

# TERMS & CONDITIONS

Last Updated: 30 November 2025

These Terms & Conditions (“Terms”) govern the use of the JustOrder.Today platform and services. By registering an account, subscribing to a plan, or using any part of the Service, you acknowledge that you have read, understood, and agreed to these Terms and all referenced policies.

If you do not agree, you must stop using the Service immediately.

## 1. INTRODUCTION

JUST ORDER TODAY SDN. BHD. (Company No. 1425939-H) (“JustOrder.Today”, “we”, “our”, “us”) owns and operates a software-as-a-service (SaaS) platform, providing website builder tools, e-commerce systems, and related business tools for merchants.

By accessing or using any part of our Platform, Application, or Services, you agree to be bound by:

- These Terms
- Our Privacy Policy
- Our Acceptable Use & Prohibited Items Policy
- Any additional guidelines published by us

We may amend these Terms at any time by publishing updates on our website. Your continued use of the Service constitutes acceptance of the updated Terms.

## 2. DEFINITIONS

For the purpose of these Terms:

- **“Service”** refers to the software tools, website builder, e-commerce system, landing pages, automation features, AI features, and any related services provided by JustOrder.Today.
- **“Merchant / Seller”** refers to any individual or entity subscribing to our Service to build and operate a website or online store.
- **“Buyer / Customer”** refers to the Merchant’s end-customer who purchases goods or services from the Merchant.
- **“Subscription”** refers to a recurring paid plan (e.g., V2, V3, V4 or others).
- **“Platform”** refers to any JustOrder.Today website, dashboard, portal, or digital sys-

tem.

- “**Application**” refers to mobile apps operated by JustOrder.Today.
- “**Personal Data**” refers to data collected under our Privacy Policy.
- “**Third-Party Services**” refers to any external integrations (e.g., WhatsApp API, payment gateways, logistics platforms).

### **3. BASIS OF THE CONTRACT**

JustOrder.Today is a software platform provider, not a marketplace, reseller, agent, or delivery provider.

Merchants are solely responsible for:

- Their products and services
- Pricing and promotions
- Inventory and stock availability
- Order fulfilment
- Delivery and logistics
- Customer communication and support
- Compliance with Malaysian laws
- Business licensing and approvals

JustOrder.Today is not a party to any transaction between the Merchant and their customers. All product descriptions, images, marketing claims, and content uploaded by the Merchant are their sole responsibility.

If a Buyer receives goods that differ from what is described, the dispute must be resolved directly between Merchant and Buyer.

## **4. MERCHANT SUBSCRIPTIONS, PRICING & BILLING**

### **4.1 Subscription Fees**

- Fees are non-refundable once activated.
- Fees may change with notice published on our website, social media, or community channels.
- Failure to renew will result in the following without further notice:
  - Account suspension
  - Website deactivation
  - Restricted access to data

## 4.2 Payment Terms

- Subscriptions may be paid via supported payment methods.
- Failure of payment or chargebacks does not cancel responsibility for subscription fees.
- Administrative or reactivation fees may apply.

## 4.3 In-House Payment Gateway

If Merchant uses our payment gateway:

- Payouts follow separate gateway terms.

For all other payment gateways, JustOrder.Today does **NOT** handle or participate in:

- Refunds
- Chargebacks
- Payment disputes
- Payout delays

These must be resolved between Merchant and the payment provider.

## 5. DELIVERY, FULFILLMENT & ORDERS

Merchants are entirely responsible for:

- Fulfilling orders
- Packing orders
- Arranging courier services
- Setting delivery fees
- Handling customer enquiries
- Managing cancellations and refunds

JustOrder.Today:

- Does not deliver items
- Does not arrange couriers
- Provides third-party logistics integrations purely “as-is”
- Is not liable for courier delays, damages, or delivery failures

All disputes must be resolved directly between Merchant and Buyer.

## 6. MERCHANT RESPONSIBILITIES & WARRANTIES

By using the Service, the Merchant agrees that:

### 6.1 Accuracy & Legality

- All information provided is true, accurate, and updated.
- All products comply with Malaysian laws, including but not limited to:
  - Consumer Protection Act
  - Food Act
  - Halal Certification (if applicable)
  - NPRA cosmetic guidelines
  - MCMC guidelines
  - SSM registration

### 6.2 Content & Conduct

The Merchant will **NOT**:

- Upload false, misleading, harmful, illegal, or infringing content
- Upload unlicensed, dangerous, or prohibited products
- Misuse or reverse-engineer the Service
- Attempt to access, scrape, copy, duplicate, or commercially exploit JustOrder.Today software, code, or system
- Abuse or harass JustOrder.Today staff

### 6.3 Security

Merchant is responsible for:

- Account passwords
- Access granted to staff or developers
- API keys
- Device security
- Preventing unauthorized access

JustOrder.Today is not liable for losses due to compromised accounts.

## 6.4 Indemnification

Merchant agrees to fully indemnify, defend, and hold harmless JustOrder.Today, its directors, employees, and affiliates from any claims, damages, or penalties arising from:

- Illegal products
- Misrepresentation or misleading claims
- Intellectual property infringement
- Customer disputes
- Payment disputes
- Violation of laws
- Breach of these Terms
- Platform misuse
- Negligence or fraud

This clause survives termination.

## 7. PROHIBITED & RESTRICTED ITEMS

The sale of certain items is strictly prohibited. Merchants must comply with JustOrder.Today's Prohibited Items Policy.

The list below is **non-exhaustive** and may be updated at any time.

### 7.1 Weapons & Dangerous Items

- Firearms, ammunition, explosives
- Weapon replicas, pepper spray, stun guns, tasers
- Lock-picking devices

### 7.2 Alcohol

- Alcoholic drinks without valid government licence approved by JustOrder.Today

### 7.3 Drugs, Medicines & Health Claims

- Illegal drugs or narcotics
- Prescription-only or pharmacy-only medicines
- Unregistered NPRA products

- Medicinal or therapeutic claims including:
  - Cure, treatment, prevention, diagnosis
  - Contraception
  - Anaesthetic effects
  - Claims to alter physiological functions
- Drug-like substances or paraphernalia
- Unlicensed contact lenses

#### **7.4 Food Restrictions**

- Food with medicinal claims
- Noxious, contaminated, or adulterated food
- Non-pasteurised dairy products
- Wild mushrooms
- Perishable items without proper safety steps stated
- Expired food or items without expiry labels
- Unsealed or tampered packaging

#### **7.5 Wildlife & Environmental Restrictions**

- Wildlife products
- Wild animals

#### **7.6 Cosmetics & Personal Items**

- Used cosmetics
- Unregistered or misbranded cosmetic products

#### **7.7 Financial, Governmental & Sensitive Items**

- Counterfeit currency or stamps
- Debit/credit cards
- Digital currency, credits, stored value cards
- Government or police uniforms, badges, insignia

## **7.8 Illegal Electronics & Devices**

- Telecommunication devices not approved by MCMC
- Electronic surveillance or interception devices
- Cable TV de-scramblers, radar scanners, wiretapping devices

## **7.9 Cultural & Historical Items**

- Antiquities and artefacts protected by law

## **7.10 Gambling-Related Items**

- Lottery tickets
- Slot machines
- Gambling devices

## **7.11 Intellectual Property Violations**

- Counterfeit goods
- Replicas and unauthorized copies

## **7.12 Tobacco & Adult Content**

- Tobacco or nicotine products
- E-cigarettes/e-juices
- Pornographic or obscene materials
- Sexual services

## **7.13 Stolen or Illegal Items**

- Stolen goods
- Mislabeled goods
- Recalled items
- Goods illegal in any relevant jurisdiction

## **7.14 Other Prohibited Categories**

- Human parts or remains

- Pesticides
- Illegal services
- Items promoting illegal activities
- Items posing potential health or safety risks

### **7.15 Consequences of Violations**

Violation may result in:

- Item deletions
- Account limits
- Suspension
- Termination
- Legal action
- No refund of subscription fees

## **8. THIRD-PARTY SERVICES & INTEGRATIONS**

Third-party integrations (e.g., payment gateways, AI services, WhatsApp API, EasyParcel, Lalamove) are provided as-is.

JustOrder.Today is not responsible for:

- Service outages
- Policy changes
- API failures
- Price changes
- Data loss
- Uptime issues
- Limitations imposed by third parties

We reserve the right to discontinue any integration without compensation.

We may feature Merchant website/logo in promotional activities unless the Merchant requests removal.

## **9. INTELLECTUAL PROPERTY**

JustOrder.Today owns:



- All software code
- UI/UX design
- Templates
- Backend systems
- AI training models
- Databases
- Branding and trademarks

Merchants may not:

- Copy, resell, duplicate, or reverse-engineer the Service
- Create competing platforms using our intellectual property
- Export or replicate UI/UX

Merchant retains ownership of their uploaded content.

Merchant grants us a licence to store, process, display, and transmit content for operational purposes.

## **10. AI-GENERATED CONTENT**

JustOrder.Today provides access to AI tools. Merchant acknowledges that:

- AI output may contain errors or inaccurate predictions
- AI content must be reviewed before use
- AI should not replace professional legal, health, or financial advice
- We are not liable for losses caused by AI-generated content

Merchant is solely responsible for all decisions based on AI output.

## **11. DISCLAIMER OF WARRANTIES**

JustOrder.Today makes no warranty, express or implied, regarding:

- Sales performance
- SEO ranking or visibility
- Error-free or uninterrupted service
- Delivery of notifications (email/WhatsApp/API)
- Accuracy of AI content
- Compatibility with all devices
- Integration uptime

- Backup or restoration of data

The Service is provided “as-is” and “as-available”.

## 12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, JustOrder.Today is not liable for:

- Loss of sales or revenue
- Loss of profits
- Loss of data
- Business interruption
- Customer disputes
- Courier issues
- Payment gateway issues
- AI-generated content errors
- SEO ranking changes
- System downtime
- Third-party failures

Maximum liability, if proven and not excluded, is limited to **one (1) year of subscription fees**.

## 12B. REFUND POLICY (NEW)

### 12B.1 General Policy

All subscription fees are **strictly non-refundable**, including but not limited to:

- Wrong plan selection
- Unused subscription time
- Dissatisfaction with features
- Business closure
- Poor sales or performance
- Misuse of the Service
- Third-party integration failures
- Account suspension due to violations

## **12B.2 Discretionary Consideration**

JustOrder.Today may, at its sole discretion, grant:

- Service credits
- Limited extensions
- Goodwill adjustments

These are not guaranteed and do not create future entitlement.

## **12B.3 Chargebacks**

Chargebacks:

- Do not cancel subscription obligations
- May result in immediate account suspension
- May incur administrative fees
- May lead to debt recovery action

## **12C. EXCLUSION OF LIABILITY (NEW)**

To the fullest extent permitted by law, JustOrder.Today, its subsidiaries, affiliates, directors, and employees shall not be liable for any direct, indirect, incidental, punitive, economic, special, or consequential damages including but not limited to:

- Loss of profits, sales, revenue, or business
- Loss of goodwill or reputation
- Loss of data or corruption
- Personal injury or emotional distress
- Customer disputes or relationship issues
- Courier failures
- Payment gateway issues
- Errors or inaccuracies in content uploaded by users
- Reliance on advertising or AI-generated content
- Unauthorized access or hacking
- System failures, server outages, viruses, bugs, or harmful code
- Any act not caused by our intentional misconduct

JustOrder.Today assumes no responsibility for:

- Any error or inaccuracy in content posted by users

- Any loss or damage arising from the use or inability to use the Platform
- Any reliance on advertising or AI-generated material
- Any dispute between Merchant and Buyer, advertiser, or third-party provider
- Any illegal access or use of the Platform by third parties
- Any data or information made available through the Platform

JustOrder.Today will not be a party to disputes between Merchants and third-party providers. This clause survives termination.

### **13. DATA PRIVACY, DATA RETENTION & PDPA**

- We process Personal Data in accordance with our Privacy Policy.
- Merchant retains ownership of customer lists, orders, and product data.
- Merchant must download/export data before account expiration or termination.
- Deleted or suspended accounts may have data permanently deleted.
- We offer no data recovery guarantee.

Data may be withheld if the account is suspended for fraud, illegal activity, or legal disputes.

### **14. SUSPENSION & TERMINATION**

We may suspend or terminate accounts immediately for:

- Non-payment
- Fraud or scam activity
- Abusive behaviour
- Illegal activity
- Uploading prohibited items
- Violating these Terms
- Excessive resource usage
- Security risks
- Attempting to hack or disrupt the platform

Suspended accounts receive no refunds. Dormant accounts may be deactivated after **12 months of inactivity**.

## **15. FORCE MAJEURE**

We are not liable for failure to perform due to events beyond our control, including:

- Natural disasters
- War or terrorism
- Power failures
- Internet outages
- Third-party service failures
- Government actions
- Pandemics
- Server failures

## **16. NO PARTNERSHIP OR AGENCY**

Nothing in these Terms creates a:

- Partnership
- Joint venture
- Agency
- Employer-employee relationship

Merchants operate independently.

## **17. ASSIGNMENT**

Merchant may not transfer, assign, or sell their account without written consent.

JustOrder.Today may assign or transfer the platform or these Terms in cases of mergers, acquisitions, or restructuring.

## **18. SEVERABILITY**

If any provision is deemed invalid, the remaining provisions remain enforceable.

## **19. GOVERNING LAW**

These Terms are governed by Malaysian law.

All disputes must be resolved in Malaysian courts.

## **20. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between Merchant and JustOrder.Today and supersede all prior communications or agreements.