



Terms of Service

Welcome to Myestore. We offer an online Software as a Service (SaaS) delivery model to provide e-commerce stores to end users. For example, we provide an online shopping cart available through our website, Myestore.my, and through other user interfaces, that integrates with your website. We've put together here some detailed terms and conditions. You should read and understand there Terms of Service and Myestore's Privacy Policy before you use any of Myestore's products and services, including all features and functionalities, our user interfaces such as our website, and all content and software associated therewith (in whole or in part, the "Products and Services").

These Terms of Service provide that all disputes between you and Myestore will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Arbitration Agreement below for the details regarding your agreement to arbitrate any disputes with Myestore.

These Terms of Service are also a resource for you to have a deeper understanding of how our Products and Services work, including the kinds of data we collect, the way we bill, how we interact with you and other useful details. We encourage you to revisit these Terms of Service when you have a question about the Products and Services or want to know how something works. We hope you enjoy your Myestore experience.

Acceptance of Terms of Service



By using, visiting, or browsing the Products and Services as a user or paid or unpaid member, you accept and agree to be bound by these Terms of Service, available at www.myestore.my/terms.pdf. If you do not agree to these Terms of Service, you should not use the Products and Services, including our website and software. Violation of any terms will result in termination of your account. Questions about the Terms of Service may be sent to support@myestore.my.

These Terms of Service, together with the Privacy Policy, constitute the entire agreement between you and Myestore and supersede any and all previous agreements, written or oral, between you and Myestore, including previous versions of the Terms of Service.

Any failure of Myestore to enforce or exercise a right provided in these terms is not a waiver of that right.

Changes to Terms of Service

Myestore reserves the right, from time to time, with or without notice to you, to change these Terms of Service, including the Privacy Policy, in our sole and absolute discretion. Myestore may also freely assign or transfer this Agreement. The most current version of these Terms of Service can be reviewed by visiting our website and clicking on “Terms of Service” located at the bottom of the pages of the Myestore website. The most current version of the Terms of Service will supersede all previous versions. We will endeavor to post prior version(s) on our website when the Terms of Service are updated.

If any provision of this Agreement is declared void or unenforceable by any judicial authority, this shall not nullify the remaining provisions of the Agreement, which shall remain in full force and effect.

Account Terms Overview



You are responsible for using the Products and Services in a private and secure manner. Myestore is not liable for any damage or loss due to unauthorized account access resulting from your actions, such as not logging out of the Products and Services or sharing your account password.

Myestore can refuse registration or cancel an account at its sole discretion at any time.

You may not use the Products and Services for any illegal activity or to violate laws in your jurisdiction.

You may not use the Products and Services to distribute unsolicited email (“spam”) or malicious content such as viruses or worms.

You may not exploit the Products and Services to access unauthorized information.

Myestore reserves the right to modify, suspend, or discontinue the Products and Services for any reason, with or without notice.

Abuse or excessively frequent requests to the Myestore website or other Products and Services may result in the temporary or permanent suspension of your account’s access to the Products and Services. Myestore, at its sole discretion, will determine abuse or excessive usage. Myestore will make a reasonable attempt via email to warn the account owner prior to suspension.

Myestore owns intellectual property rights to any protectable part of the Products and Services, including but not limited to the design, artwork, functionality, and documentation. You may not copy, modify, or reverse engineer any part of the Products and Services owned by Myestore. For more details, see below the Intellectual Property section of these Terms of Service.

You are responsible for the security of cardholder data you possess or otherwise store, processes, or transmits on behalf of your customer, or to the extent that you could impact the security of your customer’s cardholder data.



User Conduct and Submissions

Any text, graphics, photographs, or other information communicated to Myestore (collectively, “Content”) belongs to the person who posted such content. You may use any Content posted by you in any other way without restriction. You may only use Content posted by others in the ways described in these Terms of Service.

You give Myestore a non-exclusive, free, worldwide license for the duration of the applicable author’s rights, to publish your Content. In addition to the right to publish, you also grant the following rights, without limitation: (i) the right to reproduce; (ii) the right to transfer, which includes the distribution via computer and networks; (iii) the right to edit, modify, adapt, arrange, improve, correct, translate, in all or in part; (iv) the right to update/upgrade by adding or removing; and (v) the right to film, perform or post the Content in any media. Except as described in our Privacy Policy, Myestore will not be required to treat any Content as confidential.

Myestore cannot control all Content posted by third parties to the Products and Services, including to our user interfaces, and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Products and Services you may be exposed to Content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will Myestore be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content. You understand that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the content, integrity, and accuracy of such Content. If you would like to report objectionable materials, please contact support@myestore.my

By accessing the Products and Services, including our website and other user interfaces, you agree to use the Products and Services, including all features and functionalities associated therewith, our website, other user interfaces and all content and software associated



therewith in accordance with all applicable laws, rules and regulations, or other restrictions on use of the Products and Services or Content therein. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Products and Services. You also agree not to interfere with the servers or networks connected to any portions of the Products and Services or to violate any of the procedures, policies or regulations of networks connected to the Products and Services. You also agree not to impersonate any other person while using the Products and Services, conduct yourself in a vulgar or offensive manner while using the Products and Services, or use the Products and Services for any unlawful purpose.

Use of the Products and Services and any personally identifying information submitted through the Products and Services, such as through our user interfaces containing community forums, is subject to our Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of the policy.

By using the Products and Services, you are consenting to receive certain communications from us. For example, Myestore may send you newsletters about new Myestore features, special offers, promotional announcements and customer surveys via email or other methods.

Please review our Privacy Policy for further details on our marketing communications. You can also find the unsubscribe instructions there. By using the Products and Services, you consent to receiving electronic communications from Myestore. These communications may include notices about your account (for example, change in password or Payment Method, confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with Myestore and you receive them as part of the Myestore membership. You agree that



any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

The member who created the Myestore account and whose Payment Method is charged is referred to here as the “Account Owner”. The Account Owner has access and control over the Myestore account. The Account Owner’s control is exercised through use of the Account Owner’s password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Myestore Customer Service and potentially altering the Account Owner’s control, the Account Owner should not reveal the Payment Method details (for example, the last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. BY SHARING THE MYESTORE.MY ACCOUNT PASSWORD, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT THE PERSONS WITH WHOM IT SHARES THE PASSWORD COMPLY WITH THE TERMS OF SERVICE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF SUCH PERSONS.

Any abuse or threatened abuse of other users of the Products and Services or of Myestore personnel will result in immediate account termination.

Payment and Fees

If you are billed for the Products and Services by one of our partners, its billing terms shall apply. To access any of our Products and Services, you must have access to the Internet and must create an account, either on a free or paid-subscription basis. To use our paid Products and Services, you must have a current valid accepted payment method as indicated during sign-up (“Payment Method”).



When you subscribe to paid Products and Services, your credit card or Paypal account will be billed according to current Myestore rates for the selected subscription plan to prepay usage of Product and Services for the current period. For monthly plans you will be charged subsequently on the same day of each month. If the billing date is the 29th — 31st, and the billing month does not contain this date, then the billing date will be adjusted to the last day of the current calendar month. Annual plan renewals will be charged on same day of the following year to prepay usage of Product and Services for the next annual service period.

If you choose to downgrade your subscription by switching to a free subscription plan, MYESTORE will change your account immediately. No credit will be applied for the unused portion of service.

If you choose to upgrade or downgrade your subscription from one paid plan (“Old Plan”) to another paid plan (“New Plan”), your service will be switched immediately to the New Plan. The payment for the unused portion of service from your Old Plan will be credited toward the price of the New Plan. Your future monthly billing date will always remain the same. If the Plan change is a downgrade, credit will be applied to future months and your next monthly fee will be charged when the credit from the Old Plan has been used. If the Plan change is an upgrade, you will be charged the remaining portion for the current billing period immediately, and subsequent months will be charged on your previously existing billing date. Remaining credit from the current billing period will be calculated based on the number of remaining days in the current billing month. Questions about Myestore billing are directed to support@myestore.my and answered within 24 hours, Monday — Friday.

Myestore does not provide refunds for Products and Services.

Cancellation and Termination



You can cancel your paid subscription to MYESTORE Products and Services at any time by downgrading to a free plan. There will be no subsequent charges to your credit card or Paypal account after cancellation.

You may terminate your account by selecting “Close my account” option in your account. You need to cancel your paid subscription before you can close your account.

Features and Functionality

The Products and Services include an online shopping cart that can be integrated with your existing website, blog, social network as applicable. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate the Products and Services. Any description of how the Products and Services work should not be considered a representation or obligation with respect to how the Products and Services always will work. We are making constant adjustments to the Products and Services and often these Terms of Service do not capture these adjustments completely.

Social Media

For members in certain countries, some of the Products and Services, such as our online shopping cart, can be added to your page on social media networks, such as Facebook.

BY CONNECTING YOUR MYESTORE.MY ACCOUNT TO YOUR FACEBOOK ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO FACEBOOK (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON FACEBOOK AND YOUR ACCOUNT SETTINGS ON MYESTORE.MY). IF YOU DO NOT WANT INFORMATION ABOUT YOU TO BE SHARED



IN THIS MANNER, DO NOT USE THE FACEBOOK CONNECT FEATURE. We and Facebook are continually making changes and improvements to this feature, and therefore the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms of Service.

Identity Protection

You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account. You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your Myestore account. If you disclose your password to anyone or share your account with other people, you take full responsibility for their actions. Where possible, users of public or shared networks should log out at the completion of each visit. If you find that you are a victim of identity theft and it involves an Myestore account, you should notify us at support@myestore.my. Then, you should report this instance to all your card issuers, as well as your local law enforcement agency. Also, you should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Myestore website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Myestore reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Myestore is not obligated to credit or discount a membership for holds placed on the account by either a representative of Myestore or by the automated processes of Myestore.

Warranties



UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, MYESTORE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF NON INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. MYESTORE DOES NOT WARRANT THE RESULTS OF USE OF ANY OF THE PRODUCTS AND SERVICES, AND ACCOUNT HOLDER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

Limitation of Liability and Damages.

IN NO EVENT SHALL MYESTORE, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR INTANGIBLE DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS AND SERVICES, OUR WEBSITE, AND ALL CONTENTS AND SOFTWARE ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE PRODUCTS AND SERVICES, INCLUDING ANY FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF YOUR PREVIOUS THREE (3) MONTHS OF FEES PAID TO MYESTORE ON YOUR MEMBERSHIP PLAN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY



APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF SERVICE, INCLUDING ANY PORTION OF THE PRIVACY POLICY, TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF SERVICE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

You shall indemnify Myestore for damages, costs and attorneys fees that Myestore incurs from any third party claim that (i) arise from your modification of the Products and Services or (ii) the use by Myestore of any materials provided to Myestore by you for use in the Products and Services infringe any patent, copyright, trademark, trade secret or other intellectual property right under law. You shall assume the defense of any third party claim with counsel reasonably satisfactory to Myestore. Myestore may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. You shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires Myestore being indemnified to take or refrain from taking any action or purports to obligate Myestore being indemnified, then you shall not settle such claim without the prior written consent of Myestore, which consent shall not be unreasonably withheld, conditioned or delayed. THE PARTIES DISCLAIM THE IMPLIED WARRANTY OF NON-INFRINGEMENT, RELYING INSTEAD ON THE TERMS OF THIS SECTION.

Additional disclaimers or limitations of liability may be contained in the various third party software, licensing and service agreements you may have agreed to in order to access the Products and Services.



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Trademarks. Myestore is a registered trademark of Myestore. The Myestore logo and Myestore.my are trademarks or service marks of Myestore. The Products and Services, including but not limited to their graphics, logos, page headers, button icons, scripts and service names constitute trade dress of Myestore. The trademarks, service marks and trade dress of Myestore may not be used or reproduced without prior written approval from Myestore and may not be used in connection with any product or service that is not affiliated with Myestore, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of Myestore, or in any manner that disparages or discredits Myestore. Other trademarks that appear on the Myestore website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Myestore. Any images of persons or personalities contained on the Myestore website and user interfaces are not an indication or endorsement of Myestore or any particular product or our service unless otherwise indicated.

Patents. Myestore holds patents pending that apply to the Products and Services and our operations.

Use of Information Submitted

Myestore is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Products and Services, including the Myestore website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Products and Services. Furthermore, by posting any Feedback on our site, submitting Feedback to us, or in responding to questionnaires, you grant us a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right



to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media, software or technology of any kind now existing or developed in the future.

Please note Myestore does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Myestore. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Myestore and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

Service Testing

From time to time, we test various aspects of our Products and Services, including our website, other user interfaces, service levels, plans, promotions, features, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

Customer Service

If you need assistance with your account, you can reach us with customer service questions at admin@myestore.my

Limitations on Use



You must be 18 years of age or older to become a member and end user of the Products and Services. In certain jurisdictions, the age of majority may be older than 18, in which case you must satisfy that age in order to become a member. While individuals under the age of 18 may utilize the Products and Services, they may do so only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Service. While Myestore does distribute products that may be used by children, the Products and Services are not intended to be used by children, without involvement, supervision, and approval of a parent or legal guardian (see also "Parental Controls"). Unless otherwise specified, we grant you a limited, non exclusive, non transferable, license to access the Products and Services. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms of Service), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Products and Services, without our express written consent. Myestore does not promote, foster or condone the copying of third-party content, or any other infringing activity. You may not circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Products and Services. You may not frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Myestore without our express written consent. You may not purchase search terms or use any meta tags or any other "hidden text" utilizing the Myestore name or trademarks without our express written consent. Any unauthorized use of the Products and Services or its contents will terminate the limited license granted by us and will result in the cancellation of your membership.

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Myestore may from time to time recommend or enable third party apps, software, products, services or websites links for your consideration or use. Such apps, software, products, services, and links are provided only as a convenience to you and does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Myestore with respect to any third party, any third party's party apps, software, products, services or websites. These Terms of Service do not apply to such third party apps, software, products, services or websites and you should review such third party the agreements relates to such third party apps, software, products, services or websites they may be different than these Terms of Service and it is your sole responsibility to comply with such third party terms. Your use or access to any third party's apps, software, products, services or websites is at your own risk. MYESTORE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THIRD PARTY APPS, SOFTWARE, PRODUCTS, SERVICES OR WEBSITES AND WILL NOT BE LIABLE FOR YOUR USE OF ANY THIRD PARTY APPS, SOFTWARE, PRODUCTS SERVICES OR WEBSITES.

Claims of Copyright Infringement

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