



Version 0.2 (04092018)

TERMS AND CONDITIONS OF SUBSCRIPTION AND ACCESS TO VIBRIUM (“TERMS”)

The Terms are intended to explain our obligations as a service provider and Your obligations as a customer. Please read them carefully.

These Terms are binding on any use of the Service and apply to You from the time that iMocha provides You with access to the Service.

iMocha reserves the right to change these Terms at any time, effective upon the posting of modified Terms and iMocha will make every effort to communicate these changes to You via email or notification via the Website. It is likely the Terms will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent Terms available on the Website.

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

1. Definitions and Interpretations

“Authorised Users”	means a person(s) authorised by You to access the Service.
“Bank”	means a financial establishment that You have maintained a Bank Account with
“Bank Account”	means a saving or current account opened by You in a Bank
“Charges”	means all fees, commission, charges, costs and expenses required to be paid under Your Banks’ terms and conditions by You to Your Bank from time to time.
"Confidential Information"	includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.
"Data"	means any data inputted by You or with Your authority into the Website.



“ENTRUST Soft Token”

means a personal mobile security application that can be issued to an Authorised Users for the purposes of verifying and authenticating the identity of the Authorised Users so as to enable the Authorised Users to approve Payment Instructions via the Service.

"Fee Schedule"

means the information relating to subscriptions and billing set out on the iMocha subscriptions and billing pages on the website, or any other page(s) on the Website notified by iMocha, which may be updated or amended by iMocha from time to time.

"iMocha"

means iMocha Sdn Bhd (804513-T).

"Intellectual Property Right"

means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“Loss”

means all or any direct or indirect loss or damage (financial or otherwise) of whatever nature, type and extent (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of opportunity).

“Password”

means the unique personal identification number(s), code(s), word(s), depiction(s) or other identification (electronic or otherwise) assigned by the User and includes any change thereof from time to time by the User.

“Payment Instructions”

means any requests, authorisations, instructions, or communications, in whatever form or manner including but not limited to facsimile, letter and emails given or transmitted via the Service to Your Bank.

"Service"

means VIBRIUM, the online financing management system made available (as may be changed or updated from time to time by iMocha) via the Website.

"Subscriber"

means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

"Subscription Fee"

means the monthly fee (excluding any taxes) payable by You in accordance with the Fee Schedule.



“Subscription Plan”	means a pre-defined list of system features which is tied to a Subscription Fee.
"Terms"	means these Terms of Use.
“Unauthorised Contents”	means any materials, data, communication and/or information which is/are illegal, unlawful or contrary to public or the Provider’s interests including any abusive, defamatory, infringement of rights, criminal offence or civil liabilities, racism, promotion of hatred, pornography or paedophilia, or contains any viruses or deleterious files.
“Username”	means the unique identification code(s) assigned respective Users of the Service.
"Website"	means the Internet site at the domain www.vibrium.com or https://app.vibrium.com or any other site operated by iMocha.
"You"	means the Subscriber, and where the context permits, a User. "Your" has a corresponding meaning.

2. Use of Software

iMocha grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Users, or any other applicable laws:

1. the Subscriber determines who is a User and what level of user role access to the relevant organization and Service that User has;
2. the Subscriber is responsible for all Users’ use of the Service;
3. the Subscriber controls each User’s level of access to the relevant organization and Service at all times and can revoke or change an User’s access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an User or shall have that different level of access, as the case may be;
4. if there is any dispute between a Subscriber regarding access to any Organization or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that User shall have, if any.

3. Your Obligations

1. Payment obligations:



An invoice for the Subscription Fee will be issued every three (3) months in accordance with the details set out in the Fee Schedule. iMocha will continue invoicing You in accordance with the Fee Schedule until this Agreement is terminated in accordance with Clause 8.

All iMocha invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. Payment of all amounts specified in an invoice must be paid in accordance with the Fee Schedule. You are responsible for payment of all taxes and duties in addition to the Subscription Fee.

2. Upgrading and downgrading of Subscription Plan:

For any upgrade or downgrade in Subscription Plan, will result in a new rate being charged only at the next billing cycle. There will be no prorating for downgrades in between billing cycles.

Downgrading your Service may cause the loss of features or capacity of your account. iMocha does not accept any liability for such loss.

All fees are subject to taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

3. Cancellation of Subscription Plan:

You can cancel Your Subscription Plan at any time. Please note that You must cancel Your Subscription Plan before it renews for a subsequent month in order to avoid being charged for the next month's Subscription Fee. If you cancel your Subscription Plan, the cancellation will become effective at the end of the then-current monthly subscription period

4. Preferential pricing or discounts:

You may from time to time be offered preferential pricing or discounts for the Subscription Fees as a result of the number of organizations that You have added to the Service or that have been added with Your authority or as a result of Your use of the Service ('Organizations'). Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Subscription Fees in relation to all of Your Organisations. Without prejudice to any other rights that iMocha may have under these Terms or at law, iMocha reserves the right to render invoices for the full (non-discounted) Subscription Fees due or suspend or terminate Your use of the Service in respect of any or all of Your Organizations in the event that any invoices for those Subscription Fees are not paid in full in accordance with the requirements set out in the Fee Schedule.

5. General obligations:

You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by iMocha or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so You must ensure that You are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

6. Automated Bank transaction data delivered into Your VIBRIUM account:



Automated bank feed data may become available at higher levels of subscription. iMocha reserves the right to pass on any charges related to the provision of bank feed data on a case-by-case basis at iMocha's sole discretion. iMocha would first inform You via email to indicate what those charges are likely to be (as such charges may vary depending on Your bank and Your volume of bank feeds). You have the option to decide to discontinue use of automated bank feeds at any time. To exercise this option, you must give iMocha sufficient prior notice of which automated bank account transaction data feeds you want to discontinue. Upon receiving such notice iMocha will arrange for such feeds to be terminated in accordance with each bank's usual practices.

7. Access conditions:

1. You must ensure that all Username(s) and Password(s) required to access the Service are kept secure and confidential. You must immediately notify iMocha of any unauthorized use of Your passwords or any other breach of security and iMocha will reset Your Password and You must take all other actions that iMocha reasonably deems necessary to maintain or enhance the security of iMocha's computing systems and networks and Your access to the Services.
2. As a condition of these Terms, when accessing and using the Services, You must:
 - i. not attempt to undermine the security or integrity of iMocha's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
 - ii. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
 - iii. not attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
 - iv. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
 - v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.
 - vi. not at any time attempt or assist, whether directly or otherwise, any person to transmit any Unauthorised Contents. If at any time You are aware or suspect the occurrence of any of the aforesaid activities, You shall notify the iMocha immediately.

8. Usage Limitations:

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against iMocha's application programming interface. Any such limitations will be advised.



9. Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. iMocha is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, iMocha does reserve the right to remove any communication at any time in its sole discretion.



10. Indemnity:

You indemnify iMocha against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to iMocha, including (but not limited to) any costs relating to the recovery of any Subscription Fees that are due but have not been paid by You.

4. Confidentiality and Privacy

1. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
2. Each party's obligations under this clause will survive termination of these Terms.
3. The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:
 - i. is or becomes public knowledge other than by a breach of this clause;
 - ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - iv. is independently developed without access to the Confidential Information.

2. Privacy:

iMocha maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy at upon registration for the Service and You will be taken to have accepted that policy when You accept these Terms.

5. Intellectual Property

1. General:

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of iMocha (or its licensors).

2. Ownership of Data:



Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the iMocha Subscription Fee when due. You grant iMocha a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

3. Backup of Data:

You must maintain copies of all Data inputted into the Service. iMocha adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. iMocha expressly excludes liability for any loss of Data no matter how caused.

4. Third-party applications and your Data.

If You enable third-party applications for use in conjunction with the Services, You acknowledge that iMocha may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. iMocha shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

6. Warranties and Acknowledgements

1. Authority:

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

2. Acknowledgement:

You acknowledge that:

1. You are authorized to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorized to use the Service. You are also authorized to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).

2. iMocha has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

- i. You are responsible for ensuring that You have the right to do so;



ii. You are responsible for authorizing any person who is given access to information or Data, and you agree that iMocha has no obligation to provide any person access to such information or Data without Your authorization and may refer any requests for information to You to address; and

iii. You will indemnify iMocha against any claims or loss relating to:

i. iMocha's refusal to provide any person access to Your information or Data in accordance with these Terms,

ii. iMocha's making available information or Data to any person with Your authorization.

3. The provision of, access to, and use of, the Services is on an "as is" and "as available" basis and at Your own risk. All contents and information which are available on the Service are not to be taken as investment, financial, commercial or business advice or recommendations. Such information and materials are provided for general information only and You should seek professional advice at all times and obtain independent verification of the information and materials contained before making any decision based on any such information or materials.

4. iMocha does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. iMocha is not in any way responsible for any such interference or prevention of Your access or use of the Services.

5. iMocha is not Your accountant and use of the Services does not constitute the receipt of accounting advice. If You have any accounting questions, please contact an accountant.

6. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

7. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the Software and the Website will comply with laws applicable to you (including any laws requiring you to retain records).

3. No warranties:

iMocha does not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses about the Services. Without limiting the foregoing, iMocha does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law,



including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

4. Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

7. Limitation of Liability

1. To the maximum extent permitted by law, iMocha excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.
2. If You suffer loss or damage as a result of iMocha's negligence or failure to comply with these Terms, any claim by You against iMocha arising from iMocha's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Subscription Fees paid by You in the previous 12 months.
3. If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

8. Termination

1. Trial policy

When You first sign up for access to the Services You can evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. If You choose to continue using the Services thereafter, You will be billed when You first add Your billing details into the Services, as set out in more detail in the Fee Schedule. If You choose not to continue using the Services, You may request for iMocha to remove Your organization from the Service.

2. Refund policy

Refunds will NOT be provided for any Subscription Plan. iMocha does NOT provide Credit, Refunds or Prorated Billing for subscriptions that are cancelled mid-month. In such circumstance, You will continue to have access to Your subscription until the end of the monthly billing cycle.

3. No-fault termination:

These Terms will continue for the period covered by the Subscription Fee paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Subscription Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least one month's advance written notice. If You elect to terminate these



Terms by providing one month's' advance written notice, You shall be liable to pay all relevant Subscription Fees up to and including the day of termination of these Terms.

4. Breach:

If You:

- a) breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
- b) breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.4 or any payment of Subscription Fees that are not paid in full in accordance with the requirements set out in the Fee Schedule); or
- c) You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

iMocha may take any or all of the following actions, at its sole discretion:

- d) Terminate this Agreement and Your use of the Service;
- e) Suspend for any definite or indefinite period of time, Your use of the Service;
- f) Suspend or terminate access to all or any Data.
- g) Take either of the actions in sub-clauses (d), (e) and (f) of this clause 8.4 in respect of any or all other persons whom You have authorized to have access to Your information or Data.

For the avoidance of doubt, if payment of any invoice for Subscription Fees due in relation to any of Your Billing Contacts, Billing Plans or any of Your Organizations (as defined at clause 3) is not made in accordance with the requirements set out in the Fee Schedule, iMocha may: suspend or terminate Your use of the Service, the authority for all or any of Your Organizations to use the Service, or Your rights of access to all or any Data.

5. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- a) remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- b) immediately cease to use the Service.

6. Expiry or termination:

Clauses 3.1, 3.7, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 15 survive the expiry or termination of these Terms.

9. Payment Instructions



1. iMocha will treat all Payment Instructions created in the Service as Payment Instructions properly authorised by You. iMocha shall not be liable for any unauthorised or fraudulent Payment Instructions received by VIBRIUM. iMocha shall be under no obligation to check the authenticity of the Payment Instructions or the authority of the person or persons giving them.
2. Where iMocha has reason to believe that a Payment Instruction purporting to come from You has not been properly authorised by You or that a breach of security has occurred in relation to Your access of the Service, iMocha reserves the right not to act, or to delay acting on the Payment Instructions without being liable to You for any Loss for so doing.
3. You are responsible for the accuracy, correctness, authenticity and completeness of the Payment Instructions. iMocha is not liable for any Loss or delay resulting from any breach, non-compliance or non-observance of the foregoing.
4. Any Payment Instructions performed using the Service will be dealt by Your Bank in their normal course of business. If Payment Instructions are given at a time after the deadline set by Your Bank for transactions for any particular day, the said Instructions may not be carried out until the next Business Day.
5. Any instructions or requests for change or variation of any particulars in the Application Form shall be in writing and in such manner as may be prescribed or agreed to by the Provider from time to time and shall be served on the Provider at least seven (7) working days.

10. Cancellation or Change of Payment Instructions

1. iMocha shall not be obliged to cancel or change any Payment Instructions after the same have been transmitted to Your Bank. iMocha shall use all reasonable efforts to act on such cancellation or change prior to Your Bank's execution of such Payment Instructions, but iMocha shall have no liability whatsoever if such cancellation, or change is not effected in time or could not be made. In the event that iMocha attempts to cancel or change any Payment Instructions at Your request, You shall be liable to pay any and all costs and expenses which may be incurred by iMocha. For the avoidance of doubt, iMocha shall not be taken to have received or to have notice of any cancellation or change until iMocha actually receives the notice of cancellation or change.

11. Rates for Payment Instructions

1. Foreign exchange rates and such other rates and information, including but not limited to news and reports on such rates or information made available via the Service are only indicative of the actual rates, quotes or information and are subject to change without prior notice.
2. You hereby agree that You will bear sole responsibility for any and all loss and damage arising from or in relation to Your reliance on such news and reports in making decisions to undertake any transactions through the Service.

12. Currency Exchange Indemnity

1. You hereby agree that any conversion from one currency into another in connection with Your Bank shall be effected in such manner as Your Bank may in its sole and absolute discretion deem fit and at Your Bank's then prevailing rate of exchange. You further agree that any loss,



cost, charge and risk resulting from the conversion of one currency into another in connection with the Service shall be borne solely by You and You hereby authorises Your Bank to debit any such loss, cost or charge to any of Your Bank Accounts.

2. In the event that Your Bank Account(s) does not have sufficient funds to pay for any transactions in full, Your Bank may reserve the right to liquidate any of Your foreign exchange positions and cancel the Payment Instruction and You shall be liable for any and all Loss (including but not limited to foreign exchange loss), Charges (including replacement fees) may be incurred thereby.

13. Exclusion of Liability for Payment Instructions

iMocha shall not be liable for any Loss incurred or suffered by You or any third party by reason or arising from:

1. Your inability to perform any of the transactions due to limits set by the Service or Your Bank from time to time;
2. any error, alteration, destruction of the Payment Instructions, data or information to or from the Service or during the course of transmission via the Service;
3. any intrusion or attack by any person or party on any data, hardware, software or during the course of transmission through the Service, including but not limited to viruses, Trojan Horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the Service or any part thereof or hijacking the data or any spoofing attack;
4. any restriction or prohibition on the access of the Service by any laws or regulations of any country from where You access the Service;
5. the insufficiency of funds in any of Your Bank Account(s);
6. any default caused by internet browser providers or by internet service providers or their agents or sub-contractors;
7. any breakdown or malfunction of any equipment, system or software used in connection with the Service, whether belonging to iMocha or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system or any part of the electronic fund transfer system;
8. any use, misuse, purported use or misuse, loss, the theft or unauthorised use of any of the Username(s) and Password(s) and/or the purported use or misuse of the Service;
9. Your failure to comply with the latest instructions, procedures and directions for access of the Service;
10. the corruption or loss of any data or instruction in the course of transmission thereof through the Service;
11. the funds in any of Your Bank Accounts are not available for utilization because it has been earmarked or provided to Your Bank as security or Your Bank is exercising its lien over the funds in Your Bank Account(s), or pursuant to Your Bank's rights under Your Bank's various



standard terms and conditions governing various Bank facilities and services prevailing from time to time;

12. any fraud, criminal act, offence or violation of any law or regulation has been or will be committed;

13. any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with You accessing the Service even if iMocha had been advised as to the possibility;

14. any delay or failure by Your Bank and/or its agent(s) in performing any of its duties in accordance with Your Bank's terms and conditions; or

15. any action taken by Your Bank pursuant to Your Bank's terms and conditions deemed as appropriate by Your Bank at its sole or absolute discretion

14. Help Desk

1. Technical Problems:

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting iMocha. If You still need technical help, please check the support provided online by iMocha on the Website or failing that email us at info@imocha.com.my.

2. Service availability:

Whilst iMocha intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason iMocha has to interrupt the Services for longer periods than iMocha would normally expect, iMocha will use reasonable endeavours to publish in advance details of such activity on the Website.

15. General

1. Entire agreement:

These Terms, together with the iMocha Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and iMocha relating to the Services and the other matters dealt with in these Terms.

2. Waiver:



If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

4. No Assignment:

You may not assign or transfer any rights to any other person without iMocha's prior written consent.

5. Governing law and jurisdiction:

In all situations this Agreement is governed by the laws of Malaysia and You hereby submit to the exclusive jurisdiction of the courts of Malaysia for all disputes arising out of or in connection with this Agreement.

6. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

7. Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to iMocha must be sent to info@imocha.com.my or to any other email address notified by email to You by iMocha. Notices to You will be sent to the email address which You provided when registering Your access to the Service.

8. Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

16. Consumers

VIBRIUM is not intended for consumer use (i.e., use for personal, family or household purposes).