

MYTHASIA TERMS OF SERVICE

(in relation to the supply of Hardware and Software Subscription)

Confidentiality Statement

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This **MYTHASIA TERMS OF SERVICE**, including all referenced schedules as set out herein (collectively, the “**Terms of Service**”), is a binding legal document between MythAsia Sdn. Bhd. (the “**Provider**”) and the Customer. By executing and submitting the Order Form(s) set out in **Schedule 1**, the Customer acknowledges that it has read, understood, and agrees to be bound by the Terms of Service. This Terms of Service supersedes all prior agreements, negotiations, and discussions between the Parties. In the event of any inconsistency or conflict between this Terms of Service and any purchase order, vendor onboarding document, procurement policy, procurement terms, service level document, or any other document issued by the Customer, this Terms of Service shall prevail. For the avoidance of doubt, no terms contained in any purchase order, procurement portal, vendor onboarding system, invoice reference, email communication, or other document issued by the Customer shall amend, override, or supplement this Terms of Service unless such amendment is expressly agreed in a written agreement signed by an authorized director of the Provider.

For the purposes of these Terms of Service, “**Customer**” shall mean existing customer of the Provider and/or the individual or entity executing and submitting the Order Form(s) in **Schedule 1** to the Provider.

The Provider and the Customer shall hereinafter be collectively referred to as the “**Parties**” and individually as a “**Party**”, as the context may require.

PART A: HARDWARE SUPPLY

1. MODES OF SUPPLY & DELIVERY

- 1.1 The Provider agrees to supply the Hardware to the Customer, whether by way of Sale and Purchase or Rental, in accordance with the selected mode of supply and model as specified in the **Schedule 1**, subject to the Customer’s payment of the Initial Payment as specified therein. If the specified Hardware model is unavailable, the Provider may, at its discretion, supply an alternative model of equivalent or higher specifications and quality at no additional cost to the Customer.
- 1.2 Subject to **Clause 1.1**, the Provider shall procure the delivery of the Hardware to the Delivery Address on the Delivery Date.
- 1.3 Where the Hardware is delivered to the Customer, risk of any loss, damage, or deterioration of the Hardware shall pass to the Customer upon the Hardware being unloaded at the Delivery Address. From such time onward, the Customer shall bear full responsibility for the Hardware, including any loss, damage, theft, misuse, or deterioration, regardless of whether the Hardware has been fully installed or commissioned. In the event that delivery is delayed due to the Customer's failure to provide access or necessary infrastructure, the risk of loss or damage shall be deemed to have passed to the Customer on the originally scheduled Delivery Date.
- 1.4 The Customer shall inspect the Hardware and notify the Provider in writing of any defects, damage, or non-conformity within twenty-four (24) hours from the time of delivery. Failing such notification within the stipulated period, the Hardware shall be deemed to have been accepted in good condition by the Customer.
- 1.5 Title to the Hardware:
 - (a) Sale and Purchase. Title shall pass to the Customer upon the signing of the delivery note for such delivery by the Customer or its authorized representative, and subject to the Provider’s receipt of full payment of the total purchase price for such Hardware.
 - (b) Rental. Title shall at all times remain with the Provider, and the Customer shall have no right, title or interest in the Hardware other than as a bailee for the Duration of the Rental.
- 1.6 The Provider shall provide the following services (as applicable) (collectively “**Hardware Services**”), unless otherwise stated in the **Schedule 1**, on the agreed date or period between the Provider and the Customer (the “**Service Date**”):
 - (a) Placement and Installation of the Hardware at the designated location;
 - (b) Basic setup and configuration of the Hardware for operational readiness;
 - (c) On-site functional testing to verify basic operability of the Hardware; and
 - (d) One-time on-the-spot training session for the Customer’s designated personnel on the use, functions,

and basic troubleshooting of the Hardware.

For the avoidance of doubt, if the Service Date is required to be changed or rescheduled for any reason attributable to the Customer, or for any reason that prevents the Provider from performing the Hardware Services (other than reasons solely caused by the Provider), which results in the Provider being required to attend on another occasion, the Customer shall bear any additional costs (including manpower, travel, accommodation, and logistics) incurred by the Provider for any rescheduled or repeat visit.

1.7 Upon completion of installation and set-up, the Hardware shall be deemed ready for use, and the Customer shall be entitled to inspect and test the Hardware during the UAT Period specified in **Schedule 1**. The Hardware shall be deemed accepted by the Customer upon the earlier of:

- (a) the expiry of the UAT Period, regardless of whether the Customer has signed the handover letter, in which case such expiry date shall constitute the Handover Date; or
- (b) the date on which the Customer signs the hardware handover letter provided by the Provider prior to the expiry of the UAT Period, in which case such signature date shall constitute the Handover Date and the UAT Period shall automatically terminate.
- (c) The Customer shall be entitled to inspect and test the Hardware during the UAT Period specified in Schedule 1, subject to the prevailing shorter period as defined in Schedule 2.

The Warranty Period and Duration for the Hardware shall commence from the Handover Date.

1.8 Where the Hardware is rented, the Customer shall take reasonable measures to safeguard, maintain, and keep the rented Hardware in good working order and normal operating condition throughout the Duration of the Rental, as at the condition on the Delivery Date. For the avoidance of doubt, ordinary wear and tear of the Hardware, and any defects or malfunctions that fall within the scope of the Warranty during the Warranty Period, shall be deemed acceptable and shall not constitute a breach of the Customer's obligations under this Terms of Service.

1.9 Subject to **Clause 1.8**, if the rented Hardware is damaged, lost, or rendered inoperable, the Provider may, at its sole discretion, require the Customer, within seven (7) days of written demand, to:

- (a) compensate the Provider for the cost of repairs and/or pay the replacement cost of the Hardware (based on the Provider's prevailing retail price list at the time of damage); or
- (b) purchase the Hardware at a discounted depreciated value determined by the Provider.

Failure to make such payment within the seven (7) day period shall constitute a material breach of this Terms of Service.

2. WARRANTIES

2.1 The Provider warrants that the Hardware shall be free from material defects in materials and workmanship under normal use during the Warranty Period, subject to **Clause 1.8**, the exclusions and limitations set out in **Clause 2.2**, and the timely settlement of all payments due by the Customer under this Terms of Service (the "**Warranty**").

2.2 The Warranty set out in this Terms of Service shall not apply to any defect or damage resulting from or arising out of any of the following:

- (a) Damage resulting from accident, misuse, negligence, or abuse of the Hardware or its components, including but not limited to the use of incorrect power supply or voltage, the use of incompatible, defective, or inferior accessories or peripherals, improper or insufficient ventilation, failure to follow the Provider's operating instructions, or any modifications or servicing carried out by a party other than the Provider or its authorised representatives;
- (b) Damage caused by a Force Majeure event;

- (c) Malfunction of the Hardware caused by external factors unrelated to the Hardware itself, including, but not limited to, electrical surges, power outages, environmental hazards, or any issues with the power supply
- (d) Defects resulting from excessive or abnormal use, physical wear and tear, or failure to perform reasonable and regular maintenance of the Hardware;
- (e) the moving, relocation or transportation of the Hardware from one geographic location to another or from one entity to another;
- (f) Cases where, upon inspection by the Provider, no trouble is found, or the reported error cannot be reproduced; and
- (g) Unauthorised tampering.

2.3 Subject to **Clause 2.2**, in the event of any defect, malfunction, or issue arising during the Warranty Period, the Customer shall promptly notify the Provider in writing. Upon such notification, the Provider shall, within a reasonable timeframe, arrange for the necessary repair or replacement of the defective Hardware, at the Provider's sole discretion and at no additional cost to the Customer.

2.4 Any repair, replacement, or maintenance service requested after the expiry of the Warranty Period, or in respect of issues not covered under the Warranty, shall be subject to additional charges, which shall be separately quoted by the Provider.

PART B: SOFTWARE SUBSCRIPTION

3. GRANT OF RIGHTS

3.1 Subject to the Customer's timely payment of the applicable subscription fees as set out in **Schedule 1**, the Provider grants the Customer a limited, non-exclusive, non-transferable, and revocable license to access and use the Software Services solely for the operation of the Hardware supplied under this Terms of Service, and Customer's personal computer(s), including laptops, desktops, or other computers within the Customer's organization (if applicable).

3.2 Upon successful installation, the Software Services shall be deemed to have entered into pre-production status for the purpose of UAT, and the Customer shall be entitled to test the Software Services during the UAT Period specified in Schedule 1. The Software Services shall enter into full production status upon the Handover Date.

3.3 The Software Services shall be deemed accepted by the Customer upon the earlier of:

- (a) the expiry of the UAT Period, regardless of whether the Customer has signed the handover letter, in which case such expiry date shall constitute the Handover Date; or
- (b) the date on which the Customer signs the handover letter provided by the Provider prior to the expiry of the UAT Period, in which case such signature date shall constitute the Handover Date and the UAT Period shall automatically terminate.
- (c) The Duration under this Terms of Service shall commence from the Handover Date.
- (d) The Customer shall be entitled to inspect and test the Hardware during the UAT Period specified in Schedule 1, subject to the prevailing shorter period as defined in Schedule 2.

4. USE OF SOFTWARE SERVICES

4.1 The Provider shall provide the Customer with access to use the following services solely in connection with the Hardware supplied by the Provider ("**Software Services**"):

- (a) Providing access to all modules and features included in the selected subscription plan, including without limitation the kiosk operating software, booking and check-in/check-out modules, payment gateway integration, identity verification systems, reporting dashboards, remote monitoring tools, content management interfaces, and any other related applications, features, or functionalities;
 - (b) Delivering periodic updates, upgrades, and enhancements to the Software Services during the Duration, subject to the following:
 - (i) Minor updates (including bug fixes, security patches, and performance improvements) shall be provided as part of the Software Services at no additional cost; and
 - (ii) Major upgrades or new features (including additional modules, significant enhancements, or new functionalities) shall be made available to the Customer at an additional charge, and the Customer may elect whether or not to subscribe to such upgrades or features.
 - (c) Providing standard technical support only upon prior appointment and arrangement with the Provider, subject to **Clause 5.1**.
 - (d) The Provider reserves the right to implement an automated lockout or suspension mechanism that restricts access to the Software Services if any payment remains overdue for more than seven (7) days. Such suspension shall not be deemed a breach of contract by the Provider nor shall it relieve the Customer of its obligation to pay the full fees for the suspension period.
 - (e) Service Levels and Support Commitment, unless expressly stated in a separately executed Service Level Agreement (SLA) signed by both Parties, all support services, response timelines, system availability targets, and resolution estimates provided by the Provider are strictly on a best-effort basis and shall not constitute guaranteed service levels. The Customer acknowledges that the Software Services operate over the internet and rely on multiple external infrastructure providers including cloud hosting providers, telecommunications networks, third-party APIs, and payment gateway providers. As such, the Provider does not guarantee uninterrupted availability of the Software Services. Any statements regarding response time, resolution time, or system availability shall be treated as operational targets only and shall not give rise to any service credits, penalties, damages, or financial liability unless expressly agreed in a separate written SLA executed by both Parties. For the avoidance of doubt, the absence of an SLA shall mean that no service level penalties, credits, or compensation obligations shall apply.
- 4.2 The Customer shall provide access to the necessary infrastructure systems via remote connection, as may be required to execute the engagement, and shall adhere to the stipulated processes for escalating issues and concerns to the Provider.
- 4.3 The Customer is solely and exclusively responsible for resolving any disputes arising from its use of the Software Services, including but not limited to disputes with hotel guests, payment processors, or third-party service providers. The Provider shall not be liable for any loss, damage, or claim arising from Data, customer interactions, payment disputes, or failures of any third-party systems, integrations, or services. The Customer shall have no claim against the Provider in respect of any such matters.
- 4.4 The Provider reserves the right, at any time and from time to time, to modify, suspend, or discontinue, temporarily or permanently, the Software Services (or any part thereof), with or without notice, if:
- (a) system upgrades, maintenance, technical work, improvements, or other operational requirements arise;
 - (b) the Customer fails to pay any applicable fees (including those relating to Hardware or Software Subscription) when due;
 - (c) the Customer breaches **Clause 5 (Right and License Restrictions)** or any other material provision of this Terms of Service; or

- (d) continued access would, in the Provider's reasonable opinion, cause legal or security risks.
- (e) the Customer's use of the Service poses a security threat to the Provider's infrastructure or other customers, or in the event of an emergency security incident, in which case the Provider shall have the right to suspend Services immediately and without prior notice.

4.A THIRD-PARTY SOFTWARE

4.A.1 Where the Software Services incorporate, include, or interface with any third-party software, systems, or services ("Third-Party Software"), such Third-Party Software shall be subject to the applicable license terms and conditions of the relevant third-party licensor, whether provided separately, included with the Software Services, or contained in the setup or installation process of such Third-Party Software.

4.A.2 The Customer acknowledges and agrees that:

- (f) the license restrictions and usage rights in this Terms of Service do not apply to Third-Party Software to the extent they are inconsistent with the applicable third-party licence terms;
- (g) the Customer shall comply with all applicable third-party licence terms for such Third-Party Software; and
- (h) the Provider makes no warranties and accepts no liability in respect of any Third-Party Software, except to the extent expressly required by law.
- (i) Any discontinuation, incompatibility, policy change, delay, API restriction, or technical limitation imposed by any third-party provider shall not relieve the Customer from any payment obligation under this Agreement.

4.B CUSTOMIZATION SERVICES

4.B.1 The Provider may, at the Customer's request and subject to separate fees and terms agreed in writing, provide customization services to the Software, including but not limited to:

- (a) development and installation of new features or enhancements, and/or
- (b) integration of Third-Party Software or systems, provided that the Customer shall procure and secure the necessary licenses and/or access of the Third-Party Software, and ensure that relevant third-party personnel cooperate with the Provider's schedule and requirements. For the avoidance of doubt, any delay or failure caused by the Third-Party Software, its personnel, or lack of access shall not constitute a default by the Provider.

4.B.2 Any request by the Customer that deviates from the standard out-of-the-box features of the Software shall be deemed a Customization Service. The Provider's refusal to develop a specific requested feature shall not be a ground for the Customer to withhold any payments.

4.C THIRD-PARTY DEPENDENCIES

4.C.1 The Provider shall not be responsible or liable for the performance, availability, security, compatibility, or functionality of any third-party systems, integrations, payment gateways, government systems, APIs, telecommunications networks, cloud infrastructure providers, or external service providers. The Customer acknowledges that the Software Services depend on multiple external systems and infrastructure that are not controlled by the Provider. Any downtime, interruption, modification, suspension, incompatibility, pricing change, API restriction, or termination imposed by such third parties shall not constitute a breach of this Terms of Service.

The Provider shall have no obligation to modify, redesign, or re-engineer the Software Services to accommodate changes imposed by any third-party system unless separately agreed as a paid customization service. Any failure, modification, downtime, or restriction imposed by such third parties shall not constitute a breach by the Provider nor affect the Customer's payment obligations.

4.D CUSTOMER COOPERATION

- 4.D.1 The Customer shall provide timely cooperation, personnel, approvals, testing resources, system access, and decisions reasonably required by the Provider to complete the implementation. Any delay caused by the Customer's failure to provide such cooperation shall not constitute a delay by the Provider, shall not postpone Project Completion, and shall not affect any payment obligation.

5. RIGHT AND LICENSE RESTRICTIONS

- 5.1 Except as expressly permitted under this Terms of Service, the Customer shall not, and shall not permit any third party to:
- (a) separate the component programs of the Software for use on multiple devices (except those authorized under **Clause 3.1**);
 - (b) adapt, alter, publicly display or perform, translate, embed into other products, or create derivative works of, or otherwise modify, the Software;
 - (c) sublicense, lease, rent, loan, transfer or otherwise distribute the Software to any third party;
 - (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except as permitted by applicable law or to the extent necessary to debug changes to third-party LGPL-licensed libraries used in the Software;
 - (e) remove, alter, or obscure any proprietary notices in the Software, or related documentation; or
 - (f) allow third parties to access or use the Software, including without limitation in any application service provider, service bureau, or time-sharing arrangement.
- 5.2 The Customer acknowledges and agrees that the Provider shall not be liable to the Customer or to any third party for any loss, damage, cost, or expense arising from any breach of this **Clause 5.1** by the Customer. The Customer further warrants that it shall indemnify, defend, and hold harmless the Provider, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with any breach of this **Clause 5.1**.

6. PROPRIETARY RIGHTS AND DATA USAGE

- 6.1 The Customer acknowledges and agrees that the Software, including without limitation their structure, sequence, organization, source code, object code, and any accompanying documentation, contain valuable trade secrets and proprietary information belonging to the Provider, whether they exist in Malaysia or elsewhere, and whether they were created before or after the issuance, publication, or revision of this Term of Service. All rights, title, and interest in and to the Software, including all associated intellectual property rights, are and shall remain the exclusive property of the Provider. For the avoidance of doubt, any customization, configuration, or enhancement performed under Clause 4.B, regardless of whether specifically paid for by the Customer, shall be deemed a "derivative work" and the intellectual property rights thereof shall vest solely and exclusively in the Provider upon creation.
- 6.2 The Customer acknowledges that the Software is licensed, not sold or any intellectual property rights therein, is transferred to the Customer under this Terms of Service. All intellectual property rights in and to the Software shall remain at all times the exclusive property of the Provider.
- 6.3 The Customer shall not acquire any rights in or to the Software except as expressly set forth in this Terms of

Service, whether by implication, estoppel, or otherwise. All copies of the Software, regardless of form or medium, shall remain the property of the Provider.

6.4 Data Usage.

- (a) The Customer acknowledges and agrees that, in connection with the provision of the Software Services, the Provider shall have the right to collect, store, use, process, transmit and disclose any information provided by the Customer or generated through the Customer's use of the Software Services ("**Customer Data**") for any business purpose related to the Software Services, in accordance with applicable data protection laws, including but not limited to:
 - (i) provision, operation, and maintenance of the Software Services;
 - (ii) account management and customer support;
 - (iii) development, improvement, and enhancement of the Software Services, including the right to use anonymized, aggregated, and de-identified Customer Data for the purposes of analytics, diagnostics, system optimization, and the training and improvement of machine learning models and artificial intelligence systems. For the avoidance of doubt, such data shall not include personally identifiable information in its identifiable form unless permitted by applicable data protection laws. The Provider shall implement reasonable measures to ensure that such data is anonymized prior to use in any machine learning or artificial intelligence processes.;
 - (iv) marketing, research, analytics, and business development purposes; and
 - (v) compliance with applicable laws, regulations, or lawful requests.
- (b) The Customer expressly consents to such collection, storage, use, and disclosure of Customer Data and agrees that the Provider shall not be liable for any loss, damage, or claim arising out of or in connection with such use, provided it is in accordance with this Terms of Service.
- (c) The Customer warrants that it has obtained all necessary consents from data subjects (including but not limited to hotel guests) in accordance with applicable data protection laws before collecting, processing, or transmitting such data through the Software Services. The Customer shall indemnify and hold the Provider harmless against any claims or penalties arising from the Customer's failure to obtain such consents. The Provider shall act solely as a data processor in respect of Customer Data processed through the Software Services. The Customer shall remain the sole data controller and shall be responsible for determining the purposes and means of processing such data. The Customer shall ensure that it has obtained all necessary lawful bases, notices, and consents required under applicable data protection laws prior to submitting or processing any personal data through the Software Services.
- (d) The Customer acknowledges that NO DATA TRANSMISSION OVER THE INTERNET OR STORAGE SYSTEM IS 100% SECURE. While the Provider implements industry-standard security measures, it DOES NOT GUARANTEE THE ABSOLUTE SECURITY OF CUSTOMER DATA. The Provider shall not be liable for any unauthorized access, hacking, or data breaches caused by third parties or factors beyond the Provider's reasonable control.
- (e) Cybersecurity and System Security Disclaimer, the Customer acknowledges that cybersecurity threats continuously evolve and that no internet-based system can be guaranteed to be completely secure. The Provider shall not be liable for any loss, damage, liability, or disruption arising from hacking, cyberattacks, malware, ransomware, phishing attacks, distributed denial-of-service attacks (DDoS), unauthorized access, or other malicious activities carried out by third parties. The Customer shall be responsible for maintaining appropriate internal security practices, including safeguarding login credentials, controlling user access permissions, securing internal networks, and ensuring that its personnel follow reasonable security procedures when accessing the Software Services. Any security incident resulting from compromised Customer credentials, internal misuse, or insecure customer

infrastructure shall not constitute a breach of this Terms of Service by the Provider.

- 6.5 The Customer further acknowledges that certain Customer Data may be disclosed to the Provider's affiliates, partners, and third-party service providers as reasonably required for the above purposes, subject to such parties being under confidentiality obligations shall process Customer Data strictly in accordance with applicable data protection laws.
- 6.6 The Provider retains full discretion with respect to the retention and deletion of Customer Data, except where otherwise required by applicable law.
- 6.7 Any feedback, suggestions, or ideas provided by the Customer regarding the Software Services shall become the sole property of the Provider, and the Provider may use them without any obligation to the Customer.

7. DISCLAIMER OF WARRANTIES

- 7.1 Except as expressly provided in this Terms of Service, the Software and Software Services are provided on an "AS IS" and "AS AVAILABLE" basis, WITH ALL FAULTS. To the maximum extent permitted by applicable law, the Provider expressly disclaims all warranties, representations, and conditions of any kind, whether express, implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, accuracy, completeness, or quiet enjoyment. The Provider does not warrant that the Software or Software Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components, nor that any defects will be corrected. The Customer acknowledges that the Software Services operate over the internet and may rely on third-party infrastructure, cloud hosting providers, telecommunications networks, payment gateways, and external integrations. As such, temporary downtime, delays, or service interruptions may occur due to maintenance, system upgrades, security patches, network disruptions, or third-party service dependencies. Such temporary interruptions shall not constitute a breach of this Terms of Service. The limitations and exclusions of liability set out in this Section shall apply to all claims and causes of action, whether arising in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise.
- 7.2 No oral or written information or advice given by the Provider or its authorised representatives shall create any warranty not expressly stated in this Terms of Service. To the maximum extent permitted under applicable law, the Customer assumes all risks associated with the use of the Software.
- 7.3 Cloud Infrastructure and Maintenance, the Customer acknowledges that the Software Services are cloud-based services that rely on shared infrastructure, internet connectivity, and third-party service providers including cloud hosting providers, telecommunications networks, and integrated third-party systems. Scheduled maintenance, emergency maintenance, system upgrades, security patches, and infrastructure adjustments may result in temporary service interruptions or reduced system performance. Such temporary interruptions shall not constitute a breach of this Terms of Service provided that the Provider uses commercially reasonable efforts to maintain overall service availability.

PART C: OTHERS

8. ORDER AND PAYMENT

- 8.1 The Customer may place an order by executing and submitting the Order Form(s) set out in **Schedule 1** to the Provider. Once acknowledged by the Provider, the Order Form(s) shall constitute a binding order and this Terms of Service shall become binding between the Provider and the Customer. The Order Form(s) may not be cancelled or amended by the Customer without the Provider's prior written consent, except that the Customer may cancel the order within fourteen (14) days of such acknowledgement by giving written notice to the Provider (the "**Cooling-Off Period**").

For the avoidance of doubt, the Cooling-Off Period shall automatically expire upon the earlier of:

- (a) the expiry of the fourteen (14) days; or
- (b) the Customer making any payment in respect of the Order Form(s).

- 8.2 Upon expiry of the Cooling-Off Period, the Customer shall no longer have the right to cancel the order. Any cancellation of the order thereafter, unless expressly permitted in writing by the Provider, shall constitute an event of default and shall entitle the Provider to terminate this Terms of Service with immediate effect. In such event, the Provider shall be entitled, without prejudice to any other rights or remedies available at law or in equity, to:
- (a) retain any payments made by the Customer on account of the order as agreed contractual charges;
 - (b) declare that all outstanding amounts payable under this Terms of Service, including amounts attributable to the unexpired term of the order, shall immediately become due and payable in full;
 - (c) claim for all losses, costs and expenses incurred arising from or in connection with such default, and
 - (d) pursue any other remedies including but not limited to specific performance.
- 8.3 The Customer shall make the Initial Payment and the Refundable Deposit to the Provider's designated bank account, or in cash, within twenty-one (21) days from the date the Order Form(s) is acknowledged by the Provider, or on any other date mutually agreed in writing by the Parties.
- 8.4 The Balance Payment shall be paid by the Customer in instalments in accordance with the Payment Terms until the Balance Payment is fully repaid. The Customer shall make each instalment payment within three (3) days from the date of issuance of the relevant invoice and/or on the first (1st) day of each calendar month, whichever is applicable, and the Customer may, at its option, make early or advance payment of any instalment(s) without penalty, and any such payment shall be applied towards the outstanding Balance Payment.
- 8.5 The Customer shall make prompt payment of all fees and charges in accordance with the amounts and due dates specified in the applicable Order Form. All payments under this Terms of Service shall be made by way of cash, cheque, and/or bank transfer, as may be agreed by the Provider. All fees are based on the provision of a single, cohesive system architecture and access rights. The subscription is not divisible into individual modules, specific interfaces, or partial service periods, regardless of individual usage status or activation. The Customer acknowledges that the subscription fee covers the availability of the platform as a whole.
- 8.6 In the event of any delay in payment by the Customer beyond its due dates, and such delay exceeds seven (7) days, the Provider reserves the right to impose late payment interest in accordance with **Clause 8.11**, calculated on a daily basis from the due date until the date full payment is received. Such interest shall accrue both before and after judgment.
- 8.7 The total amount stated under the Order Form(s) is exclusive of Sales and Service Tax (SST) or any other tax at such rate as may be imposed, increased, or reduced by the relevant authorities from time to time (the "**Service Tax**"), as well as any other applicable taxes imposed by the government from time to time. All such applicable or chargeable taxes shall be borne by the Customer.
- 8.8 **Project Completion & Scope Fulfilment**
Project completion ("Project Completion") shall be deemed achieved upon the Provider's completion of its contractual scope of work, including but not limited to system readiness, configuration, documentation delivery, system handover, and training, regardless of whether the Client has commenced full operational use of the Hardware and/or Software Services.
Any integration, connection, or interoperability with third-party systems, payment gateways, access control systems, government systems, or external vendors shall be dependent on the timely cooperation, access, approvals, and responses of the Client and/or such third parties.
Failure, delay, suspension, or non-responsiveness by the Client or any third party shall not prevent, invalidate, or defer Project Completion, nor shall it constitute non-performance, breach, or default by the Provider. Project Completion shall be deemed to have occurred upon the Provider issuing a written Project Completion Notice, email, implementation completion notice, or any written communication confirming that the contractual scope has been completed.
- 8.9 **Integrated Platform Subscription Structure**

The Customer acknowledges and agrees that the Software Services, platform environment, database architecture, integration framework, APIs, interface capabilities, infrastructure components, and related functionalities are provisioned as part of an integrated and unified system environment. Accordingly, the subscription fees are based on the overall system architecture, service availability, platform provisioning, and infrastructure readiness, and are not calculated, allocated, or charged on a per-module, per-feature, activation, transaction, or usage basis. The non-usage, partial usage, deactivation, suspension, operational preference, or discontinuation of any specific module, integration, feature, interface, or functionality by the Customer shall not entitle the Customer to any fee reduction, deduction, refund, credit, repricing, or adjustment of the applicable subscription fees. The Provider's obligation shall be satisfied upon making the relevant functionality, module, interface, or integration available in accordance with the agreed implementation scope, regardless of whether the Customer elects to activate, utilise, or operationally deploy such functionality.

8.10 Unconditional Payment Obligation

All payment milestones, instalments, and Balance Payments shall remain fully due and payable in accordance with the applicable Order Form(s), notwithstanding any delay, suspension, or non-completion arising from:

- (a) the Client's failure or delay in providing information, data, system access, approvals, confirmations, or decisions;
- (b) the failure, delay, or non-responsiveness of any third-party vendor, system provider, financial institution, authority, or service provider; or
- (c) the Client's decision to pause, postpone, or not proceed with system go-live after Project Completion.

The Client expressly agrees that successful third-party integration, system interoperability, or actual go-live shall not be a condition precedent to the Provider's entitlement to receive full payment.

8.11 Customer Review Obligation

Upon notification by the Provider that the applicable deliverables are ready for User Acceptance Testing (UAT), review, or Project Completion, the Customer shall complete its review, testing, and provide written feedback within seven (7) Business Days.

Any feedback shall clearly identify the alleged Material Defects together with sufficient supporting information reasonably required for the Provider to reproduce and assess such defects.

Failure by the Customer to provide such written feedback within the above period shall not delay Project Completion, affect any payment obligation, or extend the UAT Period, and Clause 8.12 (Deemed Acceptance) shall apply automatically.

8.12 Deemed Acceptance for Payment Purposes

The deliverables shall be deemed accepted upon the earlier of: (a) the expiry of the UAT Period specified in Schedule 1; or (b) seven (7) Business Days following the notification of Project Completion if no written objection specifying Material Defects is received. Upon such deemed acceptance, the corresponding payment milestones shall become immediately due and payable without further notice. The UAT review process shall be conducted in accordance with Schedule 3 (Implementation & UAT Procedure).

8.13 Payment Default Consequences (Enforcement Rights)

If any payment remains outstanding for more than seven (7) days from its due date, the Provider reserves the right, without liability and without prejudice to any other rights or remedies, to:

- (a) suspend or disable access to any system, software, kiosk, or services provided;
- (b) suspend all support, maintenance, updates, and technical assistance;
- (c) restrict access to data, reports, or system functionalities;
- (d) terminate this Agreement upon written notice; and/or
- (e) take any necessary steps to protect its commercial interests.
- (f) issue a single consolidated invoice for all remaining unpaid fees due for the unexpired Service Commitment Period, which shall become immediately due and payable without further notice.
- (g) Any suspension of the Services shall not constitute a waiver of the Provider's rights, termination of this Agreement, acceptance of any breach, or release of the Customer from any payment obligations under this Terms of Service.

8.14 Late Payment Interest

Any overdue amount shall accrue interest on a daily basis at the rate of 1.5% per month (or the maximum rate permitted by applicable law, whichever is lower), calculated from the due date until full payment is received. The Customer shall also be responsible for all professional fees and costs incurred by the Provider in recovering any overdue amounts, including but not limited to legal fees on a solicitor-and-client basis and debt collection agency charges.

8.15 Recovery Costs and Legal Fees

The Customer shall indemnify the Provider for all legal costs (on a solicitor-and-client basis) and collection costs incurred in enforcing any provision of this Terms of Service, regardless of whether a formal legal proceeding is initiated.

8.16 Pricing Adjustment

The Provider reserves the right to adjust subscription fees to reflect inflation, operational costs, and market conditions. Any such adjustment shall be reasonable and commercially justifiable. The Provider shall provide at least thirty (30) days' notice prior to such adjustment taking effect. For the avoidance of doubt, unless otherwise agreed in writing, such adjustment shall not exceed ten percent (10%) per annum.

8.17 No Set-Off, Withholding or Suspension of Payment

The Customer shall not withhold, delay, suspend, deduct, set off, or otherwise reduce any payment due to the Provider by reason of any dispute, dissatisfaction, alleged defect, pending rectification, technical issue, third-party delay, counterclaim, or any other matter whatsoever. All invoices issued by the Provider shall be paid in full in accordance with the applicable payment terms. Any dispute, claim, dissatisfaction, or request for rectification shall be raised and resolved separately and shall not affect, postpone, suspend, or reduce the Customer's absolute obligation to make timely payment. For the avoidance of doubt, the Customer shall not be entitled to exercise any right of equitable set-off, legal set-off, counterclaim, withholding, deduction, abatement, or similar remedy against any amount payable under this Terms of Service except where such right cannot lawfully be excluded under applicable law.

8.18 Change Requests

Any deliverables or modifications not expressly specified in the Order Form shall be treated as a Change Request, subject to separate scoping and additional fees.

8.19 Support Scope

Support is limited strictly to issues relating to the operation of the Software Services provided by the Provider. The Provider shall not be responsible for troubleshooting issues caused by third-party systems, network infrastructure, customer hardware, internet connectivity, payment gateway disputes, or user configuration errors. Any assistance provided by the Provider in relation to such matters shall be treated as goodwill support or professional services and may be chargeable.

8.20 Non-Refundability

All fees paid under this Terms of Service are non-refundable. All fees are based on the provision of system architecture and access rights, regardless of individual module utilization. No refunds, credits, or prorated adjustments shall be provided for any unused portion of the Services or specific modules, regardless of the reason for termination or suspension.

9. DURATION AND RENEWAL

9.1 The Services shall be subject to a minimum commitment period of three (3) years from the Service Commencement Date. Any reference to monthly or annual subscription, billing cycle, or pricing structure in any Order Form or invoice shall be construed strictly as billing arrangements only and shall not affect this minimum three (3) year commitment. Where any Order Form specifies a one (1) year or shorter period, such period shall be treated solely as an initial billing period; upon continuation of the Services beyond such initial period, the Agreement shall be deemed a full three (3) year contractual commitment. The Provider shall issue a reminder notice to the Customer at least thirty (30) days before the expiry of any Initial Term.

9.2 The Initial Term shall automatically renew, unless either Party provides written notice of non-renewal to the other Party at least thirty (30) Business Days prior to the expiry. The Customer's failure to provide such notice shall constitute an irrevocable commitment to pay the fees for the Renewal Term.

- 9.3 Upon the commencement of each new three (3) year Service Commitment Period, the Provider reserves the right to increase the fees by not less than seven percent (7%), or the prevailing Consumer Price Index (CPI), whichever is higher to reflect inflation and ongoing system infrastructure enhancements. The Provider shall provide at least thirty (30) days' notice prior to such adjustment taking effect.
- 9.4 The Customer acknowledges that the fees payable under this Terms of Service constitute a minimum committed contract value agreed between the Parties in consideration of the Provider's allocation of infrastructure resources, licensing capacity, technical provisioning, implementation effort, and long-term commercial commitment.
- 9.5 Continued access to or use of the Services following any renewal, pricing adjustment, policy update, or revised Terms of Service shall constitute the Customer's acceptance of the applicable fees, terms, conditions and shall constitute an irrevocable agreement to continue the applicable Service Commitment Period.

10. LIMITATION OF LIABILITY

- 10.1 Notwithstanding anything to the contrary in this Terms of Service or any Order Form, in no event shall the Provider be liable for any indirect, incidental, special, or consequential damages of any kind, including but not limited to loss of profits, loss of revenue, loss of data, or business interruption, regardless of the form of action. Furthermore, the total aggregate liability of the Provider arising out of or in connection with this Terms of Service, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, shall not exceed the LOWER OF: (A) the total fees actually paid by the Customer to the Provider for the specific service giving rise to the claim in the three (3) months preceding the event; OR (B) RM 5,000.00. This limit applies in the aggregate to all claims, regardless of the number of incidents or legal theories involved. This limitation of liability shall apply regardless of the number of claims, legal theories, or causes of action, and shall represent the Customer's sole and exclusive monetary remedy against the Provider. For the avoidance of doubt, the liability cap set out in this Clause shall apply in the aggregate to all claims arising out of or in connection with this Terms of Service, regardless of the number of claims, incidents, events, legal theories, or causes of action. The Customer acknowledges that the pricing of the Software Services reflects the allocation of risk set out in this Terms of Service, and that the Provider would not enter into this agreement or provide the Software Services without these limitations of liability.

11. INJUNCTIVE RELIEF

- 11.1 The Customer acknowledges and agrees that the Software contain valuable trade secrets, proprietary information, and confidential materials of the Provider. The Customer further acknowledges that any actual or threatened breach or violation of **Clauses 6, and 7** and the confidentiality obligations under this Terms of Service may cause immediate and irreparable harm to the Provider for which monetary damages may be inadequate.
- 11.2 Accordingly, the Provider shall be entitled, in addition to any other remedies available at law or in equity, to seek injunctive or other equitable relief (including interim or interlocutory relief) to prevent or restrain such breach or threatened breach, without the need to prove actual damages or post a bond or other security.

12. FORCE MAJEURE

- 12.1 If any party is prevented from performing any of its obligations under this Terms of Service due to a force majeure event (including, without limitation, fire, earthquake, war, natural disaster, government ban, hacker attack, computer virus attack, failure or service degradation of third-party cloud service providers or telecommunication backbones, etc.) which is not caused intentionally or negligently by any party, such failure shall not constitute a breach of this Terms of Service, provided that such party notify the other party in writing as soon as reasonably practicable and shall provide relevant certificates and supporting documents within seven (7) days after the end of the force majeure event.

13. NON-EXCLUSIVITY

- 13.1 Unless expressly stated otherwise in the in the **Schedule 1**, the supply of Hardware and Software under this

Terms of Service shall be non-exclusive, and nothing in this Terms of Service shall restrict the Provider from supplying the same or similar Hardware or services to other customer.

14. LIABILITY FOR BREACH OF TERMS

- 14.1 In the event of any of the circumstances set out below (each a “**Default**”), the Customer shall be deemed to be in default under this Term of Services:
- (a) the Customer fails to pay any amount due under this Terms of Service and such failure continues for more than seven (7) days after the relevant due date;
 - (b) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, dissolution or bankruptcy of the Customer or for the appointment of a liquidator;
 - (c) the Customer becomes insolvent or is unable to pay its debts or admits in writing its inability to pay its debts as they fall due in the normal course of business, or enters into any composition or arrangement with its creditors or makes a general assignment for the benefit of its creditors.
 - (d) the Customer commits a material breach of any provision of this Term of Services, including without limitation any breach of the confidentiality obligations set out herein;
 - (e) the Customer engages in any act or omission which, in the reasonable opinion of the Provider, is unlawful, unethical, or otherwise likely to adversely affect the reputation, goodwill, or legitimate business interests of the Provider; or
 - (f) any other event or circumstance occurs which, in the reasonable opinion of the Provider, materially and adversely affects the Customer’s ability to perform its obligations under this Term of Services.
- 14.2 Upon the occurrence of a Default, the Provider shall be entitled, without prejudice to any other rights or remedies available at law or in equity, and without further notice, to take one or more of the following actions (as applicable to the nature of the Default):
- (a) suspend or terminate the Rental services and repossess the Hardware;
 - (b) suspend or terminate the Software Services, including suspending and/or disabling the Customer’s access to the Software;
 - (c) declare that all amounts payable by the Customer under these Terms of Service shall, upon such event, become immediately due and payable in full without further demand.
 - (d) forfeit, in whole or in part, any Refundable Deposit paid by the Customer; and/or
 - (e) pursue any other remedies available at law or in equity.
- 14.3 If either Party breaches any other term or commitment under this Terms of Service (other than a Default under **Clause 14.1**), the non-defaulting party shall have the right to notify the defaulting party in writing and require the defaulting party to correct or rectify such breach within fourteen (14) Business Days.
- 14.4 The Customer acknowledges that any delay or failure in payment causes material commercial impact to the Provider. Accordingly, the Provider shall be entitled to enforce its rights (including service suspension and debt recovery) immediately upon a default under Clause 14.1, without the requirement to demonstrate actual loss or damage.
- 14.5 If the defaulting Party fails to correct or rectify the breach within the said period, the non-defaulting party has the right to immediately terminate the Rental services and/or Software Services (as applicable to the nature of the default) and require the defaulting party to compensate for the losses caused by its breach of contract, compensate the non-defaulting party for agreed contractual charges, and bear the liability and

expenses incurred by the non-breaching party in claiming rights in litigation, including but not limited to litigation fees, attorney fees, preservation fees, letter of guarantee insurance premiums, subject always to the limitations set out in **Clause 10.1** where applicable.

- 14.6 In addition, the Parties agree that payment of damages only may not be enough to compensate the losses of the non-breaching party and thus agree that claims may include compensation of equitable remedies, including but not limited to remedies for specific performance, injunctions, and any other relevant equitable remedies as parties may deem fit.

15. TERMINATION

- 15.1 Upon the expiry of the Initial Term (or the Renewal Term), neither Party shall have any further obligation to the other under this Terms of Service, save for liabilities arising from any antecedent breach of this Terms of Service and any accrued payment obligations. The Provider shall refund the Refundable Deposit to the Customer, provided that the Customer is not in Default and has duly complied with all obligations under these Terms of Service, to the satisfaction of the Provider.
- 15.2 In the event of earlier termination of the Rental services and/or Software Services under Clause 14.2 or Clause 14.4, the Provider shall have no obligation to refund or return the Refundable Deposit and any amounts already received from the Customer prior to the termination date, which shall be forfeited as agreed contractual charges without prejudice to the Provider's right to claim for further losses, and the Customer shall remain fully liable for all amounts payable under this Terms of Service up to the termination date.
- 15.3 Upon the expiration or earlier termination of the Rental services and/or Software Services for any reason, the Customer shall:
- (a) return all rented Hardware (including any related accessories or documentation) to the Provider in good working condition, fair wear and tear excepted, in accordance with the return procedures prescribed by the Provider (if applicable);
 - (b) in the case of Hardware subject to a Sale and Purchase arrangement, the Customer shall only be required to return the Hardware if the Title to the Hardware has not yet passed to the Customer (e.g., due to outstanding Balance Payment) in accordance with Clause 1.6(a). Once full payment is received and Title has passed, the Customer shall have no obligation to return such Hardware;
 - (c) immediately cease all access to and use of the Software, and, where applicable, delete or uninstall any copies of the Software or related materials from its systems, and certify in writing to the Provider that such actions have been completed; and
 - (d) settle all outstanding payments due under this Terms of Service, including amounts attributable to the unexpired term, immediately.
 - (e) If the Customer terminates, suspends, or ceases use of the Services prior to the expiry of the applicable three (3) year commitment period for any reason other than a material breach by the Provider, all remaining subscription fees for the unexpired portion of the term shall become immediately due and payable as agreed contractual charges, and not as a penalty.
 - (f) upon termination, the Provider is not obligated to store or provide any Customer Data. Any request for data extraction or migration assistance by the Customer shall be treated as a separate professional service and shall be subject to additional fees. The Provider reserves the right to withhold such assistance until all outstanding payments under this Terms of Service are settled in full.
 - (g) If the Customer terminates the Software Services or this Terms of Service for any reason (other than a material breach by the Provider) before the expiry of the current three-year Service Commitment Period, the Customer shall be liable to pay the Provider a lump-sum amount equivalent to 100% of the total service fees for the remaining unexpired portion of the said three (3) year period. The Parties agree that such amount represents a genuine pre-estimate of the Provider's lost revenue and

resource allocation costs, and is not a penalty. For the avoidance of doubt, where the Customer fails to pay any renewal subscription fee or any amount due under this Terms of Service, but continues to retain possession of the Hardware, access the Software Services, operate the integrated platform, or otherwise receives any benefit from the Services, such conduct shall not constitute termination of this Agreement and shall not relieve the Customer from any payment obligations, including all fees payable for the remaining Service Commitment Period.

- 15.4 The expiration or termination of this Terms of Service shall not affect any accrued rights or liabilities of either party. Specifically, the Customer's obligation to pay all outstanding fees and the agreed contractual charges specified in Clause 15.3(e) shall survive the termination of this Agreement and remain enforceable until fully settled.
- 15.5 Non-usage, inactivity, operational suspension, or failure to access the Services by the Customer shall not constitute termination, cancellation, or suspension of the Agreement unless expressly acknowledged in writing by the Provider.
- 15.6 Notwithstanding the expiration or termination of these Terms of Service for any reason, the following provisions shall survive and remain in full force and effect:
- (a) **Clause 5** (Right and License Restrictions);
 - (b) **Clause 6** (Proprietary Rights and Data Usage);
 - (c) **Clause 8** (Order and Payment), with respect to any accrued or outstanding payment obligations;
 - (d) **Clause 10** (Limitation of Liability);
 - (e) **Clause 11** (Injunctive Relief);
 - (f) **Clause 18** (Governing Law and Jurisdiction);
 - (g) **Clause 19** (General); and
 - (h) any other provisions which by their nature, context, or express terms are intended to survive expiration or termination, including obligations of confidentiality and indemnification. The survival of these provisions shall not be construed to extend or revive any rights or obligations beyond those expressly provided for in these Terms of Service.

16. VARIATION

- 16.1 The Provider may, from time to time, amend or update any operational or procedural terms (including service processes, support policies, or usage guidelines), provided that the Provider notifies the Customer by reasonable means (including by written notice, posting on the Provider's official website, or via customer portal). Such amendments shall take effect on the date specified in the notice or posting, and the Customer's continued use of the Rental services and/or Software Services after such date shall constitute acceptance of the amended or updated terms.

17. DISPUTE RESOLUTION

- 17.1 Any disputes arising from the performance of this Terms of Service between Parties shall be resolved through good faith negotiation. If negotiation fails, the Parties agree to abide to the jurisdiction set out in **Clause 18**.

18. GOVERNING LAW AND JURISDICTION

- 18.1 The Terms of Service and any non-contractual obligations arising under it, shall be governed exclusively by the laws in Malaysia and the Parties expressly submit to the exclusive jurisdiction of the Courts of Malaysia.

19. GENERAL

- 19.1 The Terms of Service constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and in the event of any inconsistency, the following shall apply:
- (a) neither party has entered into the Terms of Service in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation, or statement (whether made by the other party or any other person) which is not expressly set out in the Terms of Service; and

- (b) nothing in this Clause will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

19.2 Time wherever mentioned in this Terms of Service shall be of the essence.

19.3 A delay in exercising or failure to exercise a right or remedy under or in connection with the Terms of Service will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach, or default shall be effective only if in writing (and, where applicable, signed by the party granting it), and only in the specific instance and for the specific purpose for which it is given. Such waiver shall not be deemed a waiver of any other right, remedy, breach, or default.

19.4 If any term of the Terms of Service is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void, or unenforceable, such term will be deemed to be severed from the Terms of Service and this will not affect the remainder of the Terms of Service which will continue in full force and effect.

19.5 Nothing contained herein is to be construed so as to constitute a joint venture, partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

19.6 Rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.

19.7 The Parties will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of his rights under the Terms of Service.

19.8 Non-Disparagement. The Customer agrees that it shall not, during or after the term of this Terms of Service, make any false, disparaging, or derogatory statements (whether oral or written, and including via social media or online reviews) regarding the Provider, its products, services, or employees that may reasonably be expected to damage the Provider's business reputation. Any breach of this Clause shall be deemed a material breach entitling the Provider to immediate termination and damages.

19.9 Notices.

- (a) Any written notice provided by the Customer to the Provider shall be delivered to the Provider at the address and contact details set out at <https://mythasiagroup.com/contact-2/>, or such other address or contact details as the Provider may notify the Customer in writing from time to time.
- (b) Any written notice provided by the Provider to the Customer shall be deemed duly served if delivered to the Customer at the address, email address, or contact details provided by the Customer in the Order Form(s), or such other address or contact details as the Customer may notify the Provider in writing from time to time.

19.10 Electronic Records and Evidence. The Customer acknowledges and agrees that all electronic records generated or maintained by the Provider in the ordinary course of business, including but not limited to system logs, server logs, audit logs, deployment records, implementation records, remote support records, configuration records, project records, ticketing system records, email communications, messaging records, electronic acknowledgements, electronic signatures, access logs, login records, API logs, backup records, invoices, payment records, and other electronically stored information, shall constitute prima facie evidence of the matters recorded therein. Unless the Customer is able to prove manifest error or fraud by clear and convincing evidence, such electronic records shall be presumed to be accurate, authentic, and admissible in any court, arbitration, or legal proceeding to the fullest extent permitted by applicable law.

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Schedule 2

Definitions

In this Terms of Services, unless the context otherwise requires, the following words and expressions shall have the respective meaning ascribed to them below:

- “Balance Payment”** : means the remaining portion of the total payment amount specified in the applicable Order Form set out in **Schedule 1**, payable by the Customer to the Provider in accordance with **Clause 8.4**.
- “Business Day”** : means a day on which banks are open for business in Malaysia excluding Saturdays, Sundays and gazetted public holidays.
- “Third-Party Software”** : shall have the meaning ascribed to it in **Clause 4.A.1**.
- “Data”** : means all information, records, and data relating to any individual who uses, inputs, uploads, transmits, interacts with, or is processed through the Hardware or Software Services, including without limitation personal identification details, contact information, booking or transaction records, payment information, identity documents, preferences, and any other data provided by or on behalf of such individual.
- “Delivery Date”** : means the date on which the Hardware and/or Software is delivered, installed, and activated, as specified in **Schedule 1**, or such other date as may be mutually agreed in writing by the Parties.
- “Delivery Address”** : means the delivery address on which the Hardware and/or Software shall be delivered, installed, and activated, as specified in **Schedule 1**, or such other address as may be mutually agreed in writing by the Parties.
- “Duration”** : means the period specified in **Schedule 1**, commencing on the Handover Date, applicable to the Hardware Rental and/or Software Subscription (whichever is applicable), together with any renewal or extension pursuant to **Clause 9.2**.
- “Force Majeure”** : shall have the meaning ascribed to it in **Clause 12**.
- “Terms of Service”** : means this MythAsia Terms of Service among the Parties and all schedules, exhibits and attachments hereto, as modified from time to time in accordance with the terms hereof.
- “Hardware”** : refers to any physical equipment, device or machinery, or component, including but not limited to self-service kiosk, supplied by the Provider in accordance with the Order Form(s) set out in **Schedule 1**.
- “Handover Date”** : means the date on which the Hardware and/or Software (whichever is applicable) is deemed accepted by the Customer in accordance with **Clause 1.7** or **Clause 3.3** of this Terms of Service.
- “Hardware Services”** : shall have the meaning ascribed to it in **Clause 1.3**.
- “Initial Payment”** : means the upfront payment amount specified in the applicable Order Form set out in **Schedule 1**, payable by the Customer to the Provider in accordance with **Clause 8.3**.

“Material Defects”	: refers to any reproducible failure of the Hardware or Software Services to function in substantial accordance with the essential operational specifications set out in Schedule 1, which renders the deliverables unusable for their primary intended business purpose. Non-material errors, minor aesthetic flaws, or issues arising from third-party systems, customer infrastructure, internet connectivity, external integrations, or environments outside the Provider’s direct control shall not constitute Material Defects. The existence of a Material Defect shall be determined solely by the Provider based on reproducible technical evidence. The Customer shall provide necessary cooperation and environment access to the Provider for such reproduction and assessment. The determination of whether a defect constitutes a Material Defect shall be based on the Provider’s reasonable technical assessment supported by reproducible technical evidence. The Customer shall not be entitled to withhold payment based on non-material errors, aesthetic preferences, or issues arising from the Customer’s internal network or third-party environments. For the avoidance of doubt, requests relating to enhancement, customization, workflow preference, user interface preference, reporting format, operational preference, or additional integration shall not constitute Material Defects.
“Material Breach”	: includes, without limitation, failure to make payment when due, unauthorized system usage, breach of licensing restrictions, or any breach materially affecting the Provider’s commercial interests.
“Payment Terms”	: means the terms of payment set out in the applicable Order Form set out in Schedule 1 , which may provide for a single lump-sum payment or payment by instalments, as specified therein. Where payment is to be made by instalments, each instalment shall be completed on the first (1st) calendar day of the following calendar month, unless otherwise specified in Schedule 1 .
“Production Date”	: means the date on which the Hardware and/or Software (as applicable) has been successfully installed, configured, and activated for operational use.
“Project Completion”	: means the completion of the Provider’s contractual implementation scope, including system readiness, configuration, documentation delivery, training, and issuance of the Project Completion Notice, irrespective of the Customer’s operational go-live status or any third-party dependency.
“Refundable Deposit”	: means the refundable security deposit payable by the Customer to the Provider in the amount specified in Schedule 1 ,
“Rental”	: The Hardware is rented on an “as is where is” basis, subject to it being in good working condition at the time of delivery.
“Sale and Purchase”	: means the transaction whereby the Provider sells and transfers, and the Customer purchases and accepts, the ownership and title to the Hardware, subject to the Customer’s full payment of the total applicable price as specified in Schedule 1 .
“Service Credit”	: means the monetary value or credit balance granted, purchased, or otherwise made available to the Customer by the Provider, which may be applied solely towards the payment of fees, charges, or other amounts payable under this Terms of Service, in accordance with the Provider’s policies and subject to such terms as the Provider may prescribe from time to time.

- “Software”** : refers to the proprietary software developed by the Provider and delivered to the Customer under this Terms of Service, including any updates, enhancements, customization or configuration work (if applicable), for the purpose of enabling the use of the Hardware.
- “Software Services”** : shall have the meaning ascribed to it in **Clause 4.1**.
- “UAT Period”** : means the period specified in Schedule 1. For the avoidance of doubt and to ensure payment certainty, the 7-Business Day deemed acceptance period in Clause 8.10 shall take precedence over any longer UAT Period mentioned in Schedule 1 solely for the purpose of triggering the Customer’s obligation to pay.
- “Warranty”** : shall have the meaning ascribed to it in **Clause 2.1**.
- “Warranty Period”** : means the period commencing from the Handover Date of the Hardware to the Customer and continuing for the Duration of Hardware Warranty specified in **Schedule 1**, during which the Provider shall be responsible for the warranty obligations set out in **Clause 2.1**.

Schedule 3

Project Delivery & Acceptance Procedure

1. UAT Review Period

Unless otherwise stated in the applicable Order Form, the standard User Acceptance Testing (UAT) Period shall be seven (7) Business Days commencing from the date on which the Provider issues a written notification that the deliverables are ready for UAT.

2. Customer Review Obligation

The Customer shall complete its review and provide written feedback within the UAT Period.

3. Consolidated Feedback

The Customer shall submit all alleged Material Defects in a single consolidated written report together with sufficient information to enable reproduction of the issue.

4. Provider Rectification

The Provider shall use commercially reasonable efforts to rectify verified Material Defects reported within the UAT Period.

5. Out-of-Scope Items

Requests for additional functionality, feature enhancements, design changes, operational preferences, or modifications beyond the agreed contractual scope shall not constitute Material Defects and shall be treated as Change Requests.

6. Late Feedback

Any issues reported after the expiry of the UAT Period shall be treated as post-handover support requests and shall not affect Project Completion, Deemed Acceptance, payment milestones, or any payment obligation under this Terms of Service.

7. Failure to Respond

If the Customer fails to provide written feedback within the UAT Period, the deliverables shall be deemed accepted in accordance with Clause 8.11.

8. Project Completion Notice

Project Completion shall be deemed to occur upon the Provider issuing a written Project Completion Notice, implementation completion notice, email, or other written communication confirming completion of the contractual scope.