

## Terms and Conditions for Malaysian Quulo drivers

*Last modified: 31<sup>st</sup> 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 is a technology firm that offers information and a method for transportation providers, drivers and vehicle operators to schedule, obtain and establish contact with passengers, but does not and does not intend to provide transportation services or act in any way as a taxi operator or transportation carrier, and has no responsibility or liability for any transportation services provided to passengers by you.

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. THE SOFTWARE AND THE APPLICATION ARE INTENDED TO BE USED FOR FACILITATING YOU (AS A DRIVER) TO OFFER YOUR TRANSPORTATION SERVICES TO YOUR PASSENGER. THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR THE ACTS AND/OR OMISSIONS OF ANY SERVICES YOU PROVIDED TO YOUR PASSENGERS, AND FOR ANY ILLEGAL ACTION COMMITTED BY YOU. YOU SHALL NOT CLAIM OR CAUSE ANY PERSON TO MISUNDERSTAND THAT YOU ARE THE AGENT, EMPLOYEE OR STAFF OF THE COMPANY, AND THE SERVICES PROVIDED BY YOU IS NOT, IN ANYWAY, BE REGARDED AS SERVICES OF THE COMPANY.

You are not allowed to promote rivals' applications, giving out coupons and suggesting any other form of discounts to the Passengers. **YOU ARE STRICTLY DISALLOWED TO USE THE SERVICE FOR SUCH OTHER PURPOSES BUT NOT LIMITED TO DATA MINING OF THE COMPANY'S INFORMATION OR INFORMATION RELATED TO THE APPLICATION OF THE SERVICE.** A breach hereof is considered a heavy offence and may be treated as **industrial espionage or sabotage**, and the Company reserves the right to take such action as may be appropriate or permitted to seek laws against you, and/or any person, whether natural or artificial, directing or instructing you, in the event you misuse the Service as opposed to how it is intended to be used.

## **Representation 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 Service, you constitute, warrant, undertake and agree that:

- You hold a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services;
- You own, or have the legal right and authority to operate, the vehicle which you intend to use when accepting passengers, and such vehicle is in **GOOD** operating condition and meets the industry safety standards for vehicles of its kind;
- You have a valid policy of liability insurance (in industry-standard coverage amounts) for the operation of your motor vehicle/passenger vehicle and/or business insurance to cover any anticipated losses related to the operation of a taxi/passenger delivery service;
- You shall be solely responsible for any and all claims, judgments and liabilities resulting from any accident, loss or damage including, but not limited to personal injuries, death, total loss and property damages which is due to or is alleged to be a result of the motor/passenger vehicle and/or taxi/passenger delivery service howsoever operated;
- You shall obey all local laws related to the operation of a taxi/passenger/customer delivery service and will be solely responsible for any violations of such local laws;
- You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, be involved in a motor vehicle accident or collision of any kind, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Quulo community or third parties
- You will only use the Service for the purpose for which it is intended to be used and will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
- You will only use an access point or data account (AP) which you are authorized to use;
- You will only be able to use the company's platform when you have sufficient credits in your account;
- You are responsible to increase credits in your account when the amount is less than the threshold of RM4.99 and should you wish to continue using the Service;
- 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, Application and/or Software for purposes other than obtaining the Service;

- You shall not contact the Third Party Transportation Provider for purposes other than the Service and will not impair the proper operation of the network;
- You will not copy, or distribute the Software or other content without written permission from the Company and will only use the Software and/or the Application for your own use and will not resell it 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 us with whatever proof of identity we may reasonably request or require;
- You will not attempt to defraud Quulo or Riders on the Quulo Platform or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.
- 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 are aware that standard telecommunication charges as a result of communication between you and the passengers shall be solely borne by you;
- You shall not impair or circumvent 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 altered from time to time.

#### License Grant

The Company and its licensors, where applicable, hereby grants you a limited license to use the Application and/or the Software, solely for your own personal purpose, subject to the terms and conditions of this Agreement. The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Quulo's prior written permission, which it may withhold in its sole discretion. All rights not expressly granted to you are reserved by the Company and its licensors.

#### Restricted Activities

With respect to your use of the Quulo Platform and your participation in the Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;

- d. interfere with or disrupt the Services or the Quulo Platform or the servers or networks connected to the Quulo Platform;
- e. post information or interact on the Quulo Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- f. use the Quulo Platform in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Quulo Platform;
- i. "frame" or "mirror" any part of the Quulo Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Quulo Platform or any software used on or for the Quulo Platform;
- k. rent, lease, lend, sell, redistribute, license or sublicense the Quulo Platform or access to any portion of the Quulo Platform;
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Quulo Platform or its contents;
- m. link directly or indirectly to any other web sites;
- n. transfer or sell your User account, password and/or identification to any other party
- o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or
- p. cause any third party to engage in the restricted activities above.

You may use the Software and/or the Application only for your personal, purposes and shall not use the Software and/or the Application to: (i) send spam or otherwise duplicative or unsolicited messages; (ii) send or store 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) interfere with or disrupt the integrity or performance of the Software and/or the Application or the data contained therein; (v) attempt to gain unauthorized access to the Software and/or the Application or its related systems or networks; or (vi) Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity (vii) to abstain from any conduct that could possibly damage the Company's reputation or amount to being disreputable.

## Payment Terms

Any fees which the Company may charge you for the Service, are due immediately and are non-refundable (“Service Fee”). This no-refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate or suspend your usage, disruption caused to the Service either planned, accidental or intentional, or any reason whatsoever.

YOU ACKNOWLEDGE THAT THE TOTAL FEES/FARE PAID TO TOP UP YOUR ACCOUNT INCLUDES THE SOFTWARE USAGE FEE. YOU SHALL ENSURE THAT THERE ARE SUFFICIENT CREDITS (**I.E. A MINIMUM OF RM4.99 PER DAY**) IN YOUR ACCOUNT TO UTILIZE THE SERVICE/SOFTWARE. THE COMPANY WILL NOT BE COLLECTING FARES FROM YOU AFTER EACH TIME THE PASSENGER OR CUSTOMER COMPLETES A RIDE AND ALL THE FARES PAID TO YOU BY THE PASSENGER WILL BE THE SERVICE CHARGE FOR THE PASSENGER. THE COMPANY RESERVES THE RIGHT BUT NOT THE OBLIGATION TO TERMINATE A DORMANT ACCOUNT. THE COMPANY ALSO HAS THE RIGHT TO INCREASE/DECREASE THE THRESHOLD OF RM4.99 PER DAY, AT ANY TIME WITH OR WITHOUT PRIOR NOTICE.

The Company may, at its sole discretion, make promotional offers with different rates to any of the passengers whereby these promotional offers shall accordingly be honored by you. The Company may determine or change the Service Fee as the Company deems in its absolute discretion as necessary or appropriate for the business.

#### Payment By Passenger

The Passenger may choose to pay for the Service by cash and where available, by credit or debit card (“Card”). In the event that the Passenger chooses to pay for the Service by Card, all payments due to you, including tips (where applicable), for the Service will be channeled to you in the agreed quantum. Payment by card may include a small fee charged by the credit card merchants.

Any complaints that the Passenger shall have regarding the transportation provided by you shall be taken up by the Passenger with you directly.

The Company retains the right to bar the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where it reasonably believes the passenger to be in breach of the Terms and Conditions between the passenger and the Company. In such an event, you shall not hold the Company liable for any withholding of, delay in, suspension of or cancellation of, any payment to you.

You agree that you will assist in relation to any criminal investigation that is required and to help the Company in complying with any internal investigations, instructions from the authorities or requirements of prevailing laws or regulations in place.

#### Taxes

You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time. You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Company to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Services supplied under this Agreement.

## 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 the Recipient's possession;
- is, or becomes in the future, public knowledge through no fault or omission of the Recipient;
- was received from a third-party having the right to disclose it; or
- is required to be disclosed by law.

## 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:

- 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 and Conditions 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.

### 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 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.