

Terms & Conditions
Gohan Biyori Online Store
by EASTWEST EATS GROUP PLT

Effective Date: June 23, 2025

Lot 763, Jalan 2c, Kampung Subang Baru,
40150 Shah Alam, Selangor, Malaysia
SSM: 202504001043 (LLP0042541-LGN)
Email: support@gohan-biyori.com Phone: +60182502338
Website: <https://store.gohan-biyori.com/>

1. Introduction

1. These Terms and Conditions (Terms) govern your use of the online ordering service (Service) provided by Gohan Biyori, operated by EASTWEST EATS GROUP PLT (Company, we, us, or our), accessible at <https://store.gohan-biyori.com/>.
2. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.
3. These Terms comply with Malaysian laws, including but not limited to the Consumer Protection Act 1999, Consumer Protection (Electronic Trade Transactions) Regulations 2012, Personal Data Protection Act 2010, Electronic Commerce Act 2006, Digital Signature Act 1997, Communications and Multimedia Act 1998, Trade Description Act 2011, Price Control and Anti-Profiteering Act 2011, Computer Crimes Act 1997, Direct Sales & Anti-Pyramid Scheme Act 1993, and Copyright Act 1987.

2. Business Information

1. The Service is operated by EASTWEST EATS GROUP PLT, registered under SSM number 202504001043 (LLP0042541-LGN), located at Lot 763, Jalan 2c, Kampung Subang Baru, 40150 Shah Alam, Selangor, Malaysia. Contact us at support@gohan-biyori.com or +60182502338.
2. This information is disclosed on our website in compliance with the Consumer Protection (Electronic Trade Transactions) Regulations 2012.

3. User Registration & Account

1. To use the Service, you must register an account with accurate, complete, and up-to-date information (e.g., full name, address, contact details). Email or phone verification is required.
2. You are responsible for maintaining the confidentiality of your login credentials and must not share your account with others.
3. We may suspend or terminate your account without prior notice if:
 - a) You breach these Terms;
 - b) Your account is inactive for over 90 consecutive days;
 - c) We detect fraudulent, suspicious, or unlawful activity (per Computer Crimes Act 1997).
4. Upon suspension or termination, we may restrict access to your account and delete associated data, subject to the Personal Data Protection Act 2010.
5. You may close your account at any time by following the procedure in our Privacy Policy, as per your rights under the Personal Data Protection Act 2010.

4. Ordering & Payment

1. Orders are placed via <https://store.gohan-biyori.com/>.
2. Accepted payment methods include e-wallets (e.g., TNG, GrabPay) and DuitNow QR via HitPay.
3. Prices are in Malaysian Ringgit (MYR), inclusive of all costs, with no additional taxes applied. Discounts (e.g., for corporate clients with valid issued codes) are clearly displayed before purchase, complying with the Price Control and Anti-Profiteering Act 2011 and Trade Description Act 2011.
4. Product details, pricing, and terms are transparent and visible prior to purchase, as required by the Consumer Protection Act 1999.
5. We review prices regularly to ensure fairness and compliance with anti-profiteering regulations.

5. Delivery & Pickup

1. You may select a delivery or pickup date during ordering. Delivery is available Monday to Friday only.
2. Orders for same-day delivery or pickup must be placed by 10:00 AM. Orders after this cut-off are scheduled for the next available business day.
3. Daily specials vary by day and are subject to availability.

6. Refunds & Cancellations

1. You may cancel your order before 12:00 AM on the pickup/delivery date for a full refund (excluding third-party transaction fees), processed via the original payment method:
 - E-wallets: Instant refund.
 - Cards (via Stripe): 3 - 5 business days.
 - FPX: 5 - 15 business days.
2. You may also cancel your order before 10:00 AM on the delivery or pickup date by contacting us via WhatsApp at +60182502338 with your order ID. Upon verification, we will issue a coupon code of the same value as the original transaction, which can be used for your next purchase. For further details, including coupon validity and restrictions, please refer to our Refund Policy linked in the footer of <https://store.gohan-biyori.com/>.
3. Refunds and cancellations comply with the Consumer Protection Act 1999, ensuring a fair and predictable process outlined before checkout.
4. No refunds are issued for cancellations after the cutoff time or for completed orders

7. Electronic Transactions

1. Electronic contracts, order confirmations, and receipts generated via the Service are legally binding under the Electronic Commerce Act 2006 and Digital Signature Act 1997.
2. Order confirmations are emailed to you, including Order ID, item list, quantities, pricing, subtotal, total, billing/shipping details, payment method, and customer notes.

8. Privacy & Data Protection

1. We collect only necessary personal data (full name, address, contact, order details) for order fulfillment and analytics to improve our service, as per the Personal Data Protection Act 2010.
2. Your data is not used for marketing or shared with third parties without explicit consent, except for analytics processed via WooCommerce Analytics.
3. Our Privacy Policy, linked in the footer of every page at <https://store.gohan-biyori.com/>, details data collection, use, retention, security, and your rights (access, correction, deletion).
4. We retain data only as long as necessary for the purposes stated or as required by law, and implement encryption and access controls to secure it.
5. You may contact support@gohan-biyori.com to exercise your data rights.

9. Intellectual Property

1. All content on the website (images, text, logos, menus) is owned by the Company, protected under the Copyright Act 1987.
2. You may submit text-only comments and reviews on products, which we moderate. We reserve the right to remove content that infringes third-party rights or violates these Terms.
3. You must not reproduce, distribute, or modify our content without written permission.

10. User Conduct

1. You must not:
 - a) Use fake names or invalid voucher codes;
 - b) Bypass payment processes;
 - c) Submit incorrect item formats;
 - d) Attempt unauthorized access to our systems (per Computer Crimes Act 1997).
2. Violations may result in account suspension or legal action.

11. Social Media & Advertising

1. We operate official accounts on **facebook** and **instagram**.
2. Users interacting with these accounts must not post defamatory, hateful, or misleading content, per the Communications and Multimedia Act 1998. We may remove such content.
3. All advertisements, descriptions, and promotions are honest, factual, and substantiated, complying with the Trade Description Act 2011.
4. Report infringements or issues to support@gohan-biyori.com.

12. Dispute Resolution

1. For complaints or disputes, contact us via WhatsApp at +60182502338 or email atsupport@gohan-biyori.com. We aim to resolve issues promptly and fairly, as required by the Consumer Protection Act 1999.
2. Disputes unresolved informally will be subject to Malaysian courts.

13. Governing Law

1. These Terms are governed by Malaysian law.
2. Any disputes fall under the exclusive jurisdiction of Malaysian courts.

14. Changes to Terms

1. We may modify these Terms at our discretion. Changes will be posted on the website or emailed to you.
2. Continued use of the Service after changes constitutes acceptance.

15. General Compliance

1. We do not engage in direct sales or pyramid schemes, complying with the Direct Sales & Anti-Pyramid Scheme Act 1993.
2. All online content and communications adhere to the Communications and Multimedia Act 1998.