### **Terms of Service**

### 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**").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users and others who access or use the Service.

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 Service.

# Subscription

The Service is billed on a subscription basis ["Subscription(s)"]. You will be billed in advanced for the subscription year (12 months) ("Billing Cycle"). Billing cycles are set on an annual basis.

At the end of each Billing Cycle, your Subscription will be on hold until payment has been made for the following subscription year. You may cancel your Subscription in MI2U's control panel or by contacting our support team.

A valid payment method, including credit card or online banking, is required to process the payment for your Subscription. You shall provide us with accurate and complete billing information including your name, address, phone number, and a valid payment method information. By submitting such payment information, you authorize our payment processor to charge the subscription fee incurred through your account to any such payment instruments.

# **Free Trial**

MI2U, may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may choose to subscribe but are required to enter your billing information in order to sign up for the Free Trial.

You may subscribe to our Service by providing a valid payment information at any time. You will only be charged with the subscription fee at the end of free trial. If you do not subscribe to our Service, your access to the Service will be barred at the end of Free Trial.

At any time and without notice, we reserve the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

### **Fee Changes**

MI2U, in its sole discretion, and at any time, may modify the Subscription fees for the Subscription. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

MI2U, will provide with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

#### Refunds

Except when required by law, paid Subscription fees are non-refundable.

#### Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("**Content**"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

#### **Accounts**

When you create an account with us, 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**

Out Service may contain 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.

# **Termination**

We may terminate or suspend your account immediately, without prior notice or liability, if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply cancel the Subscription and discontinue using the Service.

#### **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, 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.

E-Invoicing Master Service Agreement ("EIMSA")

Should you subscribe to our service pursuant to an EIMSA, the terms of the EIMSA shall prevail

over the terms above, in any event of a conflict between the EIMSA and the above terms.

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