

TERMS & CONDITIONS

OVERVIEW

This website is operated by Mia & Mi Sdn Bhd. Throughout the site, the terms “we”, “us” and “our” shall refer to Mia & Mi Sdn Bhd. Mia & Mi Sdn Bhd offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to the Terms of Service, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

INTERPRETATION

"Contract" shall mean the contract for the purchase and sale of Goods, howsoever formed or concluded.

"Goods" shall mean the Goods which Mia & Mi Sdn Bhd is to supply in accordance with the Contract.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our Goods for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms of Service will result in an immediate termination of your Contract.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect the Terms of Service.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Goods are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - GOODS OR SERVICES (if applicable)

Certain Goods or services may be available exclusively online through the website. These Goods or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our Goods that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Goods or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Goods or services that we offer. All descriptions of Goods or Goods pricing are subject to change at anytime without notice, at

the sole discretion of us. We reserve the right to discontinue any Goods at any time. Any offer for any Goods or service made on this site is void where prohibited.

We do not warrant that the quality of any Goods, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - PRICE

The price of the Goods shall be the price stated in our website at the time which you make your offer to purchase the Goods to us plus any delivery charges, any applicable Goods and services tax, value added tax or similar tax which you shall be liable to pay to us in addition to the price.

SECTION 7 - ORDERS AND SPECIFICATIONS

Order acceptance and completion of the contract between you and us will only be completed upon us issuing a confirmation of dispatch of the Goods to you. For the avoidance of doubt, we shall be entitled to refuse or cancel any order without giving any reasons for the same to you prior to issue of the confirmation of dispatch. We shall furthermore be entitled to require you to furnish us with contact and other verification information, including but not limited to address, contact numbers prior to issuing a confirmation of dispatch.

No concluded contract may be modified or cancelled by you except with the agreement in writing from us.

SECTION 8 – DELIVERY/PERFORMANCE

Delivery of the Goods shall be made to the address specified by you in your order.

We have the right at any time to sub-contract all or any of its obligations for the delivery of the Goods to any other party as it may from time to time decide without giving notice of the same to you.

Any dates quoted for delivery of the Goods are approximate only. The time for delivery/performance shall not be of the essence, and we shall not be liable for any delay in delivery or performance howsoever caused.

If we failed to deliver the Goods in accordance with the contract or within a reasonable time, you shall be entitled, by serving written notice on us, to demand performance within a specified time thereafter, which shall be at least 14 days. If we failed to do so within the specified time, you shall be entitled to terminate the contract in respect of the undelivered Goods and claim a refund.

SECTION 9 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by

dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 10 - TERMS OF PAYMENT

You shall be required to make payment for the Goods at the time of order.

We accept all payments via Credit and Debit Card. When an order is placed via Credit Card on our website, the transaction shall be processed by **Stripe**. This system is certified and allows us to accept payments such as Visa, MasterCard and Amex. All credit card numbers shall be protected by means of industry-leading encryption standards.

SECTION 11 - REFERRAL PROGRAM

In the event that you have referred new ambassador to sign-up as ambassador ("Share and Earn Program"), you shall be entitled for rewards in credit upon satisfaction of the following conditions:

1. the referral code is provided by the new ambassador to us upon sign-up; and
2. we have successfully managed to charge the new ambassador on his first order.

Upon satisfaction of the abovementioned conditions, the said amount shall be credited into your account and you may opt to cash out your accumulated credit amount at any time with notice to us (of which we shall assist you in transferring your credit amount into your bank account of choice within 5 working days).

If any cancellations have been made by the new ambassador on his order, you shall not be entitled to any credit amount under this Share and Program.

SECTION 12 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, Plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further

agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 13 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy please click on the following link:

<https://miabeaute.com.my/privacy-policy>

SECTION 14 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to Goods descriptions, pricing, Promotions, offers, Goods shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 14 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 15 - WARRANTIES AND REMEDIES

Subject as expressly provided in this Terms of Service, all other warranties conditions or terms, including those implied by statute or common law, are excluded to the fullest extent

permitted by law.

Subject to Section 8 - Delivery/Performance, we warrant that the Goods will correspond with their specification at the time of delivery, and agree to remedy any non-conformity therein for a period of 1 month commencing from the date on which the Goods are delivered or deemed to be delivered ("Warranty Period").

We shall be under no liability in respect of any defect arising from unsuitable or improper use, defective installation or commissioning by you or any third parties, fair wear and tear, wilful damage, negligence, abnormal working conditions, defective or negligent handling, failure to follow our instructions (whether oral or in writing) misuse or alteration of the Goods without our approval.

We shall be under no liability whatsoever in respect of any defect in the Goods arising after the expiry of the Warranty Period.

Any claims made by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall be notified to us within seven days from the date of receipt of the Goods. During usage, the Goods shall be monitored constantly with regards to its safety and defects. If there are even slight reservations concerning the suitability for use or the slightest reservations concerning safety, the Goods must not be used. You are required to provide us with immediate written notification, specifying the reservations or the defect.

In the event that no notification is given to us on the defects, we shall have no liability for any defect or failure or for any consequences resulting therefrom. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet a specification is notified to us, the non-conforming Goods (or part thereof) will be replaced free of charge as originally ordered or refunded in full.

SECTION 16 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all Goods and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Mia & Mi Sdn Bhd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss,

claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any Goods procured using the service, or for any other claim related in any way to your use of the service or any Goods, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or Goods) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

We shall be under no liability whatsoever where this arises from a reason beyond our reasonable control as provided in Section 19 - Risk and Title of the Goods or from an act or default by you.

In no event shall we be liable for loss of profit or goodwill, loss of Goods or revenue or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss were reasonably foreseeable or we had been advised of the possibility of you incurring the same.

The remedies set out in Section 8 – Delivery / Performance are your sole and exclusive remedies for non-conformity of or defects in the Goods.

Our maximum and cumulative total liability (including any liability for acts and omissions of its employees' agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under the Contract, shall not exceed the total purchase price.

SECTION 17 - RISK AND TITLE TO THE GOODS

Risk of damage to or loss of the Goods shall pass to you at the time of delivery or if you wrongfully failed to receive delivery of the Goods, the time when we have tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods or any other provision of this Terms of Service, the title in the Goods shall not pass to you until we have received payment in full.

SECTION 18 – INDEMNITY

You agree to indemnify, defend and hold harmless Mia & Mi Sdn Bhd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 19 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 20 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

SECTION 21 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 22 - FORCE MAJEURE

We shall not be liable to you or be deemed to be in breach of our Contract by reason of any delay in performing or any failure to perform any of our obligations if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond our reasonable control:

- Act of God, explosion, flood, tempest, fire or accident;
- War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- Acts of restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
- Import or export regulations or embargoes;
- Interruption of traffic, strikes, lock-outs, other industrial actions or trade disputes (whether involving our employees or of a third party);
- Interruption of production or operation, difficulties in obtaining raw materials labour fuel parts or machinery;
- Power failure or breakdown in machinery.

Upon the happening of any one of the events set out in this Section 25, we may at our option:

- Fully or partially suspend delivery/performance while such event or circumstances continues;
- Terminate any Contract so affected with immediate effect by written notice to you and we shall not be liable for any loss or damage suffered by you as a result thereof.

SECTION 23 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Malaysia.

SECTION 24 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 25 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at help@miabeaute.com.

SECTION 26 - NOTICES

Any notice required or permitted to be given by either party to the other under these Terms of Service shall be in writing addressed, if to us, to our principal place of business and if to the you, to the address stipulated in the relevant offer to purchase.

SECTION 27 - OTHERS

No person who is not a party to this Contract (including any employee officer agent representative or sub-contractor of either party) shall have any right under the Contracts (Rights of Third Parties) Act to enforce any terms of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Asian International Arbitration Centre (AIAC). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the AIAC. The place of arbitration shall be Malaysia. Any award by the arbitration tribunal shall be final and binding upon the parties.

We shall be entitled to commence legal proceedings for the purposes of protecting our intellectual property rights and confidential information of which the remedies entitled by us shall include, without limitation, damages, injunctive or other equitable relief.