

# Terms of Service

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Our Terms of Service is a contract that governs our customers' use of the AutoSend.my services. It consists of the following documents:

**Master Terms:** These contain the core legal and commercial terms that apply to your subscription

**Product Specific Terms:** These include any additional terms that apply to your use of each of our product offerings, our consulting and other services and third party services.

**Acceptable Use Policy (AUP):** This is the definitive rulebook setting out what you can and can't do while using our products and services.

**Product Privacy Policy:** This policy describes how we collect, receive, use, store, share, transfer, and process your Personal Data in connection with your use of the Subscription Service. It also describes your choices regarding use, as well as your rights of access to and correction of your Personal Data.

Your Order Form is the AutoSend.my-approved form created following your purchase of one of our products or services through our online payment process or via in-app purchase. It contains all of the details about your purchase, including your subscription term, products purchased and your fees. You'll find your Order Form(s) in your AutoSend.my portal.

We've aimed to keep these documents as readable as possible, but in some cases for legal reasons, some of the language is necessarily "legalese". By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We update these terms from time to time. If you have an active AutoSend.my subscription, we will let you know when we update the terms via in-app notification or by email (if you subscribe to receive email updates).

Master Terms

Last modified June 21, 2021

## 1. DEFINITIONS

"Add-Ons" means additional product enhancements (including limit increases, capacity packs, and other add-ons) that are made available for purchase.

"Agreement" or "Terms of Service" means these Master Terms and all materials referred or linked to in here.

"Billing Period" means the period for which you agree to prepay fees under an order form. This may be the same length as the Subscription Term specified in the Order Form, or it may be shorter. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information doesn't include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Contact" means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

"Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit or collect via the Subscription Service. Customer Data does not include AutoSend.my Content.

"Customer Materials" means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

"Email Send Limit" means the number of emails that you may send in any given calendar month, as defined by us.

“Free Services” means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

"AutoSend.my Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data.

"Order" or "Order Form" means the AutoSend.my-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services.

“Product and Services” means AutoSend.my’s Product and Services available at <https://AutoSend.my>, as updated by us from time-to-time.

“Product Specific Terms’ means the additional product-related terms that apply to your use of AutoSend.my products, our consulting services and Third party Services.

"Sensitive Information" means credit or debit card numbers; financial account numbers or wire instructions; government issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of “special categories of data” under GDPR or any other applicable law relating to privacy and data protection.

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of our web-based applications, tools and platforms that you have subscribed to under an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via <https://AutoSend.my> or another designated URL, and any ancillary products and services, including website hosting, that we provide to you.

"Subscription Term" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

"Third-Party Products" means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-AutoSend.my apps available from, for example, our marketplaces, directories, and links made available through the Subscription Service and non-AutoSend.my services.

"Third-Party Sites" means third-party websites linked to from within the Subscription Service, including Communications Services.

"Total Committed Subscription Value" means the aggregate amount of Subscription Fees paid or payable to us during your then-current Subscription Term(s) for all of your AutoSend.my accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"AutoSend.my", "we", "us" or "our" means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

"You", "your" or "Customer" means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

## 2. USE OF SERVICES

2.1 Access. During the Subscription Term, we will provide your Users access to use the Subscription Service as described in this Agreement and the applicable Order. We may also provide your Users access to use our Free Services at any time by activating them in your AutoSend.my account. We might provide some or all elements of the Subscription Service through third party service providers. You may provide access and use of the Subscription Service to your Affiliate's Users or allow them to receive the Consulting Services purchased under this Order; provided that, all such access, use and receipt by your Affiliate's Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates' compliance with the Agreement.

2.2 Additional Features. You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your AutoSend.my account (if this option is made available by us.). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your AutoSend.my account.

2.3 Service Uptime Commitment. For details of AutoSend.my's Service Uptime Commitment, please see the Product Specific Terms.

2.4 Limits. The limits that apply to you will be specified in your Order Form, this Agreement or in our Product and Services, and for our Free Subscriptions, these limits may also be designated only from within the product itself. For further information on the limits that apply to your subscription, please refer to the Product Specific Terms.

You must be 18 years of age or older to use the Subscription Service.

2.5 Downgrades. Depending on your AutoSend.my product, you may be entitled to downgrade your subscription. For further information on the downgrade terms that apply to your subscription, please refer to the Product Specific Terms.

2.6 Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. For further information on our modification rights that apply to your subscription, please refer to the Product Specific Terms.

2.7 Customer Support. For information on the customer support terms that apply to your subscription, please refer to the Product Specific Terms.

2.8 Prohibited and Unauthorized Use. You will not use the Subscription Service in any way that violates the terms of the AUP or for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

2.9 No Sensitive Information. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION SERVICES HAVE NOT BEEN DESIGNED TO PROCESS OR MANAGE SENSITIVE INFORMATION AND ACCORDINGLY YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE AND WE SPECIFICALLY DISCLAIM ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT, PROCESS OR MANAGE SENSITIVE INFORMATION.

2.10 Customer Responsibilities. To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that may be required from you include a project manager, one or more content creators, a sales sponsor, an executive sponsor and a technical resource (or equivalent). Responsibilities that may be required include planning of marketing programs; setting of a content creation calendar; creating blog posts, social media content, Calls-To-Action (CTAs), downloads, emails, nurturing content, and other materials; acting as internal liaison between sales and marketing; providing top level internal goals for the use of the Subscription Service; attending regular success review meetings; and supporting the integration of the Subscription Service with other sales and marketing systems.

2.11 Free Trial. If you register for a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.

2.12 Legacy Products. If you have a legacy AutoSend.my product, some of the features and limits that apply to that product may be different than those that appear in these Master Terms, Product Specific Terms and/or the Product and Services. If you have legacy AutoSend.my products, we may choose to move you to our then-current products at any time. If you determine that you are using a legacy product and would like to upgrade to a current-version, you must execute a new Order.

### 3. FEES

3.1 Subscription Fees. The Subscription Fee will remain fixed during the initial term of your subscription unless (i) you exceed your Maximum Contacts, Email Send Limit, User or other applicable limits (see the 'Limits' section above), (ii) you upgrade products or base packages, (iii) you subscribe to additional features or products, including additional Contacts, or (iv) otherwise agreed to in your Order. We may also choose to decrease your fees upon written notice to you. You can find all the information about how your fees may be otherwise adjusted in Product Specific Terms.

3.2 Fee Adjustments at Renewal. Upon renewal, we may increase your fees up to our then-current list price set out in our Product and Services. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the 'Notice of Non-Renewal' section below.

3.3 Payment by credit card. If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

3.4 Payment against invoice. If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

3.5 Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your billing page within your AutoSend.my account. All payment obligations are non-cancelable and all amounts paid are non-refundable. All fees are due and payable in advance throughout the Subscription Term. If you are a AutoSend.my Solutions Partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

3.6 Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income.

#### 4. TERM AND TERMINATION

4.1 Term and Renewal. Your initial subscription period will be specified in your Order, and, unless otherwise specified in your Order, your subscription may automatically renew for the shorter of the subscription period, or one year.

4.2 Notice of Non-Renewal. Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal. The deadline for sending this notice varies depending on the AutoSend.my product and edition you have subscribed to.

4.3 Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

#### 4.4 Suspension

##### 4.4.1 Suspension for Prohibited Acts

We may suspend any User's access to any or all Subscription Services without notice for:

(i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement,

(ii) use of the AutoSend.my email send service that results in excessive hard bounces, SPAM complaints via feedback loops, direct spam complaints, or requests for removal from a mailing list by recipients, or

(iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

We may, without notice, review and delete any Customer Data or Customer Materials that we determine in good faith violate these terms or the AUP, provided that, we have no duty (unless applicable laws or regulations provide otherwise) to prescreen, control, monitor or edit your Customer Data or Customer Materials.

#### 4.4.2 Suspension for Non-Payment

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription after such notice. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

#### 5. PUBLICITY

You grant us the right to add your name and company logo to our customer list and website. You can opt-out of this use by filling out the form here.

#### 6. DISCLAIMERS; LIMITATION OF LIABILITY

6.1 Disclaimer of Warranties. WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' SECTION OF THIS AGREEMENT, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION SERVICE, DATA SYNCHED TO OR MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, AUTOSEND.MY CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, AUTOSEND.MY CONTENT AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

6.2 No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY; PROVIDED THAT, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.

6.3 Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE



FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED RINGGIT MALAYSIA.

6.4 Third Party Products. WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

6.5 Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

## 7. MISCELLANEOUS

### 7.1 Amendment; No Waiver.

We may modify any part or all of the Agreement by posting a revised version at <https://AutoSend.my>. The revised version will become effective immediately after it is posted. You are required to check the latest version of the agreement from AutoSend.my from time to time.

If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. If you give us this notice, then your subscription will continue to be governed by the terms and conditions of the Agreement prior to modification until your next renewal date, after which the current terms posted at <https://AutoSend.my> will apply. However, if we can no longer reasonably provide the subscription to you under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Subscription Services will terminate upon our notice to you. However, we will not refund any prepaid but unused fees of the Subscription Service after termination.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

7.2 Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

7.3 Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

7.4 Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

7.5 Compliance with Laws. We will comply with Malaysia law in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

## 8. REFUND & CANCELLATION

### 8.1 Refund / Cancellation requests by merchants for AutoSend.my subscription

8.1.1 You are not entitled for refund for any drop / withdrawal of application after signing up with AutoSend.my or upon payment of the subscription fee.

8.1.2 All fees paid hereunder shall be fully earned by AutoSend.my and shall be non-refundable for any reason whatsoever.

### 8.2 Refund because of Termination of Service

8.2.1 We deserve the right to terminate your account at any time for any reason in accordance with the terms of our service and we will not give you a refund for the amount that you have paid to us.

8.2.2 Similarly if you terminate our service for whatever reasons, you are not entitled for any refund.