

Dated this 1 day of _____ 2022

BETWEEN

ARMS 2 YOU DIGITAL SOLUTION (Company No. 003117209-U)
("ARMS2U")

AND

<JMB/MC Condo Name>
(JMB-MC)

SOFTWARE SUBSCRIPTION AGREEMENT



ARMS2U TERMS OF USE

This ARMS2U TERMS OF USE (“Agreement”) is made between **ARMS 2 YOU DIGITAL SOLUTION** (Company No. 003117209-U) referred hereinafter as (“ARMS2U”, “we” “us” or “our”) and **JMB/MC, <condo name>** referred hereinafter as (“JMB-MC”, “you” or “your”).

(ARMS2U and JMB-MC shall collectively be referred to in this Agreement as the “Parties” and individually as a “Party”).

WHEREAS, ARMS2U distributes a residential management solution which offers a web-based mobile-friendly system covering modules such as Accounting, Online Payment (e.g. via FPX, Credit Card and eWallets), Visitor Management, Notification, Notice & Events, Complaint Management, Parking Management, Facility Booking, Asset & Inventory Tracker, Document Management and other modules which are continuously developed to enrich the solution.

WHEREAS, JMB-MC intends to use the ARMS2U to establish a digital management System at its residential area and ARMS2U has agreed to allow you to use ARMS2U System for that purpose subject to the terms and conditions herein contained in this Agreement.

IT IS HEREBY AGREED as follows:

1. ARMS2U System

Subject to the terms and conditions of this Agreement, ARMS2U hereby grants JMB-MC the right to use the ARMS2U System to establish a digital management System at your residential area for all residents or related persons residing or domiciled at the Property who have registered and get his/her account activated in ARMS2U System, including any software or application (whether such software or application is designed to be accessed via mobile devices, the Internet or by other means) that is provided or offered by ARMS2U as part of the ARMS2U System (each an “End User”).

2. No Obligation to Verify

ARMS2U shall have no obligation and/or responsibility to verify, confirm or inspect any information provided by JMB-MC to ARMS2U pursuant to this Agreement, if any, for the use of the ARMS2U System, whether in form or substance. JMB-MC shall be responsible for ensuring that all information provided to ARMS2U under this Agreement for the setup of the ARMS2U System at the Property is complete, accurate, not misleading and up-to-date as of the Effective Date.

3. Subscription Period

This agreement is valid during the below period:

Start Date = _____

End Date = _____

4. ARMS2U Responsibilities

ARMS2U shall use commercially reasonable efforts to provide the JMB-MC with access and availability of the ARMS2U System including the following:

- a. to deploy, setup, configure, test and commission the ARMS2U portal with unique property name as sub-domain (e.g. xxxxx.arms2u.com) as the front-page for JMB-MC to access ARMS2U System;
- b. to provide comprehensive and adequate on-site and/or virtual training for the residents of the Property, JMB-MC and vendors such as security guards;
- c. to promptly notify JMB-MC and all End Users of any planned or unscheduled downtime which may include updates, improvements and emergency maintenance performed on the ARMS2U System;
- d. to ensure the System is always available, up and running with 99.9% uptime;
- e. to promptly debug, troubleshoot and deploy the fix in the event that the System encounter errors or bugs.

5. JMB-MC Responsibilities

JMB-MC agrees to perform the following obligations with respect to the use of the ARMS2U System at the Property:

- a. to ensure that the System is used by all users including JMB-MC residents and vendors according to its intended purpose and design;
- b. to ensure that JMB-MC is officially registered either with respective Majlis Perbandaran, Dewan Bandaraya or ROS (Registry of Society);
- c. to ensure the subscription payment is made according to the agreed payment term and schedule.

6. Privacy Policy

ARMS2U protects the personal information of JMB-MC and all End Users by strictly complying with the Personal Data Protection Act 2010, the primary legislation concerning the protection of personal data in Malaysia. Our Privacy Policy statement which can be found at

https://www.arms2u.com/privacy/ARMS2U_Privacy_Policy.pdf ,

documents how ARMS2U collects personal data, if any, as well as the measures and precautions in place to ensure the privacy and security of such information.

7. Copyright

ARMS2U reserves all copyrights for the codes, designs, graphics, logo, brand and other intellectual property derived from ARMS2U System.

8. Fees and Payment

ARMS2U provides easy, risk-free, pay-as-you-go **monthly subscription fee** as follows:

- a. No setup, admin, hosting or any up-front fee required;
- b. Charges depend on number of residential units that JMB-MC wants to manage;
- c. There is no limit in term of number of users including tenants, family members, care-taker and so on, but each unit must have only 1 official Owner that corresponds to the S&P Agreement for that unit;
- d. Payment must be made on or before 30th for each month to avoid account suspension;
- e. For the latest price and promotion, please visit ARMS2U website at <https://www.arms2u.com>
- f. Subscription fee for this agreement RM **x.xx** / unit per month.
- g. With maximum of x,xxx units to be managed, total contract amount = **RMxxx,xxx**

9. Data Confidentiality

- a. Data Privacy - The Parties agree to comply with all applicable laws and regulations concerning the protection of personal data including the provisions of the Personal Data Protection Act 2010 of Malaysia;
- b. Community Data - During the subsistence of this Agreement, ARMS2U shall be permitted to use any data provided by JMB-MC pursuant to this Agreement for the purposes of rendering the ARMS2U System ("Community Data") to JMB-MC and End Users at the Property.

10. Term & Renewal

This Agreement shall commence on the Commencement Date for the period specified in the Agreement as the Initial Term, and will automatically renew yearly unless either Party gives the other Party a written notice of termination at least sixty (60) days prior to the expiration of the current Term.

11. Termination

Each Party shall have the right to terminate this Agreement:

- a. upon mutual agreement of the Parties in writing;
- b. upon Notice to the other Party specifying a breach of a material term of this Agreement by the other Party and where such breach shall continue for a period of sixty (60) days after the receipt of such Notice;
- c. if the other Party is unable to perform any of its obligations under this Agreement after giving the other Party prior notification of such non-performance;
- d. if the other Party ceases or threatens to cease carrying on its business or its operations;
- e. if the other Party, its creditors or any other eligible party files for its liquidation, bankruptcy, reorganization, composition, or dissolution.

12. Effect of Termination

Upon the termination or expiry of this Agreement:

- a. the rights granted by ARMS2U to JMB-MC under this Agreement shall immediately terminate and ARMS2U may suspend JMB-MC's use of the ARMS2U System at the Property;
- b. ARMS2U shall, after thirty (30) days from the termination of this Agreement, erase, destroy, and render unreadable all Committee Data from ARMS2U System.

13. Limitation of Liability

In no event shall ARMS2U, its affiliates, directors, officers, employees, contractors and/or agents, be liable to JMB-MC or to any of its affiliates, for any special, indirect, incidental or consequential damages (including without limitation to, any loss of use, data, business, goodwill, reputation, revenue, or profits) arising out of or in any way related with this agreement, or the use, operation or performance of the ARMS2U System by the JMB-MC in any way whatsoever (whether such related services are presently existing or developed after the execution of this agreement), whether such damages or liabilities arise from any claim made based upon contract, warranty, tort (including negligence). Notwithstanding the above, in no event shall the liability for damages under this agreement of ARMS2U, its affiliates, directors, officers, employees, contractors and/or agents, exceed all fees and costs paid by the JMB-MC to ARMS2U under this Agreement for (1) one year.

In all events ARMS2U shall act in due diligence and be responsible of its staff and employees.

14. Indemnification by JMB-MC

The Parties acknowledge and agree that ARMS2U shall not be responsible for any commercial or legal liability that may arise as a result of JMB-MC's use of the ARMS2U Platform at the Property, and shall defend, indemnify and hold ARMS2U, its affiliates, directors, officers, employees, contractors and/or agents, harmless from and against any suits, claims, proceedings, judgments, awards, damages, losses and/or liabilities, that are incurred or suffered by ARMS2U, its affiliates, directors, officers, employees, contractors and/or agents from such use by JMB-MC, as the case may be, unless such liability, losses and/or damages are caused by the negligence and misconduct of ARMS2U.

15. Notice

Any notice, consent, approval, request or demand (each a "Notice") permitted or required under this Agreement must: (a) be in writing; (b) be signed by the authorised representative of the Party giving it; and (c) be delivered personally or by prepaid registered post or fax or email to the contact person designated in this Agreement

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

17. Disclaimer

The Parties agree that the ARMS2U System is provided on an "as is" and "best effort" basis. Although ARMS2U uses commercially reasonable efforts to provide JMB-MC with availability and accessibility of the ARMS2U System, ARMS2U does **not** guarantee that:

- a. the ARMS2U System will be performed error-free or uninterrupted;
- b. that any ARMS2U System related errors will be corrected in any specified timeline;
- c. the ARMS2U System will meet all JMB-MC requirements, specifications or expectations in all respects.

Furthermore, JMB-MC acknowledges and agrees that ARMS2U does not control the transfer of data over communications facilities or networks, including the Internet, mobile networks or other means of data transmission, and the ARMS2U System may be subject to limitations, delays, interruptions and other problems inherent in the use of such communications facilities.

The availability of the ARMS2U System may also be dependent on third party service providers such as Payment Gateways, Email Gateways, SMS Gateways & WhatsApp Gateways used to render the ARMS2U System to JMB-MC which ARMS2U has no control over, and the operation, maintenance and availability of such third party services are governed, as the case may be, by their respective terms of service(s).

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IN WITNESS WHEREOF, the Parties or their duly authorised representatives have set their respective hands the day and year first before written.

SIGNED BY

for and on behalf of **ARMS 2 YOU DIGITAL SOLUTION,**

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Name:
Title: Director of ARMS2U
NRIC No:
Date:

SIGNED BY

for and on behalf of **JMB-MC Committee Members / Management,**

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Title:
NRIC No:
Date:

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