

Terms of Service

EasyStore Commerce Sdn Bhd (“EasyStore Commerce”) located at H1-5 (Block H1, Level 5), SetiaWalk, Persiaran Wawasan, Pusat Bandar Puchong, 47100 Puchong, Selangor, Malaysia provides an ecommerce solution under the brand EasyStore that enables you to build an online store (“Store”) through which you may sell your products and services (“EasyStore Services”).

By signing up for EasyStore Services, you acknowledge that you have read and understand, and agree to be bound by the terms and conditions set forth below and any future amendments thereto (“Terms of Service”). IF DO NOT WISH TO ACCEPT THESE TERMS OF SERVICE, PLEASE DO NOT PROCEED WITH SIGNING UP.

1. Eligibility

- 1.1 EasyStore Services are available only to and may only be used by individuals who can form legally binding contracts under the applicable law of the jurisdiction in which they reside. Without limiting the foregoing, EasyStore services are not available to persons under the age of EIGHTEEN (18) YEARS.
- 1.2 These Terms of Service are binding on you, the user, and such person, company or other business entity (“principal” or “employer”) you represent. If you are registering on behalf of your principal or employer, you represent and warrant that you have the authority to bind them to these Terms of Service. Unless the context requires otherwise, all references to “you” or “your” include references to your principal or employer.
- 1.3 EasyStore Commerce uses many techniques to verify the accuracy of information provided when registering for EasyStore Services and reserves the right to terminate the provision EasyStore Services to you if it believes for any reason that such information may be incorrect.

2. Features and Services

- 2.1 EasyStore Services’ features (excluding payment gateway services and third party plug-ins) are listed on the EasyStore official website and are available according to the package you sign up for. For full details, please refer to our webpage at <http://www.easystore.co/pricing>.
- 2.2 EasyStore Commerce will inform you by email of important information such as service outages, updates, modifications or new developments to EasyStore Services and any changes to these Terms of Service.
- 2.3 EasyStore Commerce may within THIRTY (30) DAYS’ notice to you:
 - Modify or discontinue any or all aspects of the EasyStore Services or restrict your use of EasyStore Services in whole or in part for any reason at our convenience; or
 - Change our pricing or these Terms of Service.

If you find any change unacceptable, you may cancel your account (please see Section 6 below on the cancellation of accounts). Your continued use of EasyStore Services after the coming into force of the change (expiry of the notice) constitutes your continued acceptance of the Terms of Service as amended.

- EasyStore Commerce maintains a strict no refund policy and does not provide refunds.

3. Customer Content and Intellectual Property Rights

- 3.1 EasyStore Commerce does not claim any intellectual property rights over your information or material submitted to EasyStore Services and you retain ownership over and responsibility for your Store’s content.
- 3.2 However, you agree to grant EasyStore Commerce the non-exclusive right and licence to use

your Store's name, trademarks and content on our EasyStore website or in printed or online advertisements or other publications describing EasyStore Services.

- 3.3 Also, you represent and warrant that you have all necessary rights to display and distribute your Store's content whether as author or having possession of the requisite distribution rights, licenses or permission to use from the relevant owner(s).
- "EasyStore" and its logos are trademarks of EasyStore Commerce and the compilation, collection, selection, arrangement, assembly and coordination of all content available on the EasyStore website are the exclusive copyright of EasyStore Commerce.
 - You acknowledge that these Terms of Service does not grant you any title or proprietary right or interest over EasyStore Services' software and technology, and any other ecommerce solutions or services provided by EasyStore Commerce. You shall not perform or attempt to perform any of the following actions:
 - Subleasing or otherwise offering for access any of the EasyStore Services to any third parties;
 - Reverse engineering, reverse compiling or otherwise deriving the underlying source code, structure or sequence of EasyStore Services' software and technology; or
 - Deleting or altering author attributes or copyright notices (unless expressly permitted in writing by the author or owner).

4. User Restrictions and Indemnity

4.1 You shall not use EasyStore Services in any manner that, as determined by EasyStore Commerce in its reasonable discretion, whether actual or potential:

- Involves false, inaccurate or misleading advertisement, is fraudulent or involves the sale of counterfeit or stolen goods;
- Infringes or misappropriates any person's copyright, patent, trademark, trade secret or other proprietary rights;
- Violates any law, statute, ordinance, regulation, governmental guideline or policy in your jurisdiction or in Malaysia;
- Displays content that is indecent, obscene, false, menacing, or offensive in character with intent to annoy, abuse, threaten or harass any person or otherwise infringes the requirements of the Content Code published by the Malaysian Communications and Multimedia Commission. Without limiting the foregoing, this shall include content that:
- Is defamatory, trade libellous, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities;
- Display material containing pornography of any kind or any that exploits children under age of eighteen (18) years; or
- Displays content advocating, promoting or otherwise encouraging violence against any governments, organizations, groups or individuals or cruelty towards animal or that provides instruction/information or assistance in carrying out the same;
- Accesses illegally or without authorisation any computers, servers, accounts or networks of EasyStore Commerce or any other EasyStore users, or attempts to hack into EasyStore Commerce's security systems, having EasyStore Commerce host or distribute any internet viruses or other harmful code, pinging, flooding, mail bombing or denial-of-service attacks, or disrupting others from effectively using EasyStore Services;
- Involves the transmission of unsolicited commercial or bulk email (spamming) whether from or to EasyStore servers;
- Participates in any activities relating to pyramid or 'Ponzi' schemes;
- Is harmful to EasyStore servers (including without limitation overloading the EasyStore Services' servers or other technical infrastructure);
- Involves activities in the nature of gambling, sweepstakes, raffles or lotteries; or

- Otherwise creates liability for EasyStore Commerce or its affiliates or contractors or exposes them to undue risk or otherwise is harmful to the EasyStore operations, reputation, or goodwill.
 - Where your intended use of EasyStore Services require any licence, consent, authorisation, permission or approval from any government, governmental, supranational or trade agencies, courts or other regulatory body (“Licence(s)”), you agree not to operate such business via EasyStore without having first obtained the appropriate Licence(s).
 - You agree that your use of EasyStore Services including information transmitted to or stored at EasyStore servers are governed by our privacy policy at <http://www.easystore.co/legal/privacy>
 - You agree to indemnify and hold EasyStore Commerce, its suppliers, advertising and promotional partners, and service providers including their respective officers, directors, agents, and employees harmless from any and all losses, costs (including reasonably legal costs and expense), liabilities or other expenses incurred or arising from:
- Your breach of any provision of these Terms of Service (including without limitation, from any infringement or misappropriation of any person’s copyright, patent, trademark, trade secret or other proprietary rights); and
- Your use of EasyStore Services (including without limitation, from any of your Store’s content or any claims arising from the sale goods or services on your Store).

5. Privacy Policy

- 5.1 EasyStore Commerce values your privacy. You agree with and accept all the terms and conditions of our privacy policy at <http://www.easystore.co/pricing>
- 5.2 For your information, EasyStore Commerce employs Secure Socket Layers (SSL) to protect all your personal information. EasyStore Commerce uses designated processors to handle all credit card payments and does not store any credit card information in any format or record.

6. Cancellation of Your Account

- 6.1 You may cancel your account at any time by emailing us at support@easystore.co.
- 6.2 However, you are liable for the charge(s) for the 12 months during which you have cancelled your account.
- 6.3 Upon cancellation, EasyStore Commerce may delete any data file associated with your use of the EasyStore Services.

7. Site Content Modification and Termination of Service

- 7.1 EasyStore Commerce may make changes to your Store to rectify the infringing content if you breach any of the provisions of these Terms of Service and:
 - You fail to remedy it within the time period set out in our email notification to you; or
 - You fail to conform to the instructions in our notification to our absolute satisfaction.
- 7.2 You agree that EasyStore Commerce shall not be liable for any damage, foreseeable or unforeseeable, direct or indirect, that may result from the changes made to your Store under this section 7.1.
- 7.3 EasyStore Commerce reserves the right to discontinue your use of any or all aspects of EasyStore Services without prior notice if we have determined in our reasonable discretion that:
 - You have breached any provision in our Terms of Service (including without limitation, if we receive information that your use of EasyStore Services is in violation of any third party’s intellectual property or other proprietary rights); or
 - It is necessary for security reasons or for the proper continuance of the operations of EasyStore Services;
 - You are not using EasyStore Services for a legitimate business purpose.

- If at any time EasyStore Commerce is unable to charge your credit card (e.g. your credit card information provided has expired) or if you otherwise fail to make any payment due to us, and fail to remedy the same within FORTEEN (14) DAYS' from our notice, we may discontinue your use of any or all aspects of EasyStore Services.
- In the event EasyStore Commerce discontinues your use of EasyStore Services entirely for reasons of sub-sections 7.2(a), (c) or section 7.3:
- You agrees not to re-register for or otherwise obtain access to EasyStore Services without our written approval; and
- EasyStore Commerce reserves the right to delete your account (including any data file associated with your use of the EasyStore Services).

8. Disclaimer of Warranties

8.1 EasyStore Commerce provides EasyStore on an “as is” basis and, to the widest extent permitted by law, expressly disclaims any and all implied or statutory warranties, including the warranties of reasonable care and skill, merchantability, fitness for a particular purpose, quiet enjoyment, title, non-infringement, and warranties arising from a course of dealing, usage or trade practice are excluded. Without limiting the foregoing EasyStore Commerce gives no warranty:

- That the EasyStore and its other software or services will be error-free or uninterrupted;
- Regarding uptime, use, data security, accuracy and reliability of EasyStore Services;
- That our security procedures will prevent the loss of, alteration of, or improper access to your information;
- In relation to any third party offerings or products available via EasyStore Services;
- In relation to the availability of external sites or resources (normally provided in EasyStore Services), or for any of its content, advertising, products or other materials.

8.2 EasyStore Commerce provides domain name registration and renewal services only as a value added service to an active EasyStore user. It is your responsibility to ensure that your domain(s) are renewed on time. EasyStore Commerce does not guarantee successful renewal of domain(s) once the domain goes into the domain redemption period.

8.3 You acknowledge and agree that this is a reasonable and an essential element of these Terms of Service and that in its absence, the economic terms of these Terms of Service would be substantially different.

9. Limitation of Liability

- To the widest extent permitted by law, EasyStore Commerce (including its directors, officers, employees and agents) shall not be liable for any loss of profit or any direct, indirect, special, incidental, consequential or other damages arising out of or in connection with your use of EasyStore Services (however arising, whether as a result of your contractual relationship with EasyStore Commerce or negligence).

10. Notice

- Any notices in connection with EasyStore Services or these Terms of Service will be sent by EasyStore Commerce to your email provided to us during registration. The notice will be deemed to have been received on the day it is sent out from our electronic mail server.

11. Assignment

- You may not assign, transfer or delegate your account or any rights or obligations under these Terms of Service.

12. Governing Law

- These Terms of Service shall be governed by and construed according to the laws of Malaysia.

13. Force Majeure

- EasyStore Commerce's delay in or non-performance of any duties or obligations under these Terms of Services will not be considered a breach of these Terms of Services if such delay or

non-performance is caused by a labour disputes, shortage of materials, fire, earthquake, flood, failures in electric power or telecommunications services, or any other event beyond our control.

14. Miscellaneous

- 14.1 These Terms of Services does not create any relation of agency, partnership, joint venture, employee-employer or franchiser-franchisee between you and EasyStore Commerce.
- 14.2 These Terms of Service, our Privacy Policy and our terms and conditions set out at <http://www.easystore.co/pricing> represent the complete agreement between you and EasyStore Commerce, and supersedes all prior agreements and representations.
- 14.3 If any provision of these Terms of Services is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable. In particular, and without limitation to the foregoing, any provision that potentially violates the provisions of the Consumer Protection Act 1999 (in particular Part IIIA – “Unfair Contract Terms”) shall be read to include the qualifying phrase “to the widest extent permitted by law”.
- 14.4 No failure or delay on the part of EasyStore Commerce to exercise any right or remedy under these Terms of Service shall operate as a waiver thereof.