

Terms Of Use

ACCEPTANCE OF TERMS

Welcome to Dshine Cleaning Services (CT0125636-A). As a user of the Dshine Site or any Dshine Products/Services ("you"), you signify your agreement to be bound by the following Terms of Service ("TOS") as well as our Privacy Policy. Please read the Terms & Conditions and Privacy Policy carefully before utilizing the Dshine Site. In the case that you do not agree with these terms, please refrain from using this Site.

1.0 Products/Services

Dshine Cleaning Services operates an Online Service and Mobile Application for both operating system of Android and iOS on the internet located at <https://www.dshine.com.my> / <https://www.dshine.my> and other online areas owned and operated by us such as Facebook ("Dshine Cleaning Services" or the "Site"), offering online marketing and IT Products/Services.

2.0 Conditional Use of Our Site and Products/Services

Your permission to use Dshine is conditioned upon your agreement that you:-

-will comply with these Terms of Service;

- are 18 years of age or older to purchase any Products/Services;
- will not copy or distribute any part of Dshine in any medium without Dshine's prior written authorization;
- will provide accurate information when creating an account or registering for our Products/Services;
- will be solely responsible for your User ID and the activities that occur while signed in to Dshine using your User ID;
- will not use Dshine to collect any personally identifiable information, including account names, email addresses, or other such information, for commercial purposes;
- will not use the communication systems provided by or contacts made on Dshine for any commercial solicitation purposes;
- will be solely responsible for your Content submissions, including discussion posts, profile information, links, pictures, and other such content;
- represent that you own or have the necessary licenses, rights, permissions, or consents to authorize Dshine to use any and all Content submitted by you to Dshine in accordance with the licenses granted in this Agreement;
- hereby grant each Dshine user, whether using Dshine or an application authorized by Dshine but developed via a third-party developer, a non-exclusive license to access the Content you submit through Dshine and to use, reproduce, distribute, prepare derivative works of, display, and perform such Content as permitted through Dshine's functionality and under these Terms of Service;
- will not submit Content that is copyrighted or subjected to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such Content to Dshine;
- and hereby affirm that Dshine has the right to determine whether any of your Content submissions is appropriate and compliant with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

3.0 Account Maintenance

You are required to create an account with Dshine (either by registering directly on our Site or by allowing a Dshine application to connect through your Gmail / Facebook account) in order to access certain Products/Services on our Site. By using this site, you represent that you will be responsible for maintaining your account and password and for restricting access to your computer. You also agree to be responsible for any and all activities that occur under your password or your account. Dshine will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms of Use. To purchase any Products/Services or use the Services on this Site, you must open an account with us and/or provide the required information to us. By entering any information on this Site, you represent and warrant that:

- i. you are at least 18 years of age;
- ii. you are using your actual identity;
- iii. you have provided only true, accurate, current and complete information; and
- iv. you will maintain and promptly update the information that you provide to keep it true, accurate, current, and complete.

4.0 Non-Confidentiality and Security

Any communication or material you transmit to the Site, such as questions, comments, suggestions, or the like, will be treated as non-confidential and non-proprietary. In addition, you agree that such information may be freely used by Dshine. Other information such as your credit card details in relation to the purchase of a Products/Services will be dealt with using appropriate security and privacy protection.

5.0 Privacy

Please review our Privacy Policy to understand our uses and practices about how we use and collect information from users of our Sites.

6.0 Rules Regarding Information and Other Content

Information and materials that you submit to the Site constitute Dshine's "Content". You are fully responsible for the contents and any harm resulting from that Content. This is the case regardless of the form of said Content. By making Content available, you represent and warrant that:-

- the downloading, copying, and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses, or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical, or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

- and the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- the Content is not false, defamatory, discriminatory, libellous, or unlawful

Without limiting any of those representations or warranties, Dshine has the right (though not the obligation) to (i) refuse or remove any content that, in Dshine's reasonable opinion, violates any Dshine policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Site to any individual or entity for any reason, using Dshine's sole discretion. Dshine will have no obligation to provide a refund of any amount previously paid.

7.0 General Rules of User Conduct

We welcome and encourage user interaction on our Site. However, we insist that you agree not to do any of the following:-

- impersonate another user;
- violate in any way the rights of others;
- upload or distribute anything that may be harmful to minors;
- upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- use the Site or Products/Services to generate unsolicited email advertisements or spam;
- attempt to reverse engineer or jeopardise the correct functioning of the Site or Products/Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables the Site;
- attempt to gain access to secured portions of the Site or Products/Services to which you do not possess access rights; or use any automatic or manual process to search or harvest information from the Site or Products/Services, or to interfere in any way with the proper functioning of the Site and Products/Services.

8.0 Other Sites

The Site includes links to other websites or resources and businesses operated by Affiliates and Providers or other persons (collectively, "Other Sites"). Other Sites are independent from Dshine, may have different or inconsistent privacy notices or terms of use, and Dshine has no responsibility or liability for or control over Other Sites, their business, products, services, or contents. Links to Other Sites are provided solely for your convenience. By using Dshine you expressly relieve us from any and all liability arising from your use of any third party website.

9.0 Products/ Services

Dshine provides consumers with the opportunity to purchase Products/Services from third party suppliers ("Suppliers").

I. How It Works

By placing an order for a given Products/Services, you make an offer to purchase the Product you have selected. Once you have placed your order, you will receive a confirmation of the purchase and your credit/debit card will be charged for the amount listed on the Site. You are required to create an account in order to purchase any Products/Services. An account is required so we can collect information to enable Products/Services purchases and enable you to view your past purchases as well as modify your preferences.

II. Placing Date (Booking Date)

By placing an order for a given Products/Services, and the consumers need to place (book) the Products/Services 3 days before the actual date.

III. Delivery Method

By placing an order for a given Products/Services, and the consumers will then receive the Products/Services from the "Suppliers" on the actual timing of the purchased session which it had been placed in advanced as per above mentioned in Clause 9.0 (II)

IV. Universal Terms & Conditions

Unless otherwise stated in the Products/Services description or required by law, the following additional terms apply to all Products/Services:-

- Neither Dshine nor the Supplier is responsible for lost or stolen Products/Services
- Unless stated otherwise at the time a Products/Services is purchased, all prices (final payment) listed on the Site are all-inclusive of all service charges; Booking Session Fees, SST and Admin Fess. The Insurance surcharge is an optional addition of service protection.
- Terms and Conditions are subject to change without prior notice
- Pictures are for illustration purposes only

V. Supplier Responsibility

Dshine acts as an agent in selling Products/Services on behalf of our Suppliers, but the Supplier remains the issuer of the Products/Services. As issuer of the Products/Services, the Supplier shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities, and costs suffered by or in respect of a customer, caused in whole or in part by the Supplier or its products and services.

VI. Promotions

From time to time we may offer special promotions, contests, and/or sweepstakes intended to provide you an incentive to purchase Products/Services or to encourage you to get others to do so. The applicable rules will be posted on the Site in or near the description of each such promotion. We reserve the right to interpret these rules using our sole discretion, and you hereby agree to our interpretation.

VII. Products/Services Available for Sale

The Site can be accessed from countries around the world. You understand that some or all products or services provided on the Site may not be available for purchase to persons residing in certain jurisdictions or geographic areas. Dshine reserves the right, in its sole discretion, to exclude or otherwise limit the provision of a Products/Services for any product or service to a person residing in any jurisdiction or geographical area. Dshine does not represent or warrant that any product or service promoted on the Site will be available for purchase by any particular person.

VIII. Refund – Cancellation by User

We will provide a refund in the form of e-wallet (Dshine Coin) if your purchased booking session of Products/Services is cancelled by the user and the value of refund will be 70% value of the cancellation. Any cancellation by the user has to be done 72 hours prior to the purchased booking session.

IX. Refund – Cancellation by Dshine

Dshine at any time and for any reason and in its discretion may cancel your booking session due to unforeseen reasons and in such, Dshine should refund in the form of e-wallet (Dshine Coin) with 100% of the purchased value.

10. Termination

Dshine may, at any time and for any reason and in its discretion: (a) change, suspend, or terminate, temporarily, or permanently, the Site or any part of it; or (b) restrict, suspend, or terminate (in whole or in part) your permission to access or use the Site; all without any notice or liability to you or any other person. If this Agreement or your permission to access or use the Site is terminated by you, or by a person you represent, or by Dshine, then: (a) this Agreement and all other then existing agreements between Dshine and any persons you represent will continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the Site, and anything connected with, relating to, or arising therefrom; and (b) Dshine may continue to use and disclose your personal information in accordance with the Site Privacy Policy as amended from time to time.

11. Disclaimers of Warranty

The Site is provided "as is", "as available" and "with all faults". Dshine and its Suppliers and licensors hereby disclaim all warranties of any kind, express, or implied, including, without limitation, the warranties of supplier ability, fitness for a particular purpose and non-infringement. Neither Dshine nor its Suppliers and licensors, make any warranty that the Site will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Site at your own discretion and risk.

12. Limitations of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF DSHINE CLEANING SERVICES. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, OR SUPPLIERS, FOR ANY, AND ALL CLAIMS RELATING TO THE USE OF THE SITE AND SERVICES EXCEED THE TOTAL AMOUNT OF FEES THAT YOU PAID US DURING THE PREVIOUS ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON THE SITE AND SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTION, OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND SUPPLIERS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

13. Indemnity

You agree to indemnify and hold harmless Dshine, its parent company, officers, directors, employees, and agents from and against any and all claims, losses, obligations, liabilities, costs, or debt, and expenses, including attorneys' fees, arising out of your use of the Site, including but not limited to your violation of this Agreement.

14. Reservation of Rights and Release

Dshine reserves the right, but has no obligation, to monitor, or take any action Dshine deems appropriate regarding disputes that you may have with other customers of ours or any Suppliers. To the extent the law permits, you release us from any claims or liability related to any Content posted on the Site and from any claims related to the conduct of any other customers of ours or any Suppliers.

15. Intellectual Property

The Dshine Site and all its contents are copyrighted materials, protected by Malaysian and international copyright laws. The compilation of content on our Site is the exclusive property of Dshine and may not be used for any other purpose other than as set forth on the Site. The services and information provided herein are solely for your own private use. You are only permitted to use the Dshine Site as expressly authorised. Nothing contained herein transfers any express or implied right, title, or interest in this Site to you. As between you and us, you retain any intellectual property rights in any copyrighted materials and trademarks that are contained in Content that you post to the Site. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, translate, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights, under any and all of your intellectual property rights related to the Content in any manner we choose. If you have any rights to the Content that cannot be licensed to us, you unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against us or related to our customers and partners anywhere in the world, with respect to such rights.

16. Copyright Notice

As Dshine asks others to respect its intellectual property rights, it also respects the intellectual property rights of others. If you believe that material located on or linked to by Dshine.my violates your copyright, you are encouraged to notify Dshine immediately. Dshine will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Dshine or others, Dshine may, in its discretion, terminate, or deny access to and use of the Site. In the case of such termination, Dshine will have no obligation to provide a refund of any amounts previously paid to Dshine.

17. Electronic Communications

When you visit our Site, purchase products or services through the Site, or instigate contact with our customer service department, you are communicating with us electronically. We will also communicate with you via email or by posting notices on and updates to the Site. By using the Site, you hereby agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would be in writing.

18. Entire Agreement, Changes to This Agreement and Waivers

These Terms of Service, together with the Privacy Policy and any other legal notices published by Dshine on the Site or any Deal Products/Services, shall constitute the entire agreement between you and Dshine Cleaning Services concerning Dshine. Dshine may, in its discretion, change, supplement, or amend this Agreement as it relates to your future use of the Site from time to time, for any reason, and without any prior notice or liability to you or any other person. You may not change, supplement, or amend this Agreement in any manner. Your use of the Site and Products/Services after any modifications to the Agreement indicates that you agree to such modified Agreement. Any changes to this Agreement (other than as set forth in this paragraph) or waiver of Dshine's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of Dshine. No purported waiver or modification of this Agreement by Dshine via telephonic or email communications shall be valid.

19. Governing Law and Dispute Resolution

The Site is controlled by Dshine Cleaning Services from Malaysia. This Agreement, your use of the Site, and all related matters are governed solely by Malaysian laws, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the Melaka / Kuala Lumpur Regional Centre for Arbitration (the "KLRC"), in accordance with the procedures of the KLRC Rules of Arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be before a single arbitrator. The place of arbitration will be Melaka / Kuala Lumpur, Malaysia.

Notwithstanding the foregoing, you or Dshine may seek injunctive relief from an appropriate court located in Melaka / Kuala Lumpur, Malaysia prior to or during the arbitration.

Any claim or cause of action you may have arising from, connected with, or relating to your use of the Site, this Agreement, or any related matters must be commenced within six (6) months after the claim or cause of action arises, after which time the claim or cause of action is forever barred, regardless of any statute or law to the contrary.

20. General Terms

You and any persons you represent (on the one hand) and Dshine and Affiliates, and Providers (on the other hand) are independent contractors and no agency, partnership, joint venture, employment, or franchise relationship is intended or created by this Agreement or your use of the Site.

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language.

21. Update

version of Term of Use is finalized on 14th August, 2023 and should there be any amendment and update on the Term of Use, and the Management of Dshine may update the Term of Use from time to time without prior notice to the User.

D'Shine
Cleaning Service