

# Terms & Condition

Please read the Terms & Condition carefully before access, use and placing order in this website.

## 1.0 INTRODUCTION

This website is operated by MOSHED TECH SDN BHD (1430892-D), Intraday.my 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 accessing /using this website and/or placing order through this website, you were engaged with Intraday.my "Service" and you are agreeing to be bound by all the following Terms & Condition. If you do not agree to these terms of use, please refrain from accessing, using and/or contributing to the site.

You should check this page regularly to take notice of any changes we may have made to the Terms & Condition as Intraday.my reserve the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may also contains links to other websites, which are not operated by Intraday.my (the "Linked Sites"). Intraday.my has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

## 2.0 GENERAL

In order to contract with Intraday.my you must be at least the age of majority in your state or province of residents and posses a valid debit/credit card and you have given us your consent to allow any of your minor dependents to access, use, order, buy and/or contribute to this site.

## 3.0 PRIVACY INFORMATION

By using this Website, you consent to the processing described therein and warrant that all data (name, address, telephone number, debit/credit card information and email address) provided by you is accurate. This data is to fulfill your order and to communicate with you about your order.

Your personal information is confidential. We do not rent, sell, barter or trade email address addresses. However, the courier process will cause your name, address and telephone number will expose on the courier form. In this situation, your privacy information (name, address and telephone number) is beyond of our control and we will not responsible for any leak information occurs from this.

## 4.0 PROHIBITION

### 4.1 Technology Harmful

You are prohibited to misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

Intraday.my will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## **4.2 INTELLECTUAL PROPERTY, SOFTWARE & CONTENT**

The intellectual property rights in all software and content made available to you on or through this Website remains the property of Intraday.my or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Intraday.my and its licensors.

You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by Intraday.my or its licensors.

## **5.0 PRODUCTS**

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

Please be informed that Intraday.my have made every effort to display as accurately as possible the images of products that appear at the store. However Intraday.my cannot guarantee that your computer monitor's display of any color will be accurate.

Intraday.my reserve the right, but are not obligated, to limit the sales of products, or Services to any person, geographic region or jurisdiction. Intraday.my may exercise the right on case-by-case basis.

Intraday.my also reserve the right to limit the quantities of any products or services to offer. All descriptions of products or product pricing are subject to change at anytime without notice.

Intraday.my reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

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

## **6.0 TERMS OF SALES**

By placing an order you are offering to purchase a product and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

### **6.1 CONTRACT**

An acknowledgement e-mail confirming receipt of your order will be sent to your e-mail address provided after an order has been placed. In This e-mail is only an acknowledgement and will not constitute acceptance of your order.

A contract between us for the purchase of the goods will not be formed until your payment has been approved by us and we have debited your credit or debit card. To confirm acceptance of your order, an additional e-mail stipulating so will be sent.

Once your order has been confirmed, Intraday.my will not be able to make any cancellations or amendments to your order. Kindly ensure all items selected and details provided are correct before completing your checkout.

Intraday.my reserve the right to refuse, reject or cancel an order. This may be a result from one of the following:

- The item ordered is no longer available
- Payment is not made within 1 day (24 hours) of order placed
- Inability to obtain authorization of payment
- The identification of an error within the production information, including price or promotion
- Shopper have displayed poor transaction history (i.e. not fulfilling payment for orders placed repeatedly)

### **6.2 ACCURACY OF INFORMATION**

When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.

Intraday.my is not responsible for any mistaken or non-update for your personal data and information (name, address, telephone number, debit/credit card information and email address) provided by you.

## **7.0 PAYMENT**

We accept bank online payment gateway, bank transfers and cash deposits to our account. Please take note that every shopper has a grace period of 24 hours (1 day) upon placing an order to make payment for the items confirmed and accepted by Intraday.my. Payments that are unfulfilled within the stipulated grace period will result in the invoice void and said item(s) will be made available on the website again, and customers will be notified on this matter.

## **8.0 DELIVERY**

Fulfilled orders will be shipped out every TUESDAY and THURSDAY. All packages will be sent via PosLaju courier service.

Please note that PosLaju operates and make deliveries from Monday - Saturday (except for the first Saturday of every month).

Customers will receive an e-mail notification once the fulfilled order has been dispatched. Item can be traced via PosLaju Website. Please allow 24 hours from receipt of e-mail notification before tracking the package. Intraday.my will not be held responsible for any lost package or damaged goods en route delivery by Pos Malaysia.

Please take note that an order cannot be cancelled or amended after it has been confirmed and dispatched.

## **9.0 TYPOGRAPHICAL ERRORS**

In the event a Intraday.my product is listed at an incorrect price due to a typographical error or systems error:

Intraday.my will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. In this situation, if you have already paid for the goods, you will receive a full refund.

Intraday.my therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. Intraday.my reserve the right to refuse to fill any orders that you may place based on information on the Service that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

## **10.0 RETURN, EXCHANGE & REFUND**

PLEASE DO ALERT AS ALL SALE AND 'ON OFFER' ITEMS ARE NON-RETURNABLE, NON-REFUNDABLE AND NON-EXCHANGEABLE", ORDER CANNOT BE CANCELED ONCE IT IS BEING PROCESSED AND Intraday.my WILL NOT ACCEPT RETURNS FOR ITEMS ORDERED INCORRECTLY DUE TO CHANGE OF MIND.

The returns, exchanges and refund policy will only applicable when:

- Wrong item has been sent out to the shopper
- An item received is defect.

If this happen, customers are required;

- To inform us the damaged, wrong, or faulty items (apart from sale items) email support@intraday.my within 24 hours of the time item's received.
- To return the damaged, wrong or faulty items (apart from sale items) within 7 days of receipt date for a refund.
- Any delay will not be entertained.
- Customers will have to borne all postage costs for exchanges.
- Refunds will be converted to store credit for all customers.

## **11.0 INDEMNITY**

You agree to indemnify, defend and hold harmless Intraday.my, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

## **12.0 DISCOUNT CODES**

Promotional discount codes - Intraday.my may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through this Website. The conditions of use relating to any discount code will be specified at the time of issue.

## **Invalidity**

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

## **13.0 COMPLAINTS**

Intraday.my operate a complaints handling procedure which we will use to try to resolve disputes when they first arise: please let us know if you have any complaints or comments by sending an email to us.

## **14.0 WAIVER**

If you breach these conditions and we take no action, Intraday.my will still be entitled to use the rights and remedies in any other situation where you breach these conditions.

## **15.0 GOVERNING LAW & JURISDICTION**

These terms and conditions are to be construed in accordance with the laws of Malaysia and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the Malaysian courts.

## **16.0 ENTIRE AGREEMENT**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Intraday.my. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Intraday.my.

## **17.0 ETHICAL SOURCING POLICY**

As a reputable and trusted business committed to offering its customers high quality products, Intraday.my recognizes its obligation to ensure that suppliers are operating ethically. We expect our suppliers to consistently provide an environment which protects their employees' health and safety and basic human rights. All suppliers are expected to comply with their national employment laws and regulations with particular regard to:

- a) Minimum age of employment.
- b) Freely chosen employment.
- c) Health and safety.
- d) Freedom of association and the right to collective bargaining.
- e) No discrimination.
- f) No harsh or inhumane treatment.
- g) Working hours.
- h) Rates of pay.
- i) Terms of employment.