TERMS AND CONDITIONS

Pet Grooming Management System
CYGENIX SOLUTIONS

1. INTRODUCTION

These Terms and Conditions (“Terms”) govern the use of the Pet Grooming Management System (“System”) operated by Cygenix Solutions (“Company”, “we”, “us”, or “our”).

By accessing, registering, or using the System, you (“User”, “Subscriber”, or “Customer”) agree to be legally bound by these Terms in accordance with the laws of Malaysia.

2. DESCRIPTION OF SERVICE

The System is a cloud-based Software-as-a-Service (SaaS) platform that enables pet grooming businesses to manage appointments, pet records, customer information, inventory, reporting, and automated notifications.

We reserve the right to modify, enhance, suspend, or discontinue any part of the System at our sole discretion.

3. ELIGIBILITY

Users must be at least 18 years old and legally capable of entering into binding contracts under Malaysian law. Business users warrant that they are authorized to bind their company or organization.

4. ACCOUNT REGISTRATION AND SECURITY

Users agree to:

- Provide accurate and complete information
- Maintain confidentiality of login credentials
- Notify us immediately of unauthorized access

Users are fully responsible for all activities conducted under their account.

A valid mobile phone number is required to register any account, including a Free account. We may check the email address, phone number and SSM number against existing accounts.

5. SUBSCRIPTION, FEES AND PAYMENT

5.1 Plans, prices, limits and features are as shown on the pricing page at https://cygenixsolutions.com/petcare at the time of purchase. All fees are payable in Malaysian Ringgit (MYR) and exclude SST, if applicable.

5.2 Paid plans are billed monthly, or yearly where offered. A yearly plan is paid once in advance and gives 12 months of access; it is not paid in monthly instalments.

5.3 Plans do not renew without your confirmation. We will remind you before your plan ends. If you do not pay to continue, your account moves to the Free plan and your data is kept.

5.4 Upgrades take effect immediately. You pay the price difference for the remaining days of your current period, and your end date stays the same. Downgrades take effect at the end of your current period.

5.5 Payments made are non-refundable, including yearly plans cancelled before the end of the 12 months, except where required under the Consumer Protection Act 1999 (Malaysia). You keep access until the end of the period you have paid for.

5.6 Features marked "Coming Soon" are not part of any plan or add-on until they are released, and cannot be purchased.

5.7 Promotions and free trials are governed by their own campaign terms. When a free trial ends, your account moves to the Free plan and nothing is charged automatically. For the one-Free-account rule in clause 7.1, a shop on a free trial or campaign plan counts as a Free account.

5.8 Failure to pay fees due may result in your account moving to the Free plan, or in suspension or termination of service.

6. PERSONAL DATA PROTECTION

We comply with the Personal Data Protection Act 2010 (PDPA) of Malaysia.

By using the System, Users consent to:

- Collection and processing of business and customer data
- Secure storage of such data
- Use of data strictly for operational purposes

Users are responsible for obtaining consent from their own customers before storing personal data in the System.

7. ACCEPTABLE USE POLICY

7.1 Users shall not:

- Use the System for unlawful purposes
- Upload malicious software
- Attempt unauthorized system access
- Resell, reverse engineer, or replicate the System
- Share one account or one set of login details across separate shops, branches or businesses beyond the seats and branches included in their plan
- Open more than one Free account for the same shop, including by using a different email address, phone number or SSM number. Opening a new shop or branch on the Free plan and then upgrading it is allowed
- Use automated scripts, bots or bulk tools to enter data into the System, other than the import tools or services we provide

Subject to clause 7.2, violation may result in immediate termination without refund.

7.2 Fair Use. "Unlimited" in any plan means unlimited for the normal business use of the shops and branches covered by that plan. If we see clearly abnormal use, such as activity far above that of a typical shop, automated entries or one account being used by several businesses, we may contact you, limit that activity, ask you to move to a suitable plan, or suspend the account. Where possible, we will tell you before taking action, unless we need to act at once to protect the System or other users.

8. INTELLECTUAL PROPERTY RIGHTS

All software, design, branding, trademarks, and source code remain the exclusive property of Cygenix Solutions.

No rights are transferred except limited usage rights under subscription.

9. SYSTEM AVAILABILITY

We aim to provide continuous service but do not guarantee uninterrupted access.

We are not liable for downtime caused by:

- Internet disruptions

- Third-party integrations (e.g., WhatsApp APIs)
- Server maintenance
- Force majeure events

10. LIMITATION OF LIABILITY

To the fullest extent permitted by Malaysian law:

Cygenix Solutions shall not be liable for:

- Indirect or consequential damages
- Loss of profits or business interruption
- Data loss caused by user negligence
- Disputes between grooming businesses and their customers

Total liability shall not exceed the subscription fees paid in the preceding three (3) months.

11. INDEMNIFICATION

Users agree to indemnify and hold harmless Cygenix Solutions from claims, damages, or liabilities arising from misuse of the System.

12. TERMINATION

We may suspend or terminate accounts if:

- Terms are breached
- Payments are overdue
- Illegal activities are detected

Users may terminate at any time, but no refund will be issued for unused subscription periods, including the unused part of a yearly plan.

13. AMENDMENTS

We reserve the right to revise these Terms at any time.

Continued use constitutes acceptance of revised Terms.

14. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of Malaysia.

Any disputes shall be subject to the exclusive jurisdiction of the courts of Malaysia.

15. CONTACT INFORMATION

CYGENIX SOLUTIONS (SSM 202503163642)

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