

USER TERMS AND CONDITIONS

ACCEPTANCE OF USER TERMS AND CONDITIONS

These User Terms and Conditions (“**Terms and Conditions**”) governs your use of this website and all the services therein which are operated, administered, maintained and/or developed by MobilityOne Sdn. Bhd. (Company No. 200201033972 / 601637-T) (“**MOSB**”).

Kindly review these Terms and Conditions diligently as by using this website, and/or using any of products, software, applications, contents, and services offered in this website (“**Services**”) by MOSB and/or its affiliates, you are deemed to have agreed to all terms, conditions, use, notice, the relevant disclaimer and our Privacy Policy. If you do not agree or do not wish to abide by these Terms and Conditions, do not use this website and/or the Services therein.

MOSB shall have the right to modify, update or amend the terms of these Terms and Conditions at any time. Please check these Terms and Conditions regularly for updates. By continuing to use this website or by continuing to use the Services following the modifications, updates or amendments to these Terms and Conditions, this shall signify your acceptance of such modifications, updates or amendment.

DISCLAIMER

The materials and information in this website, including but not limited to products, services, information, data, text, graphics, audio, video, links or other items, and the Services therein, are provided by us on an "as is" and "as available" basis.

We disclaim all liability and makes no express or implied representation or warranties of any kind in relation to the website and the Services therein including but not limited to accessibility, timeliness and uninterrupted use of the service; and completeness, timeliness, sequence, accuracy or the security of any data, information provided to you as part of the service.

You expressly agree that your use of the website and the Services therein is at your sole risk and discretion, and you will assume total responsibility thereof. You will rely on your own review and evaluation of the Services to assess its suitability for your particular purpose. Your sole remedy against us in the event of dissatisfaction is to cease using the website and the Services therein.

THIRD PARTY LINKS

Our website may include links to third party websites, plug-ins and applications for convenience only. Such linked websites, plug-ins and applications are owned and operated by third party. We shall not be responsible and makes no warranties in respect of the contents of those third party websites, plug-ins, and applications, and/or its contents. Linking to any third party site shall be at your own risk, and we shall not be responsible or liable for any damages that you suffered arising from any third-party websites, plug-ins and applications. It is advisable that you read the applicable terms and conditions and/or privacy policy of any third party websites which are linked to this website.

USE OF WEBSITE AND/OR SERVICES

You shall:

- (i) provide accurate and complete information to us. You will immediately provide up-to-date information of yourself to us upon any changes.
- (ii) safeguard and maintain the security of your Unique Identifier, password and other details in relation to your account maintained with us (if applicable) (“**Account**”). You shall not disclose any details of your Account with third party and shall immediately change your password and inform us if your Account has been in any way compromised or you suspect any unauthorized access or use of your Account.
- (iii) comply with these Terms and Conditions, and all applicable laws of Malaysia relating to use of this website and the Services therein.
- (iv) use this website and the Services therein for valid and legal purposes only.
- (v) review your transaction history regularly. The transaction history in your Account is final and conclusive.
- (vi) use the Account exclusively for your own benefit.
- (vii) authorize us to rely and act upon all communications and instructions given by you. Any instruction or communication sent from your Account shall be deemed to have been issued by you irrespective of whether such instructions, confirmations and/or communications were actually sent by you.

You shall not:

- (i) fraudulently create an Account. If we discover that you are creating a fraud Account, we may immediately terminate the Account and report such fraudulent activity to the relevant authorities.
- (ii) use this website and the Services therein to engage in money-laundering, terrorism financing, drug trafficking, wagering or other fraudulent, illegal or criminal activities.
- (iii) use this website and the Services therein in any way which undermines or infringes on our rights or the rights of any third party
- (iv) transfer or assign your Account to any third party. The Account is not a bank account or any form of term deposit. The Account cannot be pledged or used in any manner by you as any form of security instrument for any purpose whatsoever. No interest, dividends or other payments shall be accumulated or payable to you or other benefits held in your Account.
- (v) hold us liable for any loss or damage arising from your failure to keep information relating to your Account safe and confidential.
- (vi) do anything which disrupts, interferes or interrupts with the proper operation of the website and the Services therein.
- (vii) attempt to defraud, infect or spam the system, manipulate the services or attempt to obtain any unlawful or fraudulent gains under the website and the Services therein or any offer made from time to time.

NO REFUND POLICY

Our Services have a strict no-refund policy. Please ensure the Services are right for you before purchasing. All purchases of the products and services pursuant to the Services are final, non-refundable and non-returnable. We do not offer refunds or exchanges for the incorrect purchase, including due to compatibility issues.

TERMINATION AND SUSPENSION

We reserve the right to terminate and/or suspend your access and use of the website and the Services therein at any time, for any reason.

INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all trademarks, copyrights, and other intellectual property rights relating to the website and the Services therein are owned by (or licensed to) us and shall remain the sole property of us (or its licensor, as the case may be). You shall not dispute the ownership of all trademarks, copyrights, and other intellectual property rights relating to the website and the Service therein.

No part or parts of this website and the Services therein may be modified, copied, distributed, transmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner. Any such unauthorized modification, distribution, transmission or any other method of reproduction of any of the contents of our website and the Services therein may amount to infringement of our intellectual property rights. and we reserve our right to commence any legal action to safeguard our intellectual property rights. We disclaim all liability which may arise from any unauthorized reproduction or use of the contents of our website and the Services therein.

PRIVACY POLICY

You agree and accept all the terms of our Privacy Policy which are incorporated herein by reference and shall form an essential and integral part of these Terms and Conditions.

EXCLUSION OF LIABILITY

To the extent permitted by law, under no circumstances will MOSB and its affiliates be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, indirect, incidental, special, consequential, exemplary, incidental, or punitive damages, regardless of whether such damages were foreseeable or whether you have been advised of the possibility of such damages, arising in connection with your access or use or the inability to access or use this website (or any third party link to or from our website) and the Services therein, reliance on the information contained in the website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

INDEMNIFICATION

You agree to, at your sole cost and expense, indemnify, defend and hold harmless MOSB and its affiliates against any and all cost, claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements and penalties of every kind (collectively "**Losses**") in connection with or arising from your use or misuse of this website and the Services herein; or your breach of these terms and conditions howsoever

occasioned; or any intellectual property right or proprietary right infringement claim made by a third party against MOSB and its affiliates in connection with your use of this website and the Services therein.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be interpreted, construed and enforced in all respects in accordance with the laws of Malaysia. You irrevocably agree to submit to the exclusive jurisdiction of the courts of Malaysia, in connection with any action under these Terms and Conditions, or otherwise arising under or by reason of these Terms and Conditions.

QUERIES AND FEEDBACK

If you have any queries and/or feedback about these Terms and Conditions, please contact our customer care department in the following ways:

Email address:

m1enquiry@mobilityone.com.my

Postal address:

Wisma LMS, No. 6, Jalan Abdul Rahman Idris,
Kg. Baru, 50300, Kuala Lumpur, Malaysia.

Telephone number:

+603-9213 0669

MISCELLANEOUS

If any term of these Terms and Conditions is deemed unenforceable, the remaining terms will remain in full force and effect.

No failure or delay by us in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other rights, power or privilege hereunder.

You shall not assign, delegate or transfer, in whole or in part, any of its rights and/or obligations under these Terms and Conditions to any third party.

We shall not be liable for any failure to perform its obligations herein caused by event which is outside our reasonable control ("**Force Majeure Event**"). Force Majeure Event includes an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of Government, persons or bodies, or any competent authority, labor trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, or floods.

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