

Terms of Service - Agents

Introduction

Please read the Terms of Service (“**Terms**”) carefully before using MYINVOICE2U (“**MI2U**”) Middleware Servers, MI2U web portal, and any other related services (Collectively “**Service**”) in the capacity of an Agent, in signing up to become an Agent for MI2U.

Your access to and use of the Service, and your status as an Agent for MI2U is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all Agents.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Agent Service and you shall not act as an Agent for MI2U.

General Duties of Agents (“General Duties”)

As an Agent you shall be responsible for promoting and selling the company's electronic invoicing solutions to potential clients. This includes identifying and targeting businesses that could benefit from streamlined invoice management, demonstrating the features and advantages of MI2U's platform, and tailoring solutions to meet clients' specific needs. The Agent shall build and maintain strong client relationships, provides ongoing customer support, and assists with onboarding and troubleshooting. Additionally, the Agent is involved in achieving sales targets, staying updated on industry trends, and collaborating with internal teams to improve service offerings.

General Registration and Deposit Payment

Upon registration as an Agent, the Agent shall pay a deposit of **Ringgit Malaysia One Hundred and Fifty (RM150)**, which is to be returned to the Agent upon **three (3)** successful subscriptions onto the MI2U Web Portal.

The Agent shall also be entitled to retrieve **two (2)** t-shirts and **two (2)** boxes of personalised name cards from MI2U.

Should the Agent elect not to have the t-shirts and name cards, the aforementioned deposit need not be paid by the Agent to MI2U.

Remuneration

MI2U reserves the absolute discretion to determine the remuneration structure for the Agents, including commissions and other incentives. MI2U also retains the right to amend or change the details of this remuneration at any time, without prior notice.

Prohibited Actions of Agents (“Prohibited Actions”)

Agents shall be prohibited from undertaking the following:-

- Collecting payment from clients in a manner not prescribed by MI2U, such as but not limited to via cash or payment platforms that MI2U has no control over;
- Misrepresent the client in any way;
- Abuse of position for personal gain;
- Behaviour that is reasonably construed as unconscionable for an Agent;
- Acting as an Agent for any other entity that provides Service (or any other related services) that is not MI2U or a related company of MI2U without prior written consent from MI2U (“**Externalised Agent Conduct**”).

Termination of Agent Status and Penalties

We may terminate or suspend your account immediately, without prior notice or liability, if you breach the Terms, or conduct any one or a combination of the Prohibited Actions.

Without limiting the generality of the above, any Agent caught committing Externalised Agent Conduct will be liable to pay a penalty of **Ringgit Malaysia Ten Thousand (RM10,000)** to MI2U.

Upon termination, your right to use the Service and your status as Agent for MI2U will immediately cease.

If you wish to cease to be an Agent, kindly provide **two (2) weeks** written notice to MI2U informing MI2U as such.

Account

When you create an account with us, and register as an Agent, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of MI2U and its licensors. The Service is protected by copyright, trademark, and other laws of both the Malaysia and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of MI2U.

Links to Third Party Website or Services

Our Service may contain links to third-party websites or services that are not owned or controlled by MI2U.

MI2U has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Limitation of Liability

In which event shall MI2U, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

MI2U, its subsidiaries, related companies, affiliates and its licensors do not warrant that a) the Service will function uninterrupted, or available at any particular time or location; b) any errors or defects will be corrected; or c) the results of using the Service will meet all your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Malaysia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material (save for Remuneration matters), we will provide at least 14 days’ notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you may stop using the Service.