

# Terms of Service for RakyatPOS

**Effective Date: 29 October 2025**

These Terms of Service ("Terms") govern your access to and use of the RakyatPOS mobile application and related services (collectively, the "Service") provided by **J Produce Technology** (Registration No: RA0112500-D) ("we," "us," or "our").

By creating an account or using our Service, you agree to be bound by these Terms.

## 1. The Service

RakyatPOS is a Point-of-Sale (POS) application designed to help Malaysian businesses manage sales and comply with the government's electronic invoicing (MyInvois) requirements.

## 2. Eligibility and User Accounts

You must be a registered business in Malaysia. You agree to provide accurate information and maintain the security of your account.

## 3. Your Responsibilities

- **Data Accuracy:** You are solely responsible for the accuracy and completeness of all data you enter into the Service.
- **Lawful Use:** You agree to use the Service in compliance with all applicable laws.
- **Record Keeping:** You acknowledge your legal obligation under Malaysian law to retain all business records for seven (7) years and agree to use the Service's export functions to maintain your own backups for legal compliance.
- **Prohibited Conduct:** You will not reverse engineer the Service, use it for illegal purposes, or upload malicious code.

## 4. Acceptable Use Policy

You agree not to misuse the Service. This includes, but is not limited to, spamming, attempting to overload our servers, reselling the Service without authorization, or engaging in any abusive or fraudulent activity.

## 5. Fair Use Policy (FUP)



The Service is provided on a shared, multi-tenant infrastructure. Your use of the Service is subject to this FUP to ensure service stability and equitable access for all users.

We reserve the right to monitor your consumption of resources, including but not limited to data storage (e.g., product images, transaction history), bandwidth, and the number and frequency of API requests (both to our Service and to third-party integrations like LHDN MyInvois).

We, in our sole discretion, will determine what constitutes "Excessive Use," which includes, but is not limited to, usage that: (a) materially exceeds the average usage patterns of other RakyatPOS users; (b) places a disproportionate or destabilizing load on our infrastructure; (c) compromises the Service's performance or stability for other users; or (d) incurs substantial, unanticipated costs for us.

If we determine that your usage is Excessive, we will make a reasonable attempt to notify you. We reserve the right to throttle, limit, or suspend your access to the Service, or, in appropriate cases, require you to upgrade to a high-volume subscription plan or terminate your account.

## 6. Fees and Payment

The Service is provided on a subscription basis. Fees are billed in advance.

- **Non-Refundable:** All fees and payments are final and non-refundable.
- **Price Changes:** We reserve the right to change our subscription fees. We will provide you with at least thirty (30) days' notice before such changes take effect.
- **Subscription Auto-Renewal:** To ensure uninterrupted service, all subscriptions will automatically renew for successive periods equal to the original subscription term (e.g., monthly or annually) unless you cancel your subscription prior to the renewal date. You authorize us to charge your payment method on file for the applicable renewal fees.
- **Chargebacks and Fraud:** In the event of a payment chargeback or if we suspect any fraudulent activity, we reserve the right to immediately cease the Service for your account without notice. Service will only be restored once the issue is resolved to our satisfaction.

## 7. MyInvois Integration and Tax Disclaimer

- **Facilitator Role:** The Service is a technology tool that transmits the data you provide to the LHDN MyInvois system.
- **No Tax Advice:** We are not a tax agent or advisor. The Service is not a substitute for professional tax, legal, or accounting advice.



- **Your Liability:** You are solely responsible for your tax obligations, the accuracy of your submissions, and any penalties or liabilities incurred.

## 8. Third-Party Integrations

The Service may offer integrations with third-party services or hardware. Your use of any third-party integration is at your own discretion and risk and is governed by their own terms and privacy policies.

## 9. Termination and Data Deletion

To maintain an active account and prevent data deletion, you must have at least one active subscription plan.

Upon the cancellation or expiry of your last active subscription plan, a 60-day grace period begins, during which you must export your data. After this period, all of Your Data will be permanently deleted from our systems. You may also request the permanent deletion of your account and all associated data at any time; this action is irreversible.

## 10. Disclaimer of Warranties and User's Legal Obligations

- **Service Provided "AS IS":** The Service is provided on an "AS IS" and "AS AVAILABLE" basis without any warranty of any kind, express or implied. We do not guarantee the Service will be uninterrupted, timely, secure, or error-free. You acknowledge that as a tool for sales and tax compliance, any downtime may result in lost sales or compliance delays, and you agree to hold us harmless for any such losses.
- **User's Legal Record-Keeping Duty:** You are solely and exclusively responsible for complying with all Malaysian laws, including the legal requirement to retain all business records for seven (7) years.
- **Service is NOT an Archival Service:** You explicitly acknowledge that the Service is a data *processing* tool, NOT a permanent *archival* or *record-keeping* service. Our data deletion policy (Section 9) is final and irreversible. It is 100% your responsibility to use the Service's export functions to create and maintain your own backups to comply with your 7-year legal obligation. We have zero liability for any data loss, penalties, or damages arising from your failure to maintain your own separate records.

## 11. Indemnification

You agree to indemnify, defend, and hold harmless J Produce Technology and its affiliates from and against any and all claims, liabilities, damages, and costs arising out of or related to your



breach of these Terms, your illegal use of the Service, or any errors, omissions, or violations related to your data or MyInvois submissions.

## **12. Limitation of Liability**

Our aggregate liability is limited to the total fees you paid us in the twelve (12) months prior to the claim. We shall not be liable for any damages or losses resulting from inaccurate data entered by you.

**Disclaimer of Indirect Damages:** To the fullest extent permitted by law, in no event shall J Produce Technology be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, sales, data, or goodwill, even if we have been advised of the possibility of such damages.

## **13. Force Majeure**

We will not be liable for any failure or delay in performance of our obligations under these Terms due to any cause beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government actions, or failures of third-party networks or services.

## **14. Future Features Disclaimer**

Any information we provide about future features or our product roadmap is for informational purposes only. It is not a commitment or obligation. We may change, deprecate, or decide not to pursue any planned features at our sole discretion.

## **15. Changes to These Terms**

We reserve the right to modify these Terms at any time. We will provide reasonable notice of material changes by (a) sending an email to the address associated with your account, (b) posting a notice within the Service, or (c) updating the "Effective Date" at the top of these Terms. Your continued use of the Service after such notice constitutes your binding acceptance of the modified Terms.

## **16. General Provisions**



- **Governing Law & Jurisdiction:** These Terms are governed by the laws of Malaysia. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts in Selangor, Malaysia.
- **Severability:** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect.
- **Waiver:** Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.
- **Language Precedence:** These Terms may be provided in multiple languages. In the event of any conflict or discrepancy between the English version and any other language version, the English version shall prevail.

## 17. Contact Us

If you have any questions about these Terms, please contact us at:

J Produce Technology (RA0112500-D)

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