;
- scrape;
- exploit;
- copy;
- misuse;  
Platform systems or infrastructure.

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## **16. LIMITATION OF LIABILITY**

16.1 TO THE FULLEST EXTENT PERMITTED BY LAW, BOSSREC SHALL NOT BE LIABLE FOR:

- indirect damages;
- consequential losses;
- loss of profits;
- reputational damage;
- operational losses;
- customer disputes;
- cancellations;
- business interruption;
- force majeure events;
- accidents;
- safety incidents.

16.2 Bossrec's total aggregate liability shall not exceed commissions actually received for the affected Booking.

16.3 Operators irrevocably waive claims exceeding such limitation.

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## **17. TERMINATION**

17.1 Bossrec reserves unrestricted rights to:

- suspend;
- restrict;
- terminate;  
Operator access at any time without prior notice.

17.2 Grounds include:

- fraud;
- safety concerns;
- legal violations;
- customer complaints;
- reputational risks;
- breaches of this Agreement.

17.3 Upon termination:

- listings may be removed;
  - payouts may be frozen;
  - liabilities survive termination.
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## **18. FORCE MAJEURE**

Bossrec shall not be liable for delays, interruptions, failures, or cancellations caused by:

- natural disasters;
- severe weather;
- pandemics;
- government actions;
- strikes;
- terrorism;
- transportation failures;
- emergencies;
- system outages;

- events beyond reasonable control.
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## **19. GOVERNING LAW AND JURISDICTION**

19.1 This Agreement shall be governed exclusively by Malaysian law.

19.2 Operators irrevocably submit to the exclusive jurisdiction of Malaysian courts.

19.3 Bossrec reserves rights to determine dispute resolution procedures including:

- negotiation;
  - mediation;
  - arbitration;
  - litigation.
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## **20. ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the Parties and supersedes all prior communications, understandings, negotiations, or representations.

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## **21. AMENDMENTS**

Bossrec reserves unrestricted rights to amend, revise, replace, or update this Agreement at any time without prior notice.

Continued use of the Platform constitutes binding acceptance of revised terms.

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## **22. IMPORTANT LEGAL NOTICE**

BY REGISTERING, LISTING SERVICES, ACCEPTING BOOKINGS, RECEIVING PAYMENTS, OR USING THE PLATFORM, THE OPERATOR ACKNOWLEDGES THAT THE OPERATOR HAS READ, UNDERSTOOD, ACCEPTED, AND AGREED TO ALL TERMS OF THIS AGREEMENT INCLUDING LIABILITY LIMITATIONS, RELEASES, INDEMNITIES, PAYMENT RIGHTS, SAFETY OBLIGATIONS, AND LEGAL DISCLAIMERS.