

TERMS OF USE FOR MALAYSIA QUULO PASSENGERS

Last modified: 31 October 2017

These terms of service constitute a legally binding agreement (the “Agreement”) between you and Quulo Ventures Sdn Bhd (“Quulo,” “we,” “us” or “our”) governing your use of the Quulo application, website, and technology platform.

Important –PLEASE READ THESE TERMS CAREFULLY. By using this Service, you agree that you have read, understood, accepted and agreed with the Terms and Conditions, the conditions stated in the Driver’s Registration Form and the Driver’s Code of Conduct. You further agree to the representations made by yourself below. If you do not agree to or fall within the Terms and Conditions of the Service (as defined below) and wish to cease using the Service, please do not carry on using this Application or Service.

The terms and conditions stated herein (collectively, the “Terms and Conditions” or this “Agreement”) form a legal agreement between you and **Quulo Ventures Sdn Bhd (Company No. 1241726-A)** (the “Company”). In order to use the Service (each as defined below) you must concur to the Terms and Conditions that are set out below. By using the mobile application supplied to you by the Company (the “Application”), and downloading, installing or using any associated software supplied by the Company (“the Software”) which overall purpose is to enable persons seeking transportation services to certain destinations to be matched with third party transportation providers, drivers and vehicle operators (collectively, the “Service”), you hereby expressly acknowledge and agree to be bound by the Terms and Conditions, and any future amendments and additions to this Terms and Conditions as published from time to time at <http://www.quulo.com/> or through the Application.

The Quulo Platform provides a marketplace where riders who seek transportation to certain destinations can be matched with drivers. Drivers and riders are collectively referred to herein as “Users,” and each User shall create a User account that enables access to the Quulo Platform. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the Platform shall be referred to collectively as the “Services”. Any decision by a User to offer or accept Services is a decision made in such User’s sole discretion. Each transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such individuals.

The Company has the right to modify, vary or change the terms and conditions of this Agreement or its policies relating to the Service at any time as it requires. Such modifications, variations or changes to the Terms and Conditions policies shall be effective upon the posting of an updated version at <http://www.quulo.com/>. It is your responsibility to review this Agreement regularly whereupon the continued use of the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes.

THE COMPANY IS NOT A TRANSPORTATION PROVIDER OR A TAXI OPERATOR. IT IS A TECHNOLOGY COMPANY THAT DOES NOT PROVIDE OR ENGAGE IN TRANSPORTATION SERVICES. IT IS UP TO THE THIRD PARTY TRANSPORTATION PROVIDERS TO OFFER TRANSPORTATION SERVICES TO YOU AND IT IS UP TO YOU TO ACCEPT SUCH TRANSPORTATION SERVICES. THE SERVICE OF THE COMPANY IS TO LINK YOU WITH SUCH THIRD PARTY TRANSPORTATION PROVIDERS, BUT DOES NOT NOR IS IT INTENDED TO PROVIDE TRANSPORTATION SERVICES OR ANY ACT THAT CAN BE REGARDED IN ANY WAY AS AN ACT OF A TRANSPORTATION PROVIDER. THE COMPANY IS NOT RESPONSIBLE NOR LIABLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD PARTY TRANSPORTATION PROVIDER AND/OR ANY TRANSPORTATION SERVICES PROVIDED TO YOU.

1. Representations and Warranties

By using the Service, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms and Conditions and that you are at least eighteen (18) years old. Including without limitation, the Service is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship. By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to accept by the Terms and Conditions. You further confirm that all the information which you provide shall be true and accurate. Your use of the Service is for your own sole, personal use. You are not to authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Service you agree to meet with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Service (the "Alternate Country").

You may only access the Service using authorized and legal means. It is your responsibility to inspect and ensure that you download the correct version for your device. The Company is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Software for your handset. The Company reserves the right to terminate this Agreement should you be using the Service with an incompatible or unauthorized device or for purposes other than which the Application or Software is intended to be used.

By using the Software or the Application, you agree that:

- You will only use the Service for lawful purposes;
- You will only use the Service for the purpose for which it is intended to be used;
- You will not use the Application for sending or keeping any unlawful material or for fraudulent purposes;
- You will not use the Application and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings;
- You will not use the Service, the Application and/or the Software for purposes other than getting the Service;

- You shall not contact the third party transportation provider for purposes other than the Service;
- You will not hinder the proper operation of the network;
- You shall not intentionally or unintentionally cause or attempt to cause damage to the third party transportation provider;
- You will not try to interfere the Service, the Application and/or the Software in any way whatsoever;
- You will not copy, or distribute the Software or other content without the consent from the Company;
- You will only use the Software and/or the Application for your own use and will not offer for sale to a third party;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;
- You will provide the Company with proof of identity as it may reasonably request or require;
- You acknowledge and agree that only one (1) account can be registered on one device;
- You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner in the period of using the Agreement.
- You agree that the Company may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;
- You will only use an access point or data account which you are authorized to use;
- You shall not employ any means to defraud the Company or enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing passengers;
- You are aware that when requesting transportation services by SMS or use of the Service, standard telecommunication charges will apply;
- You shall not impair or bypass the proper operation of the network which the Service operates on;
- You agree that the Service is provided on a reasonable effort basis; and
- You agree that your use of the Service will be subject to the Company's Privacy Policy as may be amended from time to time.
- You agree that the fares may differ depending on the location and time of the Services
- You agree that prices may fluctuate for credit card and or debit card usage
- You agree that the Company may increase/decrease the base fares with/without your notice

You agree to assume full responsibility and liability for all loss or damage suffered by yourself, the third party service provider, the Company or any third party as a result of any breach of the Terms of Use.

1. Payment

- You may choose to pay for the transportation services by cash and where available, by credit card and or debit card (“Card”).
- In the event that you choose to pay for the transportation services by Card, you will need to register a valid Card which belongs to you according to the instructions within the Application.
- If the Card belongs to another person, you hereby warrant and agree that you have obtained him/her permission to use the Card for the payment of the transportation services.
- You agree that we may verify and authorize your Card details when you first register the Card with us as well as when you use the Service.
- You agree that we may issue a reasonable authorization hold, which is not an actual charge against your Card, in order to verify your payment method via your Card. The hold may appear in your statement as “pending”. The authorization hold is issued as a preventive measure against any fraudulent usage of your Card.
- You will be liable for any additional charges if your payment by your Card is processed overseas,
- When you register for the Service, you will have the option to pre-set a default “tip” amount of your choosing. This will automatically be added to the transportation fee at the end of each journey and to be paid to the third party transportation provider unless you choose to override it with a different tip amount or to remove the tip.
- Once you have completed a journey using the Service, you are required to make payment in full to the third party transportation provider and your payment will be deducted automatically and is non-refundable. Any complaints/dispute related to the transportation service provided from the driver have to be resolved between the rider and driver.
- The Company reserves the right to suspend the processing of any transaction or disable or limit the use of the Card in the event of any error in transaction which results in decline or chargeback from the financial institution or where the Company reasonably believes that the Card has been used for a transaction that may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms of Use.
- You agree that you will collaborate to any financial crime screening that is required and to assist the Company in complying with any prevailing laws or regulations in place.
- You shall be responsible to resolve any disputes with your Card company on your own.

1. Quulo Wallet

We would have a module called Wallet, passengers can top up this module to use quulo make payment for the ride, for example, parents could fill up their kids e-wallet to use the service, but this will be only implemented in phase 2 of Quulo

- You may purchase credits (“Quulo Wallet”) for your usage of transportation services using Quulo platform.

- You may purchase Quulo Wallet through any of the methods as may be made available in the Application/Software from time to time. Selecting a particular payment method shows that you are agreeing to the terms of service of the Company's processing partners and your financial institution. You will bear all fees that may be charged by such processing partners and/or your financial institution (if any) for the payment method you have selected.
- The Company may at its sole and absolute discretion reject your request to purchase Quulo Wallet Credits for any reason whatsoever, including without limitation, where your proposed Quulo Wallet Credits purchase:

(a) would cause the aggregate amount of stored value held by the Company, directly or indirectly, alone or together with any person over whom the Company has control or influence, to exceed any value permitted under the prevailing laws and regulations

- The Quulo Wallet Credits will not be expired from the date of your last purchase or spend. There is not expiry date set out in the Application for the time being.
- The Quulo Wallet Credits are not redeemable for cash nor are they refundable under any circumstances. They cannot be resold, exchanged or transferred for value under any circumstances. The Quulo Wallet Credits shall not be regarded, seen, or used as valuable or exchangeable instruments under any circumstances.
- You will not receive interest or other earnings on your Quulo Wallet Credits. On the amount that you buy under Quulo Wallet, the Company may receive interest on your behalf. You agree to assign your rights to the Company for any interest derived from your Quulo Wallet Credits.
- You are responsible to ensure that you have sufficient Quulo Wallet Credits to pay for the transportation services. You may purchase additional Quulo Wallet Credits for you to complete your payment for the transportation services if your credits are running low.
- You may check your Quulo Wallet Credits balance through the Application. The Quulo Wallet Credits balance set out in the Application shall serve as a conclusive evidence of your Quulo Wallet Credits balance.
- In the event of any error in transaction which results in chargebacks from the financial institution, the Company reserves the right to clawback the credits (up to the disputed amount) from your Quulo Wallet Credits or by any other way it deems fit.
- The Company has the right to forfeit your Quulo Wallet Credits where it reasonably believes that the credit purchase may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms of Use.

1. Taxes

You concur that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, as may be in force and in connection with any future taxes that may be introduced at any point of time. You further concur to use your best attempts to do everything necessary and needed by the relevant laws to enable, aid and/or defend the Company to declare or verify any input tax credit, set

off, rebate or repay in respect of any taxes paid or payable in connection with the Service supplied under this Agreement.

1. License Grant & Restrictions

The Company and its licensors, where applicable, hereby grants you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited license to use the Application and/or the Software, solely for your own personal, non-commercial purposes, subject to the Terms of Use herein. All rights not expressly granted to you are retained by the Company and its licensors.

You shall not (i) grant any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Quulo's prior written permission; (ii) modify or make derivative works based on the Application and/or the Software; (iii) create internet "links" to the Application or "frame" or "mirror" the Software on any other server or wireless or internet-based device; (iv) reverse engineer or access the Software in order to (a) create a competitive product or service, (b) create a product using similar ideas, features, functions or graphics of the Application and/or the Software, or (c) imitate any ideas, features, functions or graphics of the Application and/or the Software, (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 unreasonably burdens or hampers the operation and/or performance of the Application and/or the Software, (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way replicate or circumvent the navigational structure or presentation of the Service or its contents; (vii) post, distribute or replicate in any way any copyrighted material, trademarks, or other proprietary information without getting the prior consent of the owner of such proprietary rights, (viii) remove any copyright, trademark or other proprietary rights notices contained in the Service.

You may use the Software and/or the Application only for your personal, non-commercial purposes and shall not use the Software and/or the Application to: (i) send spam or otherwise duplicative or unsolicited messages; (ii) send or save infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party privacy rights; (iii) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) hinder with or disrupt the integrity or performance of the Software and/or the Application or the data contained therein; (v) try to gain unauthorized access to the Software and/or the Application or its related systems or networks; or (vi) Pretend to be any person or entity or otherwise misrepresent your affiliation with a person or entity (vii) to decline from any conduct that could possibly damage the Company's reputation or amount to being disreputable.

1. Intellectual Property Ownership

The Company and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Software and/or the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. The Terms of Use do not constitute a sale agreement and do not give you any rights of ownership in or related to the Service, the Software and/or the Application, or any intellectual property rights owned by the Company and/or its licensors. The Company's name and logo, the Service, the Software and/or the Application and the third party transportation providers' logos and the product names associated with the Software and/or the Application are trademarks of the Company or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term the Software and the Application herein shall include its respective components, processes and design in its entirety.

1. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Quulo's business, operations and properties, including User information ("Confidential Information") disclosed to you by Quulo for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Quulo in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Quulo with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Quulo or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Quulo; becomes known to you, without restriction, from a source other than Quulo without breach of this Agreement by you and otherwise not in violation of Quulo's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Quulo to enable Quulo to seek a protective order or otherwise prevent or restrict such disclosure.

The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:

- was at the time of receipt already in your possession;
- is, or becomes in the future, public knowledge through no fault or omission of you;
- was received from a third-party having the right to disclose it; or
- is required to be disclosed by law.

1. Personal Data Protection

You agree to the Company using and processing your Personal Data for the Purposes and in the manner as identified hereunder.

For the purposes of this Agreement, “Personal Data” means information about you, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information about you, including your social media accounts, which you have provided to the Company in registration forms, application forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by the Company from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs.

The provision of your Personal Data is voluntary. However if you do not provide the Company your Personal Data, your request for the Application may be incomplete and the Company will not be able to process your Personal Data for the Purposes outlined below and may cause the Company to be unable to allow you to use the Service.

The Company may use and process your Personal Data for business and activities of the Company which shall include, without limitation the following (the “Purpose”):

- To perform the Company’s obligations in respect of any contract entered into with you;
- To provide you with any services according to the Terms and Conditions herein;
- To process your participation in any events, promotions, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions and to communicate with you regarding your attendance thereto;
- Process, manage or verify your application for the Service according to the Terms and Conditions herein;
- To validate and/or process payments according to the Terms and Conditions herein;
- To develop, enhance and provide what is required according to the Terms and Conditions herein to meet your needs;
- To process any refunds, rebates and/or charges pursuant to the Terms and Conditions herein;
- To facilitate or enable any checks as may be required according to the Terms and Conditions herein;
- To respond to questions, comments and feedback from you;
- To communicate with you for any of the purposes listed herein;
- For internal administrative purposes, such as auditing, data analysis, database records;
- For purposes of detection, prevention and prosecution of crime;
- For the Company to comply with its obligations under law;
- To send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from the Company, its partners, advertisers and/or sponsors and to notify and invite you to events or activities organised by the Company, its partners, advertisers, and/or sponsors;
- To share your Personal Data amongst the companies within the Company’s group of companies comprising the subsidiaries, associate companies and/or jointly controlled entities of the holding company of the group (“the Group”) and with the Company’s and Group’s agents, third party providers,

developers, advertisers, partners, event companies or sponsors who may communicate with you for any reasons whatsoever.

If you do not agree to the Company processing your Personal Data for any of the above, please inform the Company using the support contact details as provided in the Application.

If any of the Personal Data that you have provided to us changes, for example, if you change your telephone number, payment details or if you wish to terminate your account, please update your details by sending your request to the support contact details as provided in the Application.

We will, to the best of our abilities, facilitate such changes as requested within fourteen (14) working days of receipt of such notice of change.

By submitting your information you agree to the use of that information as set out in the form of submission and in this Agreement.

Third Party Interactions

In addition to connecting passengers with drivers, the Quulo Platform may enable users to provide or receive goods or services from other third parties. For example, users may be able to use the Quulo Platform to order a delivery of goods, purchase a digital item, request a carpool ride from a commuter going in your direction, or when travelling outside of Malaysia, to connect with local transportation platforms and request rides from local drivers (collectively, the “Other Services”). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Quulo Platform, you authorize Quulo to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Quulo is not responsible and may not be held liable for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Quulo Platform.

The Company may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidize the Service and/or to earn additional revenue. By agreeing to the Terms of Use you agree to receive such advertising and marketing. If you do not want to receive such advertising, you should notify us in writing or in accordance with the procedure determined by the Company. The Company reserves the right to charge you a higher fee for or deny you use of the Service should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on the Company’s website located at <http://www.quulo.com>. You agree and allow the Company to compile and release information regarding you and your use of the Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party transportation provider, other third party providers, advertisers and/or sponsors you interact with through the Service and/or advertising or marketing material supplied through the Service.

1. Repair or Cleaning Fees

You shall be responsible for the cost of repair for any damage to or necessary cleaning of the driver's vehicle as a result of your misuse of the Service or in breach of the Terms of Use herein. The Company retains the right to facilitate payment for reasonable cost of such repair or cleaning on behalf of the third party service provider via your designated payment method or demand from you in cash, if a request for repair or cleaning request by the third party service provider has been verified by the Company.

Indemnification

You will defend, indemnify, and hold Quulo including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Quulo Platform and participation in the Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, without limitation, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the Quulo Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver; and/or (5) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." QUULO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, QUULO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. QUULO DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY EXCLUDED AND DISCLAIMED TO THE HIGHEST AND MAXIMUM EXTENT. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, INCLUDING BUT NOT LIMITED TO THE THIRD PARTY TRANSPORTATION SERVICES OBTAINED BY OR FROM THIRD PARTIES THROUGH THE USE OF THE SERVICE, APPLICATION AND/OR THE SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, AND ANY THIRD PARTY SERVICES, INCLUDING BUT NOT LIMITED TO THE THIRD PARTY TRANSPORTATION SERVICES REMAINS SOLELY AND ABSOLUTELY WITH YOU AND YOU SHALL HAVE NO THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, AND ANY THIRD PARTY SERVICES, INCLUDING BUT NOT LIMITED TO THE THIRD PARTY TRANSPORTATION OR OTHER SERVICES AND PRODUCTS REMAIN SOLELY AND ABSOLUTELY WITH YOU AND YOU SHALL HAVE NO RECOURSE WHATSOEVER TO THE COMPANY.

Network Access and Devices

YOU ARE RESPONSIBLE FOR OBTAINING THE DATA NETWORK ACCESS NECESSARY TO USE THE SERVICES. YOUR MOBILE NETWORK DATA AND MESSAGING RATES AND FEES MAY APPLY IF YOU ACCESS OR USE THE SERVICES FROM YOUR DEVICE. YOU ARE RESPONSIBLE FOR ACQUIRING AND UPDATING COMPATIBLE HARDWARE OR DEVICES NECESSARY TO ACCESS AND USE THE SERVICES AND APPLICATIONS AND ANY UPDATES THERETO. QUULO DOES NOT GUARANTEE THAT THE SERVICES, OR ANY PORTION THEREOF, WILL FUNCTION ON ANY PARTICULAR HARDWARE OR DEVICES. IN ADDITION, THE SERVICES MAY BE SUBJECT TO MALFUNCTIONS AND DELAYS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

Limitation of Liability

QUULO SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE OR CONCURRENT) OF QUULO, EVEN IF QUULO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

QUULO SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF QUULO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

QUULO SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND QUULO'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST PRODUCTS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT QUULO HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

Notice

Quulo may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to the Company (such notice shall be deemed given when received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the application.

Assignment

The agreement as constituted by the terms and conditions as modified from time to time may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company. Any purported assignment by you in violation of this section shall be void.

General

This Agreement shall be governed by **Malaysian** law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Terms of Use or the Service shall be referred to the Kuala Lumpur Regional Centre for Arbitration (“KLRCA”), in accordance with the Rules of the KLRCA as modified or amended from time to time (the “Rules”) by a sole arbitrator appointed by the mutual agreement of the parties (the “Arbitrator”). If parties are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of the KLRCA according to the Rules.

The seat and venue of the arbitration shall be in Kuala Lumpur with English as the main method of expression and the fees of the Arbitrator shall be borne equally by the parties, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law. This Agreement sets forth the entire understanding and agreement between you and Quulo with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

No joint venture, partnership, employment, or agency relationship between you, the Company or any third party provider as a result of the Terms of Use or use of the Service.

If any provision of the Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. This shall, without limitation, also apply to the applicable law and jurisdiction as stipulated above.

The failure of the Company to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. The Terms of Use comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if any) between the parties regarding the subject matter contained herein.

You hereby agree that the Company is entitled to terminate this Agreement immediately if you are found to be in breach of any of the terms stipulated in this Agreement. For the avoidance of doubt, the termination of this Agreement shall not require the Company to repay, reimburse or cover any cost incurred by you in the course of you acquiring services from the third party transportation provider under this Agreement.

