

TERMS AND CONDITIONS

These terms and conditions apply to your use of the Parcel365 mobile application and other related online and offline platform (“Parcel365”), as well as to all information, recommendations and/or Services (defined below) provided to you by means of your use of Parcel365. Parcel365 is powered and provided by Parcel365 Sdn Bhd (1289488-T). (collectively, “we”, “us”, “our” and the “Company”).

Please review these terms and conditions carefully. By using Parcel365 or the Services, you acknowledge and agree that these terms and conditions and our privacy policy are binding on you. For more information on how we will use your personal data, please see our privacy policy. If you do not agree with these terms and conditions and our privacy policy, do not install the Parcel365 mobile application, delete it and do not use Parcel365 or the Services.

Definitions and Interpretation

a. In these terms and conditions, the following definitions and rules of interpretation apply unless otherwise defined or the context requires otherwise: “Advertisement” means any promotion messages and information that may appear on your mobile device during the operation of the App; “Participating Providers” means the drivers or vehicle operators whose transport and logistics services are offered and may be requested through the use of Parcel365; “Services” means any and all services provided by us to you by means of your use of Parcel365, which include the services described in clause 3(a); “MY” means Malaysia Ringgit, the lawful currency of Malaysia Ringgit; “App” means the “Lorry365” mobile application supplied by us and downloaded and installed by you on your mobile device through which you may obtain the Services; and “Terms” means these terms and conditions, which may be amended and supplemented by us from time to time in accordance with clause 10.

b. Headings are for convenience only and do not affect interpretation. The singular includes the plural and the masculine shall include the feminine and neuter and vice versa.

c. A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

License of App

a. Subject to your compliance with these Terms, we grant you a limited non-exclusive, non-transferable license to download and install one copy of the App on your mobile device and to run such copy of the App solely for your own personal use.

b. Your use of Parcel365 grants you no rights in relation to our intellectual property rights (including, without limitation, copyright, trade marks, logos, graphics, photographs, animations, videos and text or rights in and to the App and applications) or the intellectual property of our retail or advertising partners, other than the non-transferable, personal right to use and receive the Services in accordance with these Terms.

c. You must not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the App in any way; (ii) modify or make derivative works based upon the Services or App; (iii) create Internet “links” to the Services or “frame” or “mirror” any App on any other server or wireless or Internet-based device; (iv) reverse engineer or access the App in order to (1) design or build a competitive product or service, (2) design or build a product using similar ideas, features, functions or graphics of the Services or App, or (3) copy any ideas, features, functions or graphics of the Services or App, or (v) launch an

automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services or App.

Services

a. We offer a technology platform to provide information and a means for you to obtain transport and logistics services from Participating Providers through the use of Parcel365. Parcel365 allows you to send a request for transport and logistics services (together with details of you and your journey) to Participating Providers and each relevant Participating Provider has the sole discretion to accept or reject each such request. If a Participating Provider accepts a request, Parcel365 will notify you and provide information about the Participating Provider such as the vehicle license number, contact number and driver rating (if any).

b. You acknowledge and agree that we only act as an intermediary between you and the Participating Providers and we are not your agent or the agent of the Participating Providers. We are not a transportation carrier and do not provide transportation services. We are not responsible for the behaviour, negligence, conduct, actions or inactions on the part of the Participating Providers that you may use (through Parcel365 or otherwise). Any contract for the provision of transport and logistics services is between you and the Participating Providers and not us. We shall never be a party to any agreement (to be) entered into between you and any Participating Providers. If you have any complaint in relation to the transport and logistics service provided then that dispute must be taken up with the Participating Provider directly.

c. You must keep secure and confidential and not disclose to any third party any username or password that we may provide to you in relation to access to Parcel365 and the Services.

d. We shall assume that any person using your mobile device, your username and password is you or a person authorized by you.

Your use of Lorry365 and the Services

You agree:

a. and warrant that all information and details provided by you to us (including through the App) are true, accurate, complete and up-to-date in all respects and at all times;

b. you will not use Parcel365 or the Services: for any unlawful purpose; in any way that interrupts, damages, impairs or renders Parcel365 or the Services less efficient; to access or attempt to access the accounts of other users or to penetrate or attempt to penetrate any security measures; to advertise or promote third party or your own products or services;

c. to comply with all applicable laws while using Parcel365 or the Services;

d. you will not use the Parcel365 or the Services to cause nuisance, annoyance or inconvenience;

e. to refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation;

f. to provide us with whatever proof of identity we may reasonably request;

g. to treat Participating Providers introduced to you through Parcel365 with respect and not to cause damage to their vehicles or engage in any unlawful, threatening, harassing, abusive behaviour or activity whilst using their vehicles or the Services; and

h. to compensate and defend us fully against any claims or legal proceedings brought against us by

any other person as a result of your breach of these Terms.

We reserve the right to suspend, restrict or terminate your access to Parcel365 and the Services at any time without advance notice or liability if we have reasonable grounds to believe you have breached any of these Terms or in our opinion you misuse Parcel365 or the Services. This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person.

Charges and Payment

It is free to generally use the App. For details about the cost of the transport and logistics services provided by the Participating Providers, please refer to the latest pricing guidelines posted on www.parcel365.com.my and/or the App, which may be amended and updated at our sole discretion from time to time without prior notice. You agree to make payment in full directly to any Participating Provider introduced to you through Parcel365 for any services provided by such Participating Provider to you.

Promotions

We may from time to time offer promotions on Parcel365. We reserve the right to amend, suspend, withdraw or terminate, whether in whole or part, any and all such promotions without prior notice and at our absolute discretion.

Links and Advertisements

Parcel365 may contain Advertisements and links to third party websites. We shall not be responsible for the contents and accuracy of any Advertisement. Any links to third party websites are provided solely for your convenience and not in any way as an endorsement by us of the contents on such third party websites. If you access any linked third party website or Advertisement, you do so entirely at your own risk. We shall not be responsible for any transactions between you and any advertisers or third party website operators.

Indemnification

By accepting these Terms and using Parcel365 or the Services, you agree that you shall defend, indemnify and hold us, our affiliates, our license, and each of our and their respective officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including Participating Providers arranged via Lorry365, or (c) your use or misuse of Lorry365 or the Services.

Disclaimers

a. The App is provided to you on an "as is" basis. We do not guarantee that the App is compatible with your mobile device or that (the contents of) the App and our website are free of errors, defects, malware and viruses or that the App and our website are correct, up to date and accurate.

b. We do not warrant and accept no liability in connection with the availability of the Services, the availability of transport and logistics services from the Participating Providers through the use of the Services, the accuracy of the information or data provided as part of the Services or the quality, suitability and timeliness of the services of the Participating Providers.

c. Any quoted pick-up or journey times are best estimates only and we shall have no liability if a pick-up or journey time exceeds any estimate given or otherwise exceeds your expectations for whatever reason nor shall we have any other liability to you in connection with the time at which you and/or the goods to be transported by the Participating Providers reach or fail to reach the destination.

d. Vehicles of Participating Providers registered with Parcel365 may be installed with GPS tracking device and/or other location tracking software or technology. Such vehicles are tracked using GPS or other location tracking technology to facilitate and improve route planning only. You acknowledge and accept that the location tracking feature is not error-free and the information provided by it may not be accurate. Your use of the location tracking feature is solely at your own risk and we accept no responsibility or liability in connection with any such use of and/or reliance on such location tracking information by you.

e. It shall be your sole responsibility to ensure that valuable, unusual or any other items are covered by appropriate insurance. In case of lost items inside the vehicles of Participating Providers during the journey, we will use reasonable endeavours to liaise with the relevant Participating Provider to locate such items but in no event shall we be responsible or liable for the loss of, or damage to, any such items.

f. The use of Parcel365 and the Services is at your sole risk. To the fullest extent permitted by applicable law, we shall not be liable for any damages resulting from or in connection with the use or inability to use Parcel365 or the Services (including any consequential, indirect, incidental damages or any loss of profit or damages to your mobile device). Without prejudice to the foregoing and insofar as permitted under applicable law, our aggregate liability shall in no event exceed an amount of RM300.

Modification of Terms and the Services

We may, at our sole discretion, from time to time amend or otherwise modify or replace any of these Terms, or change, suspend or discontinue Parcel365 or the Services (including but not limited to the availability of any feature or content) by sending you notice through Parcel365 or by posting a notice on our website at www.Parcel365.com.my, which shall be effective and binding on you upon notice or posting. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

Personal data and privacy

The collection, use, storage and transfer of your personal data are generally subject to our privacy policy and personal information collection statement, the latest version of which is at www.Parcel365.com.my. Our privacy policy, as may be amended and updated from time to time at our sole discretion, is incorporated by reference into these Terms.

Miscellaneous

a. You may not assign or transfer any of your rights or obligations under these Terms to any person without our prior written approval. We may assign and transfer any of our rights and obligations under these Terms to any person.

b. We may give notice by means of a general notice on Parcel365, or by electronic mail to your email address on record in our account information, or by written communication sent by regular mail to your address on record in our account information.

c. If any provision under these Terms is rendered void, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected by it and shall continue to apply.

d. The original text of these Terms is in English. In the event of any inconsistency between the English text and any foreign language translation, the English text shall prevail.

These Terms shall be governed by and construed in accordance with the laws of Malaysia. Both you and us agree to submit to the exclusive jurisdiction of the courts of Malaysia as regards any dispute or matter arising under these Terms.

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Effective as of 1 September 2018