

## **Terms & Conditions**

You are advised to read these terms and conditions carefully before using this Web Portal. By using this Web Portal you are deemed to have read and accepted these terms and conditions.

### **1. ACCEPTANCE OF TERMS**

PLEASE READ THROUGH THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IT IS THE TERMS AND CONDITIONS REGARDING YOUR USE OF A SUBSCRIPTION SERVICE FOR ONE OF THE EBOSS TECHNOLOGY SDN. BHD. ("EBOSS"). BY USING THE SOLUTION OR THE SERVICES OR BY SIGNIFYING YOUR ACCEPTANCE IN ANY OTHER WAY, YOU AGREE TO HAVE CAREFULLY READ, UNDERSTOOD AND ACCEPTED THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ALL THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO USE THE SOLUTIONS OR THE SERVICES AND YOU SHOULD DISCONTINUE ANY FURTHER INSTALLATION OR USE THEREOF OR DO NOT USE THE SITE FOR ANY PURPOSE WHATSOEVER.

The "Living.my" is owned, operated, and provided to you by Eboss Technology Sdn. Bhd. ("the Company") through the website <http://www.living.my> ("Site").

By enrolling to use the Living.my, you further agree to be bound to all payment terms, policies, practices, rules, standards and guidelines related to the Site and/or Living.my in effect at any time and from time to time made available on the Site.

The reference "You" or "Your" refers to the person or entity subscribing to Living.my hereunder. You agree that you shall cause any of your agents, representatives, employees, or any person or entity acting on your behalf with respect to the use of Living.my, to be bound by, and to abide by, these Terms and Conditions. You further agree that you are bound by these Terms and Conditions whether you are acting on your own behalf or on behalf of a third party.

By accepting the terms and conditions, you (a) represent and warrant that you are 18 years old or older and are authorized to represent your organization; (b) agree to provide true, accurate, current and complete information; (c) agree to maintain and update this information to keep it true, accurate, current, and complete; and (d) agree to notify the Company of any unauthorized use of your account, password or other breach of security. If any information provided by you is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend, terminate your account and to refuse any or all, current or future use of Living.my with or without notice. You are entirely liable for all activities conducted through your account.

### **2. RIGHTS OF SERVICE**

The Company hereby grants you a non-transferable, non-assignable, non-territorial, non-exclusive license (without license to sublicense) to use Living.my subject to these Terms and Conditions. These Terms and Conditions govern your access to and use of Living.my. You acknowledge and agree that apart from the agreement to these Terms and Conditions, you shall have no rights or access whatsoever to the Living.my. You shall not:

a. Add, delete, modify, copy, translate, distribute, transmit, display, perform, reproduce, publish, create derivative works based on Living.my, or permit other individuals to do so;

- b. rent, lease, transfer or otherwise sell any information, software, products or services obtained from Living.my;
- c. provide third parties with access to your account, except for third parties specifically authorized by the Company. However, you shall remain liable for any such use of your account by another person;
- d. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or source listing for Living.my;
- e. use Living.my in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- f. engage in conduct which is unlawful or which inhibits another user from enjoying Living.my or which the Company in its sole discretion determines to be unacceptable;
- g. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- h. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
- i. upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- j. use any material or information, including images or photographs, which are made available through Living.my in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- k. advertise or offer to sell or buy any goods or services for any business purpose, unless the Company specifically allows such messages;
- l. download any file posted by another user of Living.my that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- m. falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- n. restrict or inhibit any other user from using Living.my;
- o. violate any code of conduct or other guidelines which may be applicable for Living.my;
- p. harvest or otherwise collect information about others, including e-mail addresses;
- q. violate any applicable laws or regulations;
- r. create a false identity for the purpose of misleading others; and/or

s. use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of Living.my or other user or usage information or any portion thereof.

### **3. INTELLECTUAL PROPERTY**

All titles and copyrights, trade secrets, patents, trademarks and other intellectual property in and to Living.my are owned by the Company. Copyrights, trade secrets and other laws protect Living.my. All data not expressly entered into the Living.my by you is the intellectual property of and owned by the Company.

### **4. FEES AND PAYMENTS**

#### **4.1. Fees**

4.1.1. This is a 1 year contract with monthly subscription fee, payable every 3 months. You will be charged as per the pricing shown in our Invoices to you. You reserve the right to terminate the contract before contract ends, however, you will still need to compensate the remaining subscription up to 1 year from the date of start date.

4.1.2. The Company disclaims all liabilities concerning the download of application from the websites, including, but not limited to damage to the user's hardware, software, network or systems, loss of data, application failure, backup errors or problems related to connectivity, security, compatibility, functionality or efficiency.

4.2. The Company reserves the right to change its subscription fees at anytime, at its sole and absolute discretion, by posting notice of the same on the Site or by updating these Terms and Conditions. The Company shall give you notice in writing or email of not less than 14 days of any alteration or revision in the price, and the price as so altered shall apply to Living.my supplied on or after the applicable date of increase, including outstanding orders. The Price Revision shall not affect the subscription paid before the revision being enforced. You are required to check for updates with your resellers or through the Site.

4.3. Any and all Living.my payment policies posted on the Site are incorporated herein by reference. The Company reserves the right to change its payment policies at any time and from time to time at its sole and absolute discretion. By accepting these Terms and Conditions, you agree to pay the Company all applicable charges via your account, in MYR as well in accordance with the payment policy in effect at the time those charges becomes due.

4.4. You agree and represent that all the information you have and/or will provide for the purpose of enrolling for Living.my are and/or will be accurate, complete, and current.

4.5. Mode of Payment: You shall ensure that you pay punctually for all subscription fees to the Company. Failure to do so might affect your access to the Site and the retrieve of your data.

4.5.1. Bank Transfer: Payment can be made by electronic bank transfer. All processing fees or bank charges shall be borne by the Company.

4.6. The Company will send an email reminder to your registered email account before your license expired. If the Company has not received your payment on the expiry date, your license status will be classified with an "Inactive" status for a maximum of 30 days and you and all your registered users of your organization will not be able to access data collected in Living.my. You can renew your Living.my license during the "Inactive" mode/status of 30 days. The collected data can be retrieved after the license has been renewed.

4.7. After 30 days of having been classified as "Inactive", your license will then be classified as "Dormant" and data collected will be kept for 15 days for data download period before the data is deleted.

4.8. You can terminate the contract before the contract ends should you not wish to renew license of the subsequent year for a new contract period by sending a termination email to the Company at [living.my@eboss.com.my](mailto:living.my@eboss.com.my). The contract will be auto-renewed if the Company does not receive any termination letter from you prior to contract end date.

4.9. The starting date of the renewed contract shall be the date the license expired notwithstanding the actual date of renewal.

4.10. You can terminate your account not less than 30 days before license expiry date by sending a termination email to the Company at [living.my@eboss.com.my](mailto:living.my@eboss.com.my). You are entitled to a refund of the unused subscription for such months which you have paid in advance prior to the aforesaid termination ("Unused Usage"). Any refund will be calculated based on a MONTHLY subscription rate. Any subscription usage exceeding of 1 day shall be calculated as 1 month of subscription. A Refund Processing Fee of MYR100 shall be charged to you. Refunds will be credited to your account.

4.11. All prices of Living.my are exclusive of any applicable value added tax, goods services tax (GST) or any sale/service tax, for which you shall be liable to, if there is any. The amounts charged to you by us, may be subject to and include applicable taxes, including without limitation withholding taxes. It is your responsibility to remit any taxes that apply to your transactions. You agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

## **5. REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

5.1. you have sufficient authority to agree and to accept these Terms and Conditions;

5.2. you will at all times comply with all applicable laws;

5.3. you shall not be in violation of any obligation, contract or agreement by agreeing to accept these Terms and Conditions and/or by performing your obligations under these Terms and Conditions;

5.4. you shall comply with all of the Terms and Conditions, as may be amended from time to time; and

5.5. all information provided by you is true, accurate, and complete, and is not misleading in any way.

## **6. INDEMNIFICATION**

6.1. You hereby indemnify and hold the Company and its officers, directors and personnel harmless from any such fees, liabilities, claims, losses, damages or penalties arising out of (a) a breach of any representations and warranties by you; (b) breach of these Terms and Conditions by you; (c) your actions, negligence and/or misconduct; and/or (d) your use of Living.my (including any use by your authorised person).

6.2. The indemnifying party will pay any and all expenses, costs, damages, fees incurred by the indemnified party in connection with or arising from any action, claim, suit or proceeding made against it.

6.3. The provisions of this Section 7 shall survive the termination of this Agreement.

## **7. CONFIDENTIALITY**

Except as and to the extent required by law, you will keep confidential these Terms and Conditions and shall treat as confidential any information which comes into your possession, pursuant to or as a result of or in the performance of these Terms and Conditions (whether orally or in writing), whether such information relates to the business, sales, marketing or technical operations of either party or the clientele of either party or otherwise and whether or not such information is expressly stated to be confidential or marked as such. The provisions of this Section 8 shall survive the termination of this Agreement.

## **8. TERM & TERMINATION**

8.1. These Terms and Conditions will commence when you sign this agreement and shall continue throughout the Free Trial Period (if any). Thereafter, these Terms and Conditions shall be renewed on the date of the purchase ("Start Date") of the subscription plan of the Living.my. These Terms and Conditions shall continue from the Start Date through the initial term specified by the subscription plan ("Initial Term"). At the end of the Initial Term, these Terms and Conditions will automatically renew on the day following the last day of the Initial Term ("First Renewal Date") and will automatically be renewed thereafter on the first day of each renewal period ("Renewal Period") as specified by the subscription plan, unless either party provides to the other written or electronic notice of termination in accordance with the Terms and Conditions. The Free Trial Period, Initial Term specified by the Start Date and the First Renewal Date of the subscription plan, and each subsequent renewal term specified by the First Renewal Date and the Renewal Period of the subscription plan are collectively the "Term".

### **8.2. The Company's Right To Terminate**

8.2.1. The Company may terminate this Agreement and discontinue your participation in the Living.my, at its sole discretion, by providing you with written notice.

8.2.2. If the termination is initiated due to any of the following reasons, the refund policy described in Section 4.10 shall not apply:

8.2.2.1. you fail to make payment in accordance with the Company's terms or these Terms and Conditions;

8.2.2.2. Subscription of free lifetime user licenses shall valid for one company only, any violation of the policy or abuse of the free licenses will lead to suspension of your account or multiple accounts.

8.2.2.3. if the Company believes that you may be in competition with Living.my or intend to develop a competitive service against Living.my;

8.2.2.4. if the Company believes that you have violated this Agreement or other policies or guidelines of the Company; and/or

8.2.2.5. if the Company believes your conduct may be harmful to its business or to others who participate in Living.my.

8.2.3. All decisions made by the Company in this matter are final and binding and neither the Company nor its licensees (or distributors) shall have any liability with respect to such decisions.

8.3. Upon termination (by either party):

8.3.1. you and all your registered users of your organization can neither access to your account nor use Living.my Service;

8.3.2. your license status will be classified with an "Inactive" status for a maximum of 45 days and you and all your registered users of your organization will not be able to access data collected in Living.my but you will be allowed to download your data in .csv format in these 45 days; and

8.3.3. your data will be removed from the server after 45 days from the date you terminate your license. You will no longer be able to retrieve your data and account after these 45 days.

8.4. The Company and their respective affiliates shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, terrorism, strikes, fires, other catastrophes, power or telecommunications failure or any other cause beyond its reasonable control.

## **9. NON-COMPETE AGREEMENT**

You agree that during the Term and for two year thereafter, you shall not develop a competing service/software to Living.my. You understand that the violation of this clause will be ground for immediate termination of all Living.my service by the Company with no liability on the part of the Company; and further, you understand that the Company may seek equitable relief to stop the violation and competing activity as well as any other relief available under the law.

## **10. MODIFICATIONS**

The Company may modify these Terms and Conditions and all applicable rates/fees/charges at any time and from time to time, in its sole discretion. Any changes will be emailed to you and/or posted on the Site by the Company in no less than 14 days prior to implementation of changes to this Agreement. Any use of the Living.my and/or Site after such notice shall be deemed to be continued acceptance of these Terms and Conditions including its amendments and modifications. No conditions other than those set forth herein shall be binding on the Company unless the Company expressly agrees in a writing signed by an authorized representative of the Company. The Company reserves the right to discontinue offering Living.my and/or Site at any time.

## **11. TECHNICAL SUPPORT**

11.1 You can contact [support@living.my](mailto:support@living.my) and a reply will reach you within 24 hours during working days.

11.2 Whatsapp for immediate support is available from 9am to 6 pm (GMT+8), Monday to Friday.

11.3 You will promptly report any errors in the operation of Living.my to the Company and will not take any actions that would increase the severity of the error. You will use Living.my solely as described herein. If you violate any of the requirements of this Section, the Company will have no responsibility to provide you with any support.

## **12. DATA**

12.1 Storage: Data (all data for Living.my) will be hosted on Living.my servers, unless otherwise agreed. The Company does not represent, warrant or covenant that the use of Living.my will be uninterrupted or that the

operation of Living.my will be error-free or secure. In addition, the security mechanisms implemented by the Company for Living.my have inherent limitations, and you must determine whether the Living.my sufficiently meets your requirements.

12.2 Backup: While the Company shall use reasonable effort to protect and backup your data on a regular basis, the Company is not responsible for your data that is residing or uploaded to the Living.my servers. You are solely responsible for backing up and exporting your data. To ensure efficiency and stability of the system, Living.my will undergo system maintenances and system upgrades from time to time as shall be determined by the Company's sole and absolute discretion. As such, Living.my will only keep the transaction data dated up to 1 year before the maintenance date for each End User. For all the other transaction data, reasonable endeavours will be made to back up and send to you or your administrator accordingly.

12.3 Your Data: Your data consists of all the information of your organization and data generated while using Living.my ("Data"). The Company shall not use the Data except directly in furtherance of the purposes of this Agreement. The Company shall not disclose the Data to any third party unless directed by you, unless (a) such disclosure is made by the Company in response to a court order, and provided that the Company has given you reasonable notice of such court order, or in compliance with any legal obligation which you are a subject (other than a contractual obligation) or for the administration of justice or (b) is non-personally identifiable information. All data that is not your Data belongs to the Company (collectively "Living.my's Data"). By accepting these terms and conditions you agree that the Company owns all of the Living.my's Data.

### **13. LINKS**

The Company has not reviewed all of the sites linked to the Site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Company of that site. The Company makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Furthermore, the Company does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to the Site. Use of any such linked web site is at the user's own risk.

### **14. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND/OR LIVING.MY IS AT YOUR OWN RISK. THE SITE AND/OR LIVING.MY ARE AVAILABLE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY, OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF CONDUCT AND THE COMPANY DISCLAIMS ANY WARRANTY REGARDING THE AVAILABILITY, ACCURACY OR CONTENT OF THE SITE, LIVING.MY, AND/OR INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH THE SITE AND/OR LIVING.MY, OR ANY ECONOMIC BENEFIT YOU MAY GAIN FROM USE OF THE SITE AND/OR LIVING.MY. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

### **15. APPLICABLE LAW**

This Agreement (i) shall be governed by and construed in accordance with the internal substantive laws Malaysia, without giving effect to its principles of conflicts of law; and (ii) constitutes the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties concerning the subject matter hereof. You submit to jurisdiction and venue

in the state and federal courts located in Malaysia, and further agree that any cause of action you may bring arising under this Agreement will be brought by you exclusively in a state or federal court located Malaysia.

#### **16. LIMITATION ON LIABILITY**

THE COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE COMPANY'S TOTAL CUMULATIVE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED AN AMOUNT EQUAL TO ALL AMOUNTS ACTUALLY REALIZED BY THE COMPANY FROM YOU DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY. YOU ACKNOWLEDGE THAT THESE LIMITATIONS ARE REASONABLE, THAT THEY ARE AN ESSENTIAL ELEMENT HEREOF AND THAT ABSENT SUCH LIMITATIONS, THE COMPANY WOULD NOT ENTER INTO THIS AGREEMENT.

#### **17. NO ASSIGNMENT OR RESALE**

You may not resell, assign, or transfer any of your rights under this Agreement, and if you attempt to resell, assign, or transfer its rights, the Company may immediately terminate this Agreement without liability to the Company.

#### **18. HEADINGS AND REFERENCES**

Headings of Sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in the opening paragraph. The content in other Web sites specifically referenced in this Agreement, such as URLs, is incorporated by this reference as though fully stated in this Agreement.