

# TERMS & CONDITIONS

Last updated: 02/Feb/2024

## General Terms

### 1. Introduction

1. The JustOrder.Today platform is wholly owned by JUST ORDER TODAY SDN. BHD. (1425939-H) (hereinafter known as, "JustOrder.Today").
2. Please read these Terms & Conditions carefully. By using the Service (as defined), you agree that you have read and understood the terms in these Terms & Conditions which are applicable to you. These Terms & Conditions and the JustOrder.Today Policies (as defined) constitute a legally binding agreement ("**Agreement**") between you and JustOrder.Today (as defined). The Agreement applies to your use of the Service (as defined) provided by JustOrder.Today. If you do not agree to the Terms & Conditions, please do not use or continue using the Application or the Service.
3. JustOrder.Today may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on <https://justorder.today> or the Application. It is your responsibility to review the Terms & Conditions regularly. Your continued use of the Service after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.
4. JustOrder.Today is a platform for users to obtain services provided by third-party providers (referred to as Seller/Merchant). JustOrder.Today's role is merely to link the user with such third-party provider (Seller/Merchant). JustOrder.Today is not responsible for the acts and/or omissions of any third-party provider, and any liability in relation to such



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services shall be borne by the third-party provider. Third party providers shall not represent to be an agent, employee or staff of JustOrder.Today and the solutions provided by third party providers shall not be deemed to be provided by JustOrder.Today.

# IMPORTANT: PLEASE READ THESE TERMS & CONDITIONS CAREFULLY

## 2. Definitions

In these Terms & Conditions, the following words shall have the meanings ascribed below:

"**Application**" means the relevant mobile application(s) made available for download by JustOrder.Today (or its licensors) to Users and Third Party Providers (Seller/Merchant) respectively;

"**Buyer**" means the person who purchases Goods on the Platform;

"**JustOrder.Today**" means: JUST ORDER TODAY SDN. BHD. (1425939-H).

"**JustOrder.Today Policies**" means the following:

"**The Privacy Policy**" is all other forms, policies, notices, guidelines, frequently asked questions (FAQs), or agreements provided to or entered into by you from time to time;

"**Personal Data**" is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and credit card details, personal interests, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, religion and health information;

"**Platform**" means the relevant JustOrder.Today platform, portal or website that, when used in conjunction with the Application, enables Users to request or access Solutions;

"**Service**" means the linking of Users to Third Party Providers or other Users through the Application, Platform and/or Software;

"**Seller**" or "**Merchant**" means a seller or merchant which uses the Platform and/or Services to sell Goods to the Buyers, including third-party vendors where applicable.

"**Software**" means any software associated with the Application which is supplied made available for download and installation by JustOrder.Today;

"**Third Party Provider**" means the independent third parties who provide the Solutions to Users through the Service, including third party merchants;

"**User**" means any person who uses the Application, Platform and/or Software to search for and obtain the Solutions;

"**User Charges**" shall mean charges incurred by Users for the Solutions obtained through the use of the Service, including any applicable taxes and any other fees or charges that may be due for a particular use of the Service or Solutions.

### *3. Basis of the Contract*

1. The Platform provides a place and opportunity for the sale of Goods between the Buyer and the Seller/Merchant (collectively "Parties"). The identity of the Seller/Merchant for a particular Goods listed for sale on the Platform, be it JustOrder.Today or a Third-Party Vendor, may be stated on the webpage listing such Goods.
2. Where the Buyer has placed an order on the Platform for the purchase of Goods sold by a Third-Party Vendor and the said Third Party Vendor has accepted the same, this shall constitute a Contract entered into directly between the Buyer and the Third-Party Vendor. Where the Contract is entered into directly between the Buyer and a Third-Party Vendor, JustOrder.Today is not a party to the Contract or any other Contract between the Buyer and Third Party Vendor and accepts no obligations in connection with any such Contract. Parties to such contracts shall be entirely responsible for the Contract between them, the listing of Goods, warranty of purchase and the like.
3. Any information made available on the Platform in connection with the supply of Goods, including photographs, drawings, appearance, performance, dimensions, weight, or any information disclosed by Third Party Vendors through the chat system are not binding and

for information purposes only. In entering into the Contract, the Buyer acknowledges that it does not rely on and waives any claim based on any such representations or information so provided.

4. While the Seller/Merchant endeavours to provide an accurate description of the Goods, neither JustOrder.Today nor Seller/Merchant warrants that such description is accurate, current or free from error. In the event that the Goods the Buyer receives is fundamentally different from the Goods as described on the Platform and which the Buyer has ordered, Buyer shall resolve such return and/or refund with the Seller/Merchant directly.
5. Any typographical clerical or other error or omission in any quotation, invoice or other document or information issued by JustOrder.Today in its website shall be subject to correction without any liability on the part of JustOrder.Today.

## *4. Orders and Specifications*

1. The Buyer may purchase Goods by placing and completing the order form on the Platform and shall be responsible for ensuring the accuracy of the order. All orders shall be subject to Seller's acceptance in their sole discretion and each order accepted by the Seller/Merchant shall constitute a separate Contract and shall be deemed to be irrevocable and unconditional upon transmission through the Platform. JustOrder.Today shall be entitled (but not obliged) to process such orders without further consent from the Buyer. Nevertheless, you may request to cancel or amend the order which JustOrder.Today shall endeavour (but not obliged) to give effect to on a commercially reasonable effort basis.
2. Order acceptance and completion of the Contract between the Buyer and Seller/Merchant will only be completed upon Buyer making payment.
3. No concluded Contract may be modified or cancelled by the Buyer except with consent from Seller/Merchant.

## *5. Price*

1. The price of the Goods shall be the price stated on the Platform at the time which the Buyer places and completes the order form on the Platform subject to any applicable sales and services tax, delivery charges, value added tax or similar tax which the Buyer shall be liable to pay to Seller/Merchant.
2. In the event that a Goods has been mispriced on the Platform, the Seller/Merchant reserves the right to terminate the Contract, in which Seller/Merchant shall notify the Buyer of such cancellation by giving three days' notice. The Seller/Merchant shall have such right to terminate the Contract notwithstanding that the Goods have been dispatched or are in transit or that payment has been charged to Buyer.

## *6. Terms of Payment*

1. The Buyer shall be entitled to make payment for the Goods using the payment method made available on the Platform which currently supports options such as Cash On Delivery and Manual Online Bank Transfer.
2. For Manual Online Bank Transfer, it is the Seller's responsibility to ensure that payment have been received and verified prior to delivering the Goods.
3. If Cash On Delivery option is enabled, it is the Seller's own responsibility to ensure that physical payment is collect upon delivery of the Goods to the Buyer.

## *7. Delivery/Performance/Fulfilment*

1. Delivery of the Goods shall be made to the address specified by the Buyer in its order.
2. Delivery of Goods shall be made by Seller/Merchant and/or his third-party agent within a reasonable time, JustOrder.Today will not monitor or involved in such delivery/performance.
3. In the event if the buyer selects self-pickup as the preferred delivery option, the buyer will be responsible to inform the Seller/Merchant on the estimated pick-up date/time and collect the goods accordingly.

## *8. Representations, Warranties and Undertakings*

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1. By using the Service, you represent, warrant / undertake that: You have legal capacity to enter into the Agreement and that you are at least eighteen (18) years old. You cannot enter into the Agreement if you are below eighteen (18) years old;
2. All the information which you provide shall be true and accurate;
3. You will only use the Application, Platform and Service for their intended and lawful purposes;
4. You will keep your account password or any identification we provide you which allows access to the Service secure and confidential;
5. You agree to notify us immediately of any unauthorized use of your account or any other breach of security;
6. You will not try to interrupt or harm the Service, Application and/or the Software in any way;
7. You will not attempt to commercially exploit any part of the Application without our permission, including without limitation modify any of the Application's content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;
8. You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;
9. You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;
10. You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
11. You will not use the Application and/or the Software to cause nuisance or behave in an inappropriate or disrespectful manner towards JustOrder.Today or any third party;
12. When using the Service, you agree to comply with all laws applicable to you and/or your use of the Service;
13. You will not copy, or distribute the Software or other content without written permission from JustOrder.Today;
14. You will provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the

- Agreement. You agree that JustOrder.Today may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, JustOrder.Today has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice
15. You will only use an access point or data account which you are authorized to use;
  16. You agree that the Service is provided on a reasonable effort basis;
  17. You agree that your use of the Service will be subject to JustOrder.Today's Privacy Policy;
  18. You agree to assist JustOrder.Today with any internal or external investigations as may be required by JustOrder.Today in complying with any prevailing laws or regulations in place;
  19. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, JustOrder.Today or any other party as a result of your breach of this Agreement;
  20. You will not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud JustOrder.Today or to disrupt the natural functions of the Application;

## *9. For Seller/Merchant:*

### **Seller/Merchant's Responsibilities**

1. Seller/Merchant agrees, JustOrder.Today shall not compensate for any loss or damages as a result of you using any third party delivery services. Such loss and or damage include but are not limited to, any road accidents which caused damage to the items delivered, any item that is damaged after the recipient has accepted it, any consequential loss, economic loss or any personal/business penalty imposed between the sender and recipient as a result of late pickup, late delivery, or cancellation of such delivery by either parties, any losses of cash, valuable items between the sender and the recipient, seizure of illegal/dangerous items, any fragile goods that deems to be poorly packaged or labelled.
2. The Seller/Merchant is responsible to ensure that their item complies with all laws and is allowed to be listed for sales in accordance with JustOrder.Today's terms and policies before listing the item on the JustOrder.Today's platform. Below is a non-exhaustive



guideline on prohibited and restricted items that are not allowed for sale on the JustOrder.Today's platform. JustOrder.Today will update this guideline from time to time where necessary. Please read this terms regularly for updates.

- I. In violations of this prohibited and restricted items policy, the Merchant/Seller may subject to a range of adverse actions, including but not limited to any or all of the following:
  - Account suspension
  - Account termination
  - Limits placed on account
  - Item deletion
  - Legal actions
- II. List of prohibited and restricted items
  - Firearms, weapons such as replicas, pepper spray, and stun guns, etc.;
  - Alcohol (a valid license must be submitted to, and approved by, JustOrder.Today);
  - Prohibited Food: To ensure safety of our Users, Merchants/Sellers may not list the following food and food-related items on the JustOrder.Today's platform:
    - a) Listings containing medicinal claims - that is, a claim that the item is intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans and/or animals, contraception, inducing anaesthesia or otherwise preventing or interfering with the normal operation of a physiological function, whether permanently or temporarily, and whether by way of terminating, reducing or postponing, or increasing or accelerating, the operation of that function or in any other way (for example, pharmaceutical drugs, contact lenses, misbranded dietary supplements);
    - b) Noxious food items - Food which contains any prohibited substances or substances in excess of permitted proportions, adulterated food without fully informing Buyer at the time of sale of the nature of the transaction;

- c) Non-pasteurised dairy products;
  - d) Wild mushrooms; and
  - e) Any other food items hazardous to human health.
- Animal and wildlife products (including, without limitation, wild animals);
  - Antiquities and artefacts;
  - Used cosmetics;
  - Counterfeit currency and stamps;
  - Debit and credit cards;
  - Currency or credits including, without limitation, digital currency or credits, and store value cards;
  - Drugs, pharmacy-only medicines, prescription-only medicines, drug-like substances and associated paraphernalia. For more information, please visit <https://www.pharmacy.gov.my/v2/en/apps/iklan>
  - Telecommunication equipment that has not been registered with the Malaysian Communications and Multimedia Commission (MCMC);
  - Electronic surveillance equipment and other similar electronic equipment such as cable TV, traffic signal control devices, radar scanners, de-scramblers, wiretapping devices and telephone bugging devices;
  - Embargoed goods;
  - Food not mentioned under the Prohibited Food category above must adhere to these minimum standards and guidelines:
    - a) Expiration dates – an expiration or “use by” date must be labelled on all food items clearly and properly. Expired food items must not be listed.
    - b) Sealed containers – all food and related products sold on the JustOrder.Today’s platform should be packaged or sealed to ensure that Buyer can identify evidence of tampering or defect; and
    - c) Perishable food items – Merchants/Sellers who list perishable items should clearly identify in the item description the steps that they will take to ensure that the goods are properly packaged.
  - Government or Police related items such as uniforms, badges, or insignia;

- Lock-picking devices;
  - Human parts or remains;
  - Pesticides;
  - Lottery tickets;
  - Services: Unless expressly allowed by JustOrder.Today, the provision of services, including but not limited to services that are sexual, illegal in nature or in violation of the terms of Service, are prohibited on the JustOrder.Today's platform;
  - Potentially infringing items: Items including but not limited to counterfeit items, replicas, and unauthorized copies of an item or product which may be in violation of certain copyrights, trademarks, or other intellectual property rights of third parties;
  - Slot machines;
  - Shares, stock, other securities and stamps;
  - Recalled items;
  - Obscene, seditious or treasonous materials;
  - Tobacco or tobacco-related products, including but not limited to electric cigarettes/e-juices that contain nicotine;
  - Books, publications, films, videos and/or video games that do not comply with applicable laws in the country of sale and/or delivery;
  - Stolen goods;
  - Mislabeled goods; and
  - Any other items that are, or that contain components that are (i) illegal or restricted in the jurisdiction of the Buyer and/or the Merchant/Seller or which otherwise encourage illegal or restricted activities, or (ii) determined by any governmental or regulatory authority to pose a potential health or safety risk.
3. Seller/Merchant warrants that the items to be delivered by third party delivery services does not contain or constitute:
- (i) Any type of live animals, hunted animals, part of animals such as ivory, sharksfin or any other items which are made or processed from animal part, including other items which

are not for human consumption and prohibited items according to treaty and or applicable laws and or customs of Malaysia;

(ii) Human organs, ashes, bones, blood;

(iii) Firearms, ammunition, explosive material, ignitions equipment of all kinds such as gunpowder, etc;

(iv) Illegal items, such as counterfeit or prohibited products, illegal drugs or addictive substances, illegal property or any materials which are against the laws, regulations or rules stipulated by federal, state or local government of every country, including the materials which the users have legal right of possession but are not allowed to partially or entirely move or send to other places;

(v) Sharp or hazardous object such as knives, swords, spears, daggers, etc;

(vi) Flammable materials of all kinds such as LPG, NGV, etc

4. Seller/Merchant shall properly manage and ensure that relevant information such as the price and the details of items, inventory amount and terms and conditions for sales is updated on Seller's listing and shall not post inaccurate or misleading information.
5. The price of items for sale will be determined by the Seller/Merchant at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc and Seller/Merchant shall not charge Buyer such amount additionally and separately.
6. Seller/Merchant agrees that JustOrder.Today may at its discretion engage in promotional activities to induce transactions between Buyer and Seller/Merchant by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustment is applied to.
7. For the purpose of promoting the sales of the items listed by Seller, JustOrder.Today may post such items (at adjusted price) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign) operated by JustOrder.Today.
8. Seller/Merchant shall issue receipts, credit card slips or tax invoices to Buyer on request.
9. Seller/Merchant acknowledges and agrees that Seller/Merchant will be responsible for paying all taxes, customs and duties for the item sold and JustOrder.Today cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.

## 10. *Complaints*

Any complaints between Third Party Providers (Sellers/Merchants) and Users (Buyers) must be taken up with each other directly. If the dispute is notified to JustOrder.Today, JustOrder.Today will attempt in good faith to facilitate resolution of the dispute but is under no obligation to resolve the same. You release JustOrder.Today from any claims, demands and damage arising out of your disputes with third party or users of our Services.

## 11. *Return & Refund Policy*

Any return or refund requests raised by Users (Buyers) must be taken up between the Third Party Providers (Sellers/Merchants) and Users (Buyers) accordingly. Each individual Seller/Merchant shall provide their own return & refund policy respectively when configuring their shop's website using JustOrder.Today's platform.

## 12. *Advertisements and Third Party Links*

1. The JustOrder.Today Platforms may contain advertisements and promotions from third parties or otherwise links to third party websites.
2. JustOrder.Today may rely on third party advertising to subsidise the costs of operation of the JustOrder.Today Platforms as well as to generate additional revenue.
3. By accessing and using the JustOrder.Today Platforms, you hereby agree and consent to receive such third-party advertisements, promotions, and website links. If you do not wish to receive the aforesaid, you shall notify JustOrder.Today in writing or otherwise in any manner as may be determined by JustOrder.Today. JustOrder.Today reserves the rights to charge you a fee or to deny you from using the services and features on the JustOrder.Today Platforms should you choose not to receive these third-party advertisements, promotions, and website links.

4. You agree that your reliance on the advertisements and promotions, and your access and use of the third-party websites shall solely remain at your own risk. JustOrder.Today does not endorse any third-party advertising and promotional materials, or contents, products and services provided on third party websites; or have any form of co-operation whatsoever with such third parties unless otherwise specified. JustOrder.Today makes no representations or warranties of any kind in respect of the advertisements, promotions, and websites from such third parties.
5. Your correspondence, business dealings or contractual arrangements with, or participation in promotions of, such third parties are solely between you and such third parties. You agree that JustOrder.Today shall not be held responsible and liable, directly or indirectly, for any loss or damage of whatsoever kind arising out of such dealings or participation; or your access and use of the third-party websites or any transaction related thereto. You further agree that the terms and conditions apply on the advertisements, promotions and the websites from the third parties may differ from those applicable to the JustOrder.Today Platforms.

## 13. *Intellectual Property*

JustOrder.Today and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Software and/or the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. The Terms & Conditions do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Software and/or the Application, or any intellectual property rights owned by JustOrder.Today and/or its licensors. JustOrder.Today's name, JustOrder.Today's logo, the Service, the Software and/or the Application and the third-party transportation providers' logos and the product names associated with the Software and/or the Application are trademarks of JustOrder.Today or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term the Software and the Application herein shall include its respective components, processes and design in its entirety.

## 14. *Disclaimer of Warranties*

1. The Application, its content and any related service(s) is provided to you on an “as is” basis. JustOrder.Today makes no representations or warranties of any kind, express or implied, in connection with the Software, Application, Platform, Service, these Terms & Conditions, the content or any related service(s). Although we make reasonable efforts to keep the Application up-to-date, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. We shall not be liable for any direct, indirect or consequent loss arising from the modifications or amendments to the Software, Application, Platform, Service, or Terms & Conditions.
2. JustOrder.Today makes no representation or warranty of any kind whatsoever, express or implied, in respect of Solutions provided by Third Party Providers or any Solutions procured through the use of the Service. You agree that you shall bear all risk arising out of your use of the Service and any Solution provided by Third Party Providers and shall have no recourse to JustOrder.Today in respect of the same.

## 15. *Restrictions*

JustOrder.Today reserves the right to restrict conduct and/or take measures against such conduct, which JustOrder.Today shall at its sole discretion deems to be harmful, unacceptable or offensive to other users for any reason or no reason whatsoever or adversely affects the administration of JustOrder.Today in respect of the JustOrder.Today Platforms in any manner whatsoever.

## 16. *System Breakdown*

1. JustOrder.Today may block, suspend, close or cancel any sale or promotion if the system is damaged or interfered with or if a system error occurs which has or may have an effect on the course of the sale or promotion. Where a sale or promotion cannot be restored, the remedy available to the Seller/Merchant may be the reimbursement of the payment made by Buyer when purchasing through direct dealings between the Seller/Merchant and Buyer.

2. JustOrder.Today shall not be liable or responsible for any loss, damage (whether special or consequential), embarrassment, goodwill, cost and expense incurred or suffered by you by reason of or in connection with the following: -
  - (i) any failure or delay in transmission, interruption, error, omission or breakdown of any equipment, system, server software or terminal of the JustOrder.Today Platforms;
  - (ii) interference by computer virus, corrupted data, malfunctions;
  - (iii) failure or delay due to any cause beyond the control of JustOrder.Today including but not limited to causes like strikes, industrial action, civil disturbances, flood, earthquake, landslides or acts of God or computer, electronic, communications or electrical systems failures of any nature whatsoever, breakdown, interruptions, non-supply, failure in the supply of electricity or power for any length of time;
  - (iv) any operation malfunction or defect of your computer terminal, systems or software used in accessing the JustOrder.Today Platforms;
  - (v) any access, use or inability to access or use of the JustOrder.Today Platforms.
  - (vi) JustOrder.Today reserves the right to investigate and take legal action against you if you are suspected to have caused the service breakdown while using the JustOrder.Today Platforms.

## 17. *Indemnity*

1. You agree and covenant to fully indemnify and hold harmless JustOrder.Today, its subsidiaries, affiliates, shareholders, directors and employees from and against all claims, demands, liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements (including but not limited to legal fees) of any kind whatsoever arising from



your access and use of the JustOrder.Today Platforms including any data or content transmitted to or received by you.

2. JustOrder.Today does not and will not assess the suitability, legality or ability of any third party, service provider, retailer, advertiser and/or sponsor and you agree and covenant to fully indemnify and hold harmless JustOrder.Today, its subsidiaries, affiliates, shareholders, officers, directors, and employees from and against all claims, demands, liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements (including but not limited to legal fees) of any kind whatsoever which may be imposed on and incurred by JustOrder.Today arising from or in any way related to any third party, service provider, retailer, advertiser and/or sponsor.
3. You agree and covenant to fully indemnify and hold harmless JustOrder.Today, its subsidiaries, affiliates, shareholders, officers, directors, and employees from and against all claims, demands, liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements (including but not limited to legal fees) of any kind whatsoever which may be imposed on, incurred by JustOrder.Today arising out of the negligence, misconduct or breach of or any omission, delay or failure of your obligations under the Terms & Conditions herein.
4. JustOrder.Today will not be a party to any dispute or negotiation between you and any third party including service providers, retailers, advertisers and/or sponsors.
5. This indemnity by you herein shall survive the termination of your account or the blockage or prevention of the use of the JustOrder.Today Platforms.

## 18. *Exclusion of Liability*

1. JustOrder.Today, its subsidiaries, affiliates, shareholders, directors, and employees shall not in any event be liable to you or any party for any direct, indirect, punitive, incidental, economic, special, consequential or exemplary damages or losses of any type or kind (including without limitation damages for personal injury, emotional distress and loss of profits, goodwill, data, goods, or other intangible losses) that result from the use or inability to use the JustOrder.Today Platforms.

2. JustOrder.Today, its subsidiaries, affiliates, shareholders, directors, and employees assume no responsibility and liability for any loss and damage whatsoever or howsoever caused, either directly or indirectly, arising from:-
- (i) any error, mistake or inaccuracy of the content posted, uploaded or shared on the JustOrder.Today Platforms;
  - (ii) any loss, damage or injury arising out of, or in any way connect with the service, the platform, application and/or the software;
  - (iii) the use or inability to use the service, the platform, application and/or the software;
  - (iv) any reliance placed by you on the completeness, accuracy or existence of advertising or
  - (v) as a result of any relationship or transaction between you and any user, third party provider, merchant, advertiser or sponsor whose advertising appears on the website or is referred by the service, the application and/or the software even if JustOrder.Today and/or its licensors have been previously advised of the possibility of such damages;
  - (vi) any illegal access to or use of the JustOrder.Today Platforms by a third party;
  - (vii) reliance by you on any data or information made available through the JustOrder.Today Platforms;
  - (viii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus, bugs or other malicious, destructive or corrupting code, agent program or macros;
  - (ix) any act of JustOrder.Today that is not intentional or negligent;
  - (x) JustOrder.Today will not be a party to disputes, or negotiations of disputes between you and third-party provider including merchants, advertisers and/or sponsors.

## 19. *Service Termination*

1. You may terminate the use of the JustOrder.Today Platforms by closing or deleting your account. However, any contractual obligation incurred before the termination of the account shall remain in full force and effect until you completely discharge yourself by fulfilled any deliver or refund or paying for any outstanding delivery charge, if applicable.
2. JustOrder.Today may temporarily or permanently terminate or suspend your access to your account at any time without notice and without any obligation to give any reason therefore or if, at its sole discretion, it determines that you have engaged in any prohibited or unacceptable conduct and/or unlawful activity including but not limited to contravention of any of these Terms & Conditions.
3. JustOrder.Today may also suspend or close any account which has been dormant and/or inactive for more than twelve (12) months.

## 20. *Assignment*

This Terms & Conditions as modified from time to time may not be assigned by you without the prior written approval of JustOrder.Today but may be assigned without your consent by JustOrder.Today. Any purported assignment by you in violation of this section shall be void.

## 21. *Governing Law and Jurisdiction*

This Terms & Conditions shall be governed by **Malaysian** law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Terms & Conditions or the Service.

## 22. *Relationship*

Nothing contained in these Terms & Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise with JustOrder.Today.

## 23. *Severability*

If any provision of the Terms & Conditions is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

## 24. *No Waiver*

The failure of JustOrder.Today to enforce any right or provision in the Terms & Conditions shall not constitute a waiver of such right or provision.

## 25. *Entire Agreement*

This Agreement comprises the entire agreement between you and JustOrder.Today and supersedes any prior or contemporaneous negotiations or discussions.

## 26. *Suspension and Termination*

You agree that we may do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Application, or any portion of the Application (including access to your Account and/or the availability of any products or services), for any reason; (ii) to modify or change any applicable policies or terms; and (iii) to interrupt the operation of the Application or any portion of the Application (including access to your Account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. We shall not be required to compensate you for any suspension or termination.