

# Terms & Conditions

---

## Geran Digital PMKS Madani Programme

Gold-Cheers Holding (M) Sdn. Bhd.

### 1. Introduction

These Terms and Conditions (“Terms”) govern the participation of micro, small and medium enterprises (PMKS) in the **Geran Digital PMKS Madani** programme facilitated by **Gold-Cheers Holding (M) Sdn. Bhd.** (“the Company”), a registered and recognised Digital Partner appointed to implement digitalisation training and software onboarding under this government initiative.

The **Geran Digital PMKS Madani** programme is an initiative by the Government of Malaysia via agencies such as **Bank Simpanan Nasional (BSN)** and **Funding Societies Malaysia** to support the digital transformation of local enterprises. This programme provides matching grants of up to **RM5,000 or 50%** of the total digitalisation package cost.

By applying through our platform, submitting any registration form, or engaging in any of our services under this programme, **you (“the applicant”, “you”, or “the business”)** agree **to be bound by these Terms and Conditions**. It is your responsibility to read and understand these Terms in full before submitting your application or making any payment.

These Terms form a legally binding agreement between you and Gold-Cheers Holding (M) Sdn. Bhd., outlining each party’s rights and obligations during your participation in the programme.

### 2. Eligibility

To be eligible for the Geran Digital PMKS Madani programme, the applicant must meet **all** the following criteria:

1. **Business Ownership**

The business must be at least **60% owned by Malaysians**.

2. **Business Type**

Only **Micro, Small, or Medium Enterprises (PMKS)** or **Cooperatives (Koperasi)** registered under SSM or other recognised entities in Malaysia are eligible.

3. **Business Registration**

Must be registered with the **Companies Commission of Malaysia (SSM)**, **Local Authorities**, or relevant **Professional Bodies**.

4. **Operational Duration**

Must have been in operation for at least **6 months** at the time of application.

5. **Annual Sales Revenue**

Must have a minimum **annual sales turnover of RM50,000**.

6. **One-Time Grant Claim**

Each company is only eligible to claim this digitalisation grant **once** under this initiative.

7. **Compliance and Documentation**

Must provide **complete and accurate documents**, including business registration, identification, bank details, and any other required forms.

8. **Intended Use**

The business must intend to use the grant **for the digital solutions provided** under this programme only and not for unrelated purchases or services.

9. **Willingness to Participate**

Must be willing to undergo relevant **training/workshop sessions** and adopt the digital tools included in the selected package.

### 3. Application Process

The application process for the Geran Digital PMKS Madani programme via Gold-Cheers Holding (M) Sdn. Bhd. consists of the following steps:

1. **Initial Registration**

Interested businesses must fill in the application form provided on our website or through our approved registration channels. All fields must be accurately completed.

2. **Package Selection**

Applicants may choose from the available digitalisation packages offered by Gold-Cheers Holding (M) Sdn. Bhd., which include:

- Digital Marketing (Blastify & Senang Brain)
- Accounting & E-Invoicing (Senang Akaun)
- Artificial Intelligence (AI & Senang Brain)

3. **Document Submission**

Applicants are required to upload or email supporting documents, including:

- SSM Business Registration
  - Business Owner's NRIC (front & back)
  - Latest 2 months bank statement
  - Any other documents required by the grant administrator
4. **Preliminary Verification**  
The Company will conduct an internal verification to confirm the applicant's eligibility and readiness for the grant. Applicants will be contacted if clarification is needed.
  5. **Payment of Co-Funding (if applicable)**  
The grant covers up to 50% or RM5,000. If the selected package exceeds the grant cap, the applicant will be required to pay the **remaining balance**.
  6. **Submission to Grant Administrator**  
Upon successful internal review and payment, the Company will submit the application and required documents to the official grant administrator (e.g. BSN or Funding Societies).
  7. **Implementation & Training**  
Once approval is received, the Company will proceed with onboarding, training, and delivery of the selected digital package to the applicant.

#### 4. Grant Quota Limitations

The **Geran Digital PMKS Madani** programme is subject to **limited funding quotas** set by the government and its appointed grant administrators (e.g. **Bank Simpanan Nasional (BSN)** and **Funding Societies**).

As such, the availability of the grant is **not guaranteed**, even if an applicant meets all eligibility criteria.

The following conditions apply:

1. **First-Come, First-Served Basis**  
Applications will be processed and submitted based on a **first-come, first-served** queue. Once the quota is reached, new applications may no longer be accepted.
2. **No Guarantee of Approval**  
The Company acts as a Digital Partner only and has **no control** over final approval decisions made by the grant administrator.

3. **No Reservation of Grant Slots**

Submission of your form or payment does **not reserve** or hold a grant slot unless full documentation and balance payment (if any) are received and verified in time.

4. **Refund Policy**

In the event a grant cannot be approved due to exhausted quota, the grant administrator will **either refund the co-payment made** or offer alternative digitalisation options without grant funding, at the applicant's choice.

5. **Closing of Programme**

The Company reserves the right to stop accepting applications **once notified by the government or grant administrator** that the allocation has been fully utilised.

## 5. Programme Packages

As part of the Geran Digital PMKS Madani initiative, Gold-Cheers Holding (M) Sdn. Bhd. offers **three (3) digitalisation packages** under this programme. Each package is designed to enhance business operations through digital tools, systems, and knowledge. The applicant must choose **one (1)** of the following packages during application:

Packages	Value	What You Get:
<b>Package A</b>	<ul style="list-style-type: none"><li>• RM 5,000</li></ul>	<ul style="list-style-type: none"><li>• 12 Months Subscription to Accounting System</li><li>• 12 Months Subscription to AI Tools System</li><li>• Accounting Workshop (E-Invoice)</li><li>• Artificial Intelligence Workshop</li><li>• <b>Android POS Receipt Printer</b></li></ul>
<b>Package B</b>	<ul style="list-style-type: none"><li>• RM 3,500</li></ul>	<ul style="list-style-type: none"><li>• 12 Months Subscription to Accounting System</li><li>• 12 Months Subscription to AI Tools System</li><li>• Accounting Workshop (E-Invoice)</li><li>• Artificial Intelligence Workshop</li></ul>
<b>Package C</b>	<ul style="list-style-type: none"><li>• RM 2,500</li></ul>	<ul style="list-style-type: none"><li>• 12 Months Subscription to Accounting System</li><li>• 12 Months Subscription to AI Tools System</li><li>• Accounting Workshop (E-Invoice)</li></ul>

### General Notes:

- All packages include a basic onboarding session and user training.
- Any advanced usage, customization, or extended support is subject to separate terms or additional fees.
- Each applicant is allowed to claim for **only one (1) package** under this programme.
- The package once selected and submitted **cannot be changed** after grant application has been submitted to the grant administrator.

### 6. Package Customisation

The digital packages provided under the Geran Digital PMKS Madani programme are **standardised and pre-approved** by the relevant grant administrators. As such, **customisations or additional features are not included** under the funded package unless explicitly stated in writing.

The following terms apply:

1. **No Custom Work by Default**

Each package is delivered as a standard bundle. Any requests to modify features, design, workflows, or integrate third-party platforms are **outside the scope** of the grant-funded package.

2. **Additional Charges May Apply**

If the applicant requires customisation, such requests may be **subject to additional charges**, to be borne fully by the applicant, and are not claimable under the grant.

3. **Separate Agreement Required**

All customisation work must be agreed upon through a **separate service agreement or quotation** and does not fall under the terms of the grant-funded programme.

4. **Impact on Grant Timeline**

Customisation requests may affect the standard delivery timeline and could delay the fulfilment of grant reporting requirements. The Company shall not be liable for delays resulting from such customisations.

5. **Documentation & Acceptance**

Any approved customisation will be documented separately, and the applicant must sign off on any revised scope or cost before work begins.

## 7. Change Requests & Scope Creep

The packages under this programme are designed to deliver specific outcomes within a defined scope. To maintain quality and compliance with the grant structure, **any changes or additions requested by the applicant after project commencement may be considered outside the agreed scope** and are subject to the terms below:

1. **Definition of Scope Creep**

"Scope creep" refers to any request for additional work, features, content, services, or support **not explicitly included** in the original package deliverables or documentation.

2. **Approval Required**

All change requests must be submitted in writing and are subject to review by the Company. The Company reserves the right to accept or reject such requests.

3. **Additional Charges**

Approved changes outside the original scope may be subject to **additional fees** which are not claimable under the grant. These charges must be agreed upon before work begins.

4. **Impact on Delivery Timeline**

Change requests may affect the overall timeline and completion of the package. The Company is not responsible for delays caused by such changes.

5. **Written Confirmation**

No verbal or informal requests shall be treated as valid unless confirmed in writing by both parties.

6. **Exclusions**

Requests such as extra training sessions, complex integrations, new modules, data entry services, graphic design, or marketing content beyond the standard tools provided are considered outside the original package.

## 8. Fees and Payment

The Geran Digital PMKS Madani programme provides a **matching grant of up to RM5,000 or 50%** of the total cost of approved digitalisation services, whichever is lower. The following payment terms apply:

1. **Co-Funding Requirement**

Applicants are required to pay the remaining of the package cost that is not covered by the grant. This **co-payment** must be made **before submission to the grant administrator**.

## 2. **Payment Methods**

Payment must be made via online transfer or other methods as directed by the Company. Payment receipts must be submitted for verification.

## 3. **Non-Refundable Processing Fee**

Where applicable, a small **non-refundable processing fee** may be charged to cover administrative and onboarding work.

## 4. **Full Payment for Non-Approved Cases**

If the grant is not approved (due to quota, eligibility, or applicant error), the applicant may proceed with the service **by paying the full package fee**.

Alternatively, a refund may be issued under the refund policy.

## 5. **Invoice and Receipt Issuance**

An official invoice will be issued upon package confirmation. A receipt will be issued after payment is received.

## 6. **No Work Without Payment**

The Company will not proceed with onboarding, configuration, or service delivery **until the co-payment is received in full**.

## 7. **Package Cost Breakdown**

The package price shown includes onboarding, software access, training, and technical support within the limits of the grant-funded scope. Add-ons or upgrades will be billed separately.

## 8. **Late Payment**

Delays in co-payment may result in missed grant quotas or delays in application processing. The Company shall not be held liable in such cases.

# 9. **Refund & Cancellation Policy**

This policy outlines the conditions under which refunds or cancellations are allowed under the Geran Digital PMKS Madani programme facilitated by Gold-Cheers Holding (M) Sdn. Bhd.

## 1. **Non-Refundable Services**

Once onboarding has commenced or the application has been submitted to the grant administrator, the **co-payment made is non-refundable**, regardless of the final outcome.

## 2. **Client-Initiated Cancellation**

If the applicant cancels after payment but **before submission**, a partial refund may be granted, subject to:

- Deduction of a fixed administrative fee

- Written cancellation notice submitted within 5 working days from payment
- 3. **No Refund for Incomplete or False Applications**  
Applications that are rejected due to **incomplete information, false declarations, or failure to meet eligibility criteria** will **not be eligible for a refund**.
- 4. **Service Unused Post-Approval**  
If the grant is approved and the applicant fails to proceed with the onboarding or utilise the service, **no refund** will be issued. The Company shall be deemed to have fulfilled its obligation.
- 5. **Force Majeure**  
The Company shall not be liable for delays or non-performance caused by circumstances beyond its control (e.g. government policy change, pandemic, grant termination). Refunds in such cases will be handled on a best-effort basis.
- 6. **Processing Time**  
Approved refunds (if any) will be processed within **14–30 working days** upon official confirmation and verification of bank details.

## 10. Obligation to Complete Implementation

By applying to this programme and selecting a package from Gold-Cheers Holding (M) Sdn. Bhd., the applicant agrees to fully cooperate and complete all onboarding, setup, training, and implementation activities required under the selected digitalisation package.

The following obligations apply:

1. **Applicant Commitment**  
Once the grant application is approved, the applicant must complete the implementation **within the period specified** by the Company or the grant administrator (typically within 30–60 days).
2. **Training Attendance**  
The applicant agrees to attend any **scheduled training or onboarding session**, whether physical or virtual, as required for the completion of the package.
3. **Access and Communication**  
The applicant must provide necessary access, cooperation, and timely communication to enable the Company to deliver the promised services.
4. **Non-Completion Penalty**  
Failure to complete the implementation without valid justification may result in:
  - Forfeiture of grant eligibility



- Blacklisting from future grant opportunities
  - Liability to reimburse costs already incurred
5. **Reporting Requirements**  
The applicant agrees to assist in providing information, feedback, or evidence of usage if requested for the purpose of grant closure or audit by relevant authorities.
6. **No Transfers or Delays Without Consent**  
Implementation is tied to the approved entity only and **cannot be transferred**, paused indefinitely, or delayed beyond the allowable grace period without written approval.
7. **Right to Terminate**  
The Company reserves the right to terminate the implementation process if the applicant is unresponsive, unwilling to proceed, or found to be in breach of the Terms.

## 11. Training Attendance Policy

As part of the grant-funded digitalisation package, training or onboarding sessions are a mandatory component. These sessions are essential for the applicant to fully utilise the solutions provided and for the Company to fulfil reporting obligations to the grant administrator.

The following terms apply:

1. **Mandatory Participation**  
All applicants must **attend the designated training, onboarding, or workshop sessions** scheduled by Gold-Cheers Holding (M) Sdn. Bhd., either in-person or online (depending on the package).
2. **Scheduling and Notification**  
Training sessions will be scheduled with reasonable notice. The applicant must confirm attendance and ensure the relevant personnel are available.
3. **Failure to Attend**  
Failure to attend the scheduled training **without valid notice** may result in:
  - A delay in project implementation
  - Potential forfeiture of grant eligibility
  - Invalidation of the package claim

4. **One-Time Session Policy**

Each grant package includes **one (1) complimentary training session**. Additional sessions requested by the applicant are subject to **additional charges**.

5. **Proof of Attendance**

Participants may be required to **sign attendance forms**, complete a feedback form, or be recorded (with consent) as proof of participation.

6. **Technical Requirements**

For online sessions, the applicant must ensure a stable internet connection and a functioning device with audio/video capabilities.

7. **No Delegation Without Approval**

If the primary contact is unable to attend, another representative may join **only with prior notice** and approval by the Company.

**12. Post-Implementation Support**

Upon successful implementation of the selected digital package, Gold-Cheers Holding (M) Sdn. Bhd., will provide limited **post-implementation support** to assist clients in using the digital tools effectively.

The following terms apply:

1. **Support Period**

Complimentary support is provided for a period of **30 days** from the date of implementation completion (onboarding/training delivery), unless otherwise stated.

2. **Support Channels**

Support will be delivered through:

- Email
- WhatsApp or ticketing system
- Scheduled virtual consultations (where required)

3. **Scope of Support Includes:**

- Guidance on using platform features included in the package
- Troubleshooting basic technical or access issues
- Clarification on package deliverables
- Guidance on features used during training

4. **Scope Exclusions:**

The following are **not covered** under free support:

- Feature enhancements or customisations
- Data entry or accounting services
- Graphic design, marketing content, or strategy planning
- Issues caused by third-party software or user negligence

5. **Extended Support**

Ongoing support beyond the complimentary period is available via:

- Paid subscription (where applicable)
- Ad-hoc consultation fees
- Premium support plan (optional)

6. **Client Responsibilities**

Clients must provide clear descriptions of any issues encountered and follow the recommended troubleshooting steps provided by the support team.

7. **Service Hours**

Support is available **Monday–Friday, 9:00AM–5:00PM (excluding public holidays)**.

### 13. Applicant Responsibilities

By enrolling in a package under the **Geran Digital PMKS Madani** programme through Gold-Cheers Holding (M) Sdn. Bhd., the applicant agrees to the following responsibilities to ensure the successful completion of the programme deliverables:

1. **Provide Accurate Information**

The applicant must submit accurate and complete company details, documentation, and declarations as required by the grant administrator and Gold-Cheers Holding (M) Sdn. Bhd.

2. **Ensure Eligibility Compliance**

The applicant is responsible for confirming their eligibility for the grant and ensuring that all provided documentation (e.g., SSM, sales record) supports their claim.

3. **Make Timely Payment**

The applicant must settle the co-payment **before the grant submission**. No implementation or application will proceed without proof of payment.

4. **Attend Training Sessions**

The applicant or assigned representative must attend the full training or onboarding session(s) as scheduled. Absences may affect project completion or claim validity.

5. **Cooperate During Implementation**

The applicant must actively communicate, provide timely feedback, and share relevant access or information required for setup, configuration, or training purposes.

6. **Respond Promptly to Communication**

The applicant must respond to calls, emails, or WhatsApp messages from Gold-Cheers Holding (M) Sdn. Bhd. within a reasonable time to avoid unnecessary delays.

7. **Adhere to Timelines**

Applicants must ensure implementation is completed within the grant's prescribed window (typically 30–60 days from application approval).

8. **Maintain Good Conduct**

The applicant agrees to behave professionally and respectfully towards the Company's staff. Abusive or inappropriate conduct may lead to termination of the engagement.

9. **Not Misuse the Programme**

Applicants must not attempt to exploit or duplicate claims, falsify documents, or misuse the tools provided for non-commercial or unethical purposes.

10. **Compliance with Grant Authority**

The applicant must comply with any request for verification, audit, or follow-up made by BSN, MDEC, or any related grant bodies. Failure to do so may result in disqualification and fund recovery.

## 14. Use of AI Tools

Some packages offered under the **Geran Digital PMKS Madani** initiative by Gold-Cheers Holding (M) Sdn. Bhd. include the use of artificial intelligence (AI)-powered tools and platforms such as **Senang Brain**, **Senang Akaun**, or other automation services. By enrolling in a package that includes these technologies, the applicant agrees to the following terms:

**1. Functionality Disclaimer**

AI tools are designed to assist users in content creation, automation, analytics, and decision-making. While they significantly improve productivity, they may not always generate perfect, context-aware, or legally accurate results. The Company does not guarantee the absolute accuracy of AI-generated output.

## **2. User Responsibility**

The applicant is fully responsible for verifying and validating any content, report, invoice, or decision made using the AI system before using it in business operations, especially where legal or financial implications are involved.

## **3. Training & Guidance**

The Company will provide basic training and guidance on how to use the AI tools effectively and responsibly. Ongoing learning is encouraged to maximise the tools' benefits.

## **4. Fair Use Policy**

Applicants must use the AI tools in accordance with ethical, legal, and business norms. Misuse for spam, plagiarism, false representation, or offensive content is strictly prohibited.

## **5. System Limitations**

AI systems may occasionally experience downtime, limitations in language understanding, or delays depending on usage load. The Company shall not be held liable for business loss arising from such technical issues.

## **6. Data Usage and Privacy**

All input data submitted through the AI system will be treated as confidential. However, applicants must avoid uploading sensitive personal data or proprietary information unless necessary and permitted.

## **7. Third-Party AI Providers**

Some AI features are powered by third-party platforms (e.g., OpenAI, cloud services). Use of these tools implies acceptance of their underlying terms of service as integrated within the provided platform.

## **8. Grant Reporting Compliance**

Any AI-generated output used for grant reporting or fulfilment purposes must reflect genuine usage. Manipulation or falsification may result in grant disqualification.

# **15. Intellectual Property**

This section outlines the ownership rights of digital tools, content, and materials provided by Gold-Cheers Holding (M) Sdn. Bhd. under the **Geran Digital PMKS Madani** programme.

## **1. Ownership of Tools and Platforms**

All software systems, AI tools (such as Senang Brain, Senang Akaun), websites, digital assets, and content templates provided under this programme remain the **sole intellectual property of Gold-Cheers Holding (M) Sdn. Bhd.** or its licensors. Access is granted only for the duration and purpose specified in the package.

## 2. Usage Rights

Applicants are granted a **non-exclusive, non-transferable, and revocable license** to use the tools and training materials provided for the purpose of improving their business operations, subject to the Terms of Use of the respective platforms.

## 3. Restrictions

The applicant agrees **not to reproduce, resell, copy, reverse-engineer, or redistribute** any proprietary tools, systems, source code, or training materials without written permission.

## 4. Content Ownership

Any custom content or data created by the applicant using the AI tools (e.g., marketing copy, reports, invoices) is owned by the applicant, provided it is not a derivative of protected templates or proprietary modules.

## 5. Training & Documentation

All training slides, recordings, manuals, and learning resources shared during onboarding remain the intellectual property of the Company and **must not be distributed or reused** without permission.

## 6. Third-Party Content

Any third-party content or plugins used in your implementation (e.g., icons, templates, APIs) remain the property of their respective owners and are used under relevant licenses.

## 7. Brand & Trademark

Use of Gold-Cheers Holding (M) Sdn. Bhd.'s brand, logo, or product names in any public or commercial context **requires prior written approval**.

## 8. Breach of IP Terms

Any unauthorised use, duplication, or infringement of intellectual property may result in immediate termination of services, grant invalidation, and potential legal action.

## 16. Limitation on Free Add-Ons

Packages offered by Gold-Cheers Holding (M) Sdn. Bhd. under the **Geran Digital PMKS Madani** initiative may include certain **free add-ons or bonuses**. These are subject to the following terms:

### 1. Limited Duration or Access

Free add-ons (e.g. AI credits, marketing templates, trial modules, premium support) are typically provided for a **limited period or usage quota**, as stated in the package description.

## 2. Non-Guaranteed Features

Add-ons are provided **as a value-added incentive** and are not considered part of the core package deliverables. The Company reserves the right to modify, replace, or discontinue any free add-on at its discretion.

## 3. Not Eligible for Support or Customisation

Free items are offered *as-is* and may not include:

- Technical support
- Customisation services
- Ongoing updates unless specified

## 4. No Monetary Value

Free add-ons hold no monetary value and cannot be exchanged, refunded, or claimed as a paid feature if removed or modified.

## 5. Usage Conditions Apply

Certain add-ons (e.g. AI tokens, template downloads, digital credits) may require activation or usage within a specific time frame, or they will expire.

## 6. Fair Use Enforcement

Misuse or abuse of free features — including spamming, overuse beyond intended purpose, or unauthorised sharing — may lead to suspension of access or permanent revocation.

## 7. Paid Upgrade Option

In some cases, users may opt to **upgrade** to an extended or premium version of the free add-on at a preferential rate post-implementation.

## 17. Service Delivery

Gold-Cheers Holding (M) Sdn. Bhd., as a registered Digital Partner under the **Geran Digital PMKS Madani**, is committed to delivering the selected digitalisation packages professionally, timely, and in accordance with the agreed scope of services.

### 1. Delivery Timeline

Service implementation shall commence **after full documentation is submitted** and the **applicant's co-payment is received**. The typical delivery and onboarding timeline ranges from **7 to 21 working days**, depending on the package selected and client responsiveness.

### 2. Package Fulfilment Scope

Each digitalisation package includes:

- System access or onboarding (e.g. Senang Akaun, Senang Brain, AI tools)
- One-time training or workshop (online or in-person)
- Supporting resources such as templates or guides
- Limited post-implementation support (refer to support clause)

### **3. Method of Delivery**

Services may be delivered through:

- Online platforms (Zoom, Meet, Microsoft Teams)
- Cloud-based software access
- WhatsApp or email follow-up
- In-person sessions, where arranged and applicable

### **4. Client Preparation Requirements**

To enable smooth delivery, the applicant must:

- Ensure timely communication and availability during working hours
- Provide accurate business information and documents
- Attend scheduled training and respond to setup instructions promptly

### **5. Delays & Disruptions**

The Company is not responsible for delivery delays caused by:

- Incomplete or inaccurate applicant documentation
- Failure to respond within 7 working days
- Force majeure events (e.g., internet outage, illness, national emergencies)

### **6. Completion Confirmation**

Once delivery is completed, the applicant may be asked to:

- Sign an acknowledgment form
- Complete a feedback or survey form
- Submit screenshots or confirmation of use (if required for grant closure)

### **7. Right to Withhold Services**

The Company reserves the right to suspend or withhold services if:

- The applicant fails to comply with the Terms & Conditions



- False declarations or non-cooperation is observed

## 18. Non-Guarantee of Results

Gold-Cheers Holding (M) Sdn. Bhd. provides digital tools, AI solutions, accounting platforms, and training programmes under the **Geran Digital PMKS Madani** to empower micro, small, and medium enterprises (MSMEs) to enhance productivity and efficiency. However, the Company **makes no guarantee of specific business outcomes**.

### 1. Performance Depends on User Action

While the tools and training provided are designed to facilitate business improvement, the results achieved depend largely on the applicant's:

- Willingness to implement the tools consistently
- Business strategy and operational discipline
- Industry conditions and customer demand

### 2. No Guarantees of Sales, Leads, or Profit

The Company does not guarantee:

- Increase in sales or revenue
  - Acquisition of new customers or leads
  - Improved profitability or ROI
  - Higher social media engagement or online visibility
- These outcomes vary and depend on how the applicant applies the tools post-training.

### 3. AI Content Disclaimer

For AI-based tools (e.g. Senang Brain), output quality depends on prompt structure, user guidance, and post-editing. The Company is not liable for:

- Poor results caused by incorrect use of the system
- Misinterpretation of AI-generated content

### 4. Marketing & Automation Tools

Features such as email marketing, content generation, and automated posting are intended to support marketing efforts. However, success is **not guaranteed**, and performance depends on market fit and effort from the applicant.

### 5. Grant Approval Is Not Assured

Although the Company supports application submission, **approval or**

**disbursement of the grant is solely at the discretion of the grant administrator (e.g. BSN, FS).** The Company is not responsible for rejected applications.

#### **6. No Legal or Financial Advice**

Any insights, templates, or automated reports provided by the system do not constitute legal, tax, or financial advice. Applicants should consult their own advisors before acting on system-generated recommendations.

### **19. Grant Approval Disclaimer**

Gold-Cheers Holding (M) Sdn. Bhd. operates as a registered **Digital Partner** under the **Geran Digital PMKS Madani** initiative. While we assist eligible applicants in selecting suitable packages and preparing required documents, we are **not responsible for the approval or rejection** of any grant application.

#### **1. Final Authority Rests with Grant Administrator**

The approval, amount awarded, disbursement, and eligibility decisions are made solely by the **appointed grant administrator**, such as:

- **Bank Simpanan Nasional (BSN)**
- **Funding Societies (FS)**  
or any other authorised agency managing the grant.

#### **2. Application Support Only**

Gold-Cheers Holding (M) Sdn. Bhd. will assist applicants by:

- Advising on appropriate digital packages
- Providing necessary quotation/invoice for application
- Guiding on document preparation and submission

However, we **do not have any influence** over the grant's internal vetting, approval timeline, or rejection reasons.

#### **3. No Guarantee of Approval**

Even if all documents are submitted and eligibility appears to be met, **grant approval is not guaranteed**. Factors outside our control may impact the outcome, such as:

- Incomplete application by applicant
- Limited national quota or funding exhaustion
- Discrepancies found during audit or verification

#### **4. No Refund on Rejection After Service Rendered**

If services have already been delivered (e.g. training or onboarding conducted) and the grant is later rejected, **no refund** will be provided unless previously agreed in writing. Applicants must understand the **co-payment is partially at their own risk**.

#### **5. Recommendation to Review Official Terms**

Applicants are encouraged to refer to the **official Geran Digital PMKS Madani guidelines** published by BSN/Funding Societies and understand the full requirements before applying.

### **20. Monitoring & Audit by Grant Administrator**

Participants must agree to allow their application, documents, and deliverables (training, tools, etc.) to be monitored and audited by the grant administrator (e.g., BSN or Funding Societies) at any point before, during, or after implementation.

### **21. Record-Keeping & Reporting**

The Company may be required to submit implementation reports, proof of training, and system usage logs to the grant administrator (e.g., BSN, Funding Societies). By participating, the applicant agrees to cooperate with this process.

### **22. Submission of False Information**

The integrity of the **Geran Digital PMKS Madani** programme relies on truthful and accurate declarations from all applicants. Gold-Cheers Holding (M) Sdn. Bhd. upholds strict compliance with the programme's regulations and will not tolerate any form of data falsification.

#### **1. Zero Tolerance for Fraud**

The submission of any **false, misleading, or manipulated information or documents** — whether during application, training, or claim stages — is strictly prohibited and constitutes a breach of this agreement.

#### **2. Examples of False Information Include:**

- Falsified business registration or SSM records
- Misrepresentation of annual sales, ownership, or operating status
- Fabricated invoices, screenshots, or usage proofs
- Fake training attendance or signature for claim purposes

### 3. Consequences of Falsification

If false information is identified, the following actions may be taken immediately:

- **Termination of engagement** with Gold-Cheers Holding (M) Sdn. Bhd.
- **Ineligibility for grant approval** or claim processing
- **Reporting to the grant administrator (e.g., BSN, Funding Societies)**
- **Clawback of funds** already disbursed by the grant body
- **Blacklisting** from future government funding programmes
- **Legal action**, if deemed necessary

### 4. Grant Body's Right to Investigate

The applicant acknowledges that the grant administrator reserves the right to:

- Audit submitted information
- Investigate claims or documents
- Take necessary legal and financial action for fraud recovery

### 5. Responsibility of Applicant

The applicant bears full responsibility for ensuring the truthfulness and accuracy of every submission. Ignorance, delegation to third parties, or clerical errors will **not exempt the applicant from liability**.

## 23. Misuse of Grant

As part of the **Geran Digital PMKS Madani** programme, all applicants are strictly required to use the grant funds **only for the intended and approved purposes**. Misuse of grant allocations may lead to disqualification, recovery of funds, or further legal consequences.

#### 1. Use Only for Approved Services

The grant must only be used to pay for services, systems, and training **clearly stated in the approved quotation** from Gold-Cheers Holding (M) Sdn. Bhd.

#### 2. No Use for Personal or Unrelated Expenses

The grant may not be used for personal purchases, hardware, staff allowances, unrelated services, or any expenses not directly tied to the approved package.

#### 3. No Diversion or Substitution

Applicants must not exchange, reallocate, or repurpose the approved grant amount for other services or third-party providers without **written approval** from the grant administrator.

4. **No Duplicate or Inflated Claims**

Attempts to submit multiple applications under different business entities or inflate invoice values are considered fraudulent and strictly prohibited.

5. **Consequences of Misuse**

Misuse of funds will result in:

- **Immediate termination of services**
- **Disqualification from the programme**
- **Reporting to BSN, Funding Societies, or relevant authorities**
- **Grant clawback (repayment demand)**
- **Legal or regulatory action, where applicable**

6. **Applicant's Duty to Monitor**

The applicant is fully responsible for ensuring the grant is used correctly and all documentation and spending records are aligned with the grant's intent.

7. **Reporting of Non-Compliance**

Gold-Cheers Holding (M) Sdn. Bhd. reserves the right to report any known or suspected grant misuse to the designated grant administrator or regulatory body.

## **24. Default or Breach**

If the applicant is found to be in breach of any part of these Terms, the Company reserves the right to:

- Cancel any outstanding services
- Revoke access to digital tools
- Notify the grant provider of the breach
- Seek recovery of costs or damages, if applicable

## **25. End of Grant Programme**

Once the government officially closes the Geran Digital PMKS Madani programme, the Company shall no longer be bound to offer the same rates, terms, or subsidies. Future access to systems or support will follow normal pricing or licensing terms.

## 26. Validity of Offer

All quotations, package offerings, and pricing submitted by Gold-Cheers Holding (M) Sdn. Bhd. under the **Geran Digital PMKS Madani** are subject to a limited validity period and may be revised due to programme changes or grant quota availability.

### 1. Quotation Validity Period

All official quotations issued for submission under this programme are **valid for 30 calendar days** from the date of issue, unless stated otherwise in writing.

### 2. Package Availability

The availability of digital packages is based on:

- Grant quota limits set by the grant administrator (e.g., BSN, Funding Societies)
- Internal capacity and delivery slots
- Timely submission of required documents and co-payment

### 3. Grant Programme Period

This programme is **time-sensitive** and subject to closure based on:

- Exhaustion of the national grant allocation
- Final deadline set by BSN or the relevant government agency
- Any early termination notice issued by the authorities

### 4. Right to Amend or Withdraw Offers

Gold-Cheers Holding (M) Sdn. Bhd. reserves the right to:

- Amend pricing or features due to cost changes or system upgrades
- Withdraw an offer if the applicant fails to respond within the validity window
- Discontinue a package if it becomes ineligible under revised grant rules

### 5. Reconfirmation May Be Required

If the applicant delays submission or changes package preference after initial confirmation, a **new quotation or package reconfirmation** may be required to proceed.

### 6. No Guarantee of Grant Allocation

Validity of the offer does **not guarantee grant approval**. Approval is still subject to compliance and final confirmation from the grant administrator.

## 27. Use of Testimonials & Logos

By participating in the programme, you grant the Company permission to use your business name, logo, and testimonial (if voluntarily provided) for reporting, case studies, promotional, or success story purposes, unless expressly requested otherwise in writing.

## 28. Non-Transferability

All digitalisation packages, accounts, and benefits provided under the **Geran Digital PMKS Madani** programme are strictly **non-transferable** and may only be used by the business entity named in the approved application and quotation.

### 1. Single-Entity Use Only

The services, platforms, or training provided are licensed and registered to the original applicant only and may not be:

- Shared with third parties
- Transferred to a different business name, company, or individual
- Claimed on behalf of subsidiaries or related companies

### 2. No Subcontracting or Resale

The applicant is not permitted to:

- Resell or sublicense any access or system provided
- Subcontract, outsource, or delegate implementation to another company
- Represent Gold-Cheers Holding (M) Sdn. Bhd. or its digital tools without written consent

### 3. Non-Transferable Grant Rights

The approved grant claim is tied to the original SSM registration and quotation. It cannot be:

- Applied to another business entity, even if under the same owner
- Re-used for future applications or package changes without approval
- Split across multiple businesses

### 4. Violation Consequences

Any attempt to transfer, duplicate, or misrepresent ownership of services may result in:

- Termination of service access

- Disqualification from the programme
- Reporting to the grant administrator (BSN/Funding Societies) for possible blacklist or clawback

#### 5. **Change of Business Ownership**

In cases where the applicant's business undergoes restructuring, name change, or transfer of ownership, Gold-Cheers Holding (M) Sdn. Bhd. must be **immediately notified in writing**. Continuation of services will be reviewed on a case-by-case basis and subject to grant body approval.

### 29. Communication & Notices

All official communication shall be sent via email or WhatsApp to the contact information provided during registration. It is the applicant's responsibility to ensure these channels are active and monitored. The Company is not responsible for missed communications due to outdated or incorrect contact details.

### 30. Acceptance of Digital Signature

In alignment with the digital nature of this programme and for efficiency in processing, Gold-Cheers Holding (M) Sdn. Bhd. recognizes and accepts **digital signatures and electronic confirmations** as legally valid and binding for all programme-related documents and communications.

#### 1. **Legally Recognized Consent**

Any form of the following will be considered a valid expression of agreement:

- Clicking "Submit", "Accept", or similar buttons on our digital platforms
- Typing the applicant's full name in designated signature fields
- Uploading scanned signatures or initials
- Approving a quotation or agreement via email or web form

#### 2. **Digital Documents Covered**

This acceptance applies to, but is not limited to:

- Registration forms
- Training attendance confirmations
- Quotation approvals and package acceptance
- Declarations, onboarding forms, or post-training evaluations



3. **No Physical Signature Required**

For the purpose of grant application, service delivery, or claim submission, **physical (wet-ink) signatures will not be required** unless explicitly requested by the grant administrator.

4. **Binding Effect**

The applicant agrees that all electronic approvals are:

- Legally binding as if physically signed
- Admissible in any legal or grant-related proceedings
- Final upon submission unless revised in writing within 24 hours

5. **Security & Authenticity**

Gold-Cheers Holding (M) Sdn. Bhd. employs industry-standard methods to verify digital submissions and reserves the right to reject any submission suspected of fraud or impersonation.

## 31. Contact

For any questions, clarifications, or assistance related to your application, training, or implementation under the **Geran Digital PMKS Madani** programme, you may contact us via the details below.

1. **Official Contact Channel**

All official communications should be directed to:

**Gold-Cheers Holding (M) Sdn. Bhd.**  
198801000293(167649-P)  
4-1, Jln Seri Impian 1/1,  
Bandar Seri Impian,  
86000 Kluang, Johor.


2. **Primary Support Email**

 Email: [admin@goldcheers.com.my](mailto:admin@goldcheers.com.my)

3. **Phone / WhatsApp Support**

 Phone / WhatsApp: **+60 11-3374 5787**

4. **Operating Hours**

 Monday – Friday | 9:00 AM – 5:00 PM  
(Closed on weekends and public holidays)

5. **Alternate Enquiries**

For urgent matters outside business hours, you may still submit a message via our website form or email. We aim to respond within 1–2 working days.

6. **Grant Body Contact (for Approval/Status)**

For grant approval status or application outcome, kindly contact the official body managing the grant through their official portal or hotline.

## 32. Data Protection

Gold-Cheers Holding (M) Sdn. Bhd. is committed to protecting all personal and business data collected in relation to the **Geran Digital PMKS Madani** programme. We adhere strictly to the **Personal Data Protection Act (PDPA) 2010** of Malaysia and implement safeguards to ensure confidentiality and responsible handling of data.

1. **Types of Data Collected**

We may collect and process the following information:

- Company details (e.g. name, registration number, address)
- Owner or director information
- Contact details (email, phone number)
- SSM documents, invoices, and grant-related paperwork
- Usage data related to digital system implementation

2. **Purpose of Data Collection**

Your data will be used solely for the purposes of:

- Processing grant applications and quotations
- Delivering training and onboarding
- System registration and service activation
- Compliance reporting to grant administrators.

3. **Data Sharing Limitations**

We do **not sell or distribute** your personal data to third parties. However, we may share relevant information with:

- Government-appointed grant administrators
- System partners for platform setup and support
- Auditors or regulatory bodies when required by law

4. **Security Measures**

All data is stored securely using appropriate administrative and technical safeguards to prevent unauthorised access, loss, or misuse.

5. **Retention Period**

Applicant data will be retained for a minimum of **24 months** after programme completion or as required by the grant authority for audit purposes.

6. **Your Rights**

You have the right to:

- Access and update your personal data
- Withdraw consent (where applicable)
- Request clarification on how your data is processed

### 33. Third-Party Platforms

As a digital partner under the **Geran Digital PMKS Madani** programme, Gold-Cheers Holding (M) Sdn. Bhd. engages with various external parties, including government-appointed grant administrators and digital service platforms. Applicants must acknowledge and accept the following terms related to such third-party entities.

1. **Role of the Grant Administrator**

The Company acts solely as a **digital solution provider** and does not influence or control:

- The grant application processing time
- Approval or rejection decisions
- Final disbursement or quota allocation by agencies such as **BSN, Funding Societies**.

2. **Compliance with External Authority Requirements**

Applicants are required to comply with any **additional terms and documentation** requested by grant administrators. The Company is not liable for delays or rejections caused by:

- Incomplete or incorrect applicant submissions
- Misalignment with official grant criteria
- Changes in policy or quota from the authorities

3. **Use of Integrated Third-Party Tools**

The digital packages offered may include tools and services built on or connected to third-party platforms. These may include:

- AI platforms, cloud services, and analytics dashboards
- E-invoicing gateways, CRM or marketing systems (e.g., Blastify, Senang Brain)
- Software licensed or hosted by other developers

4. **Terms of External Services Apply**

Applicants acknowledge that:

- Use of such platforms may be governed by **separate Terms & Conditions** from the third-party providers
- Service continuity is subject to the provider's system availability, maintenance, or pricing policies
- [Your Company Name] is not liable for downtime or limitations originating from these platforms

5. **Substitution Rights**

The Company reserves the right to replace any third-party platform with a comparable solution if:

- The original tool becomes unavailable, discontinued, or restricted
- A better-performing tool becomes available to improve delivery

6. **Data Handling and PDPA Compliance**

Only necessary data will be shared with third-party providers for setup, integration, and support — strictly in accordance with the **Personal Data Protection Act (PDPA)**.

### 34. Entire Agreement

These Terms & Conditions represent the **complete and final understanding** between the applicant and Gold-Cheers Holding (M) Sdn. Bhd. regarding participation in the **Geran Digital PMKS Madani** programme through our digital packages.

1. **Supersedes Prior Communications**

This agreement overrides all prior:

- Verbal discussions

- Email conversations
- Marketing or promotional materials
- Assumptions made before formal application

## 2. **Binding Documents**

The following documents form part of this agreement:

- These Terms & Conditions
- The applicant's completed registration form
- Official quotation and/or service proposal
- Proof of payment (if applicable)

## 3. **No Unwritten Commitments**

Any expectations, offers, or guarantees **not explicitly stated in writing within this agreement** shall not be considered binding.

## 4. **Modifications Must Be in Writing**

Any amendments, updates, or exceptions to this agreement must:

- Be made in writing
- Be signed or confirmed by an authorised representative of Gold-Cheers Holding (M) Sdn. Bhd.
- Reference the specific clause(s) being modified

## 35. **Force Majeure**

Gold-Cheers Holding (M) Sdn. Bhd. shall not be held liable for any delay, interruption, or failure to fulfill its obligations under the **Geran Digital PMKS Madani** programme if such failure is caused by circumstances beyond its reasonable control.

### 1. **Events Considered Force Majeure**

This includes, but is not limited to:

- Acts of God (e.g., floods, fires, earthquakes)
- Pandemic or epidemic outbreaks
- Strikes, lockouts, or industrial disputes
- War, riots, or civil disturbances
- Governmental or regulatory actions

- Power outages or internet service interruptions
  - Technical breakdowns in third-party systems or platforms
  - Delays or failures in grant fund disbursement beyond the control of the Company
2. **Suspension of Obligations**  
During the force majeure event, the Company's obligations shall be **suspended** for the period the event continues, and no breach of contract shall be deemed to have occurred.
3. **Notification Requirement**  
The Company will notify affected applicants as soon as reasonably possible, outlining:
- The nature of the force majeure event
  - The expected duration (if known)
  - Any temporary changes to delivery timelines or processes
4. **Right to Modify or Cancel**  
If the force majeure event continues for more than **30 days**, the Company reserves the right to:
- Cancel or revise training and implementation schedules
  - Offer alternative delivery methods (e.g., fully online)
  - Terminate the programme with partial fulfillment, without penalty
5. **Grant Disbursement Delays**  
Any delay in the processing or release of grant funding by third-party administrators (e.g., BSN or government agencies) shall also fall under this clause and will not be the responsibility of Gold-Cheers Holding (M) Sdn. Bhd.

### 36. Limitation of Liability

To the maximum extent permitted by applicable law, Gold-Cheers Holding (M) Sdn. Bhd. shall not be held liable for any indirect, incidental, punitive, special, or consequential damages, including loss of business, revenue, profits, or data, arising out of or relating to the delivery of services under the **Geran Digital PMKS Madani** programme.

1. **Scope of Limitation**  
The limitation applies to:

- System implementation delays
  - Miscommunication or misunderstandings
  - Errors in third-party platforms (e.g., BSN, Funding Societies, AI tools)
  - Grant rejections, delays, or quota exhaustion
  - Technical issues beyond the Company's control
2. **Maximum Liability Cap**  
The Company's total liability for any claim — whether in contract, tort, or otherwise — shall **not exceed the actual amount paid by the applicant** for the digital package under this programme.
3. **No Guarantee of Grant Disbursement**  
The Company acts only as a **Digital Partner** and is **not responsible for the approval or rejection** of grant applications, nor for the actions of the appointed grant administrator.
4. **Third-Party Responsibility**  
The Company is not liable for:
- Data loss, security breaches, or downtime in third-party systems
  - API or integration failures due to third-party changes
  - Service modifications made by platform providers without prior notice
5. **Force Majeure Protection**  
Liability is also disclaimed for events covered under the **Force Majeure** clause, such as natural disasters, government action, or technical outages.

[End of Terms and Conditions]