

EZYHAUL SDN BHD – TERMS OF SERVICE AGREEMENT

This agreement (the “Agreement”) describes the terms on which Ezyhaul Sdn. Bhd., (“Ezyhaul”, “Company” or “Broker”) offers access to its website www.ezyhaul.com (the “Site”) and the associated mobile application (“Mobile App”). Ezyhaul provides an online and mobile platform (the “Service”) to help connect Shippers with Carriers for the transportation of freight and cargo whereby Shippers can submit a request for the transportation of freight or cargo (“Shipment”). Carriers can accept such requests, and both Shippers and Carriers can track such requests. The Service includes access to all applications, content and downloads offered by Ezyhaul, including the Site, Mobile App, and associated user content. Ezyhaul does not assess the suitability, legality, regulatory compliance, quality or ability of any Carriers, Shippers, shipped items and shipping services scheduled through the use of the Service, and Ezyhaul makes no warranty regarding the foregoing.

This Agreement sets forth the terms for use of the Service. By accessing or using the Service, you are accepting this Agreement, on behalf of yourself or the company, entity or organization that you represent, and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement, on behalf of yourself or the company, entity or organization that you represent. You may not access or use the Service or accept this Agreement if you are not at least 18 years old. Use of the Service is conditioned on your agreement to all of the terms and conditions contained in the Agreement, including the policies and terms linked to or otherwise referenced in the Agreement, all of which are hereby incorporated into the Agreement. If you do not so agree, you should decline this Agreement, in which case you are prohibited from accessing or using the Service.

1. DEFINED TERMS

1.1. “Motor Carrier” or “Carrier”

Motor Carrier, or Carrier, means a for-hire motor carrier or a private motor carrier with authority issued by the Land Public Transport Commission (SPAD) for operators in Peninsular Malaysia and Commercial Vehicles Licensing Board (CVLB) for operators in Sabah and Sarawak, in accordance with the Commercial Vehicles Licensing Board Act, 1987 to haul freight for third parties. The term includes a Carrier’s drivers, whether employees or independent contractors, as well as a Carrier’s agents, officers and representatives. A Carrier who accesses or uses the Service is an independent contractor and remains solely responsible for screening, selecting, hiring, training, supervising, managing, assigning, and dispatching drivers. A Carrier is solely responsible for the inspection and maintenance of motor vehicle equipment and accessories. Carrier is solely responsible for its own actions, omissions, training, oversight, compliance with regulatory and safety requirements, and all management of Carrier’s equipment, services, drivers, employees, contractors, agents and servants. A Carrier maintains sole control over the methods and results by which it performs freight transportation services, and retains the sole duty to provide, maintain, manage and control the equipment, personnel, and expertise required to transport a Shipper’s freight. Ezyhaul is not an agent for any Carrier. No Carrier is ever an agent for Ezyhaul. The provisions of Section 3 apply to Carriers.

Ezyhaul is not a Motor Carrier. No interpretation of written or oral remarks in any agreement or document shall be construed to imply Ezyhaul is a Motor Carrier, or that Ezyhaul is subject to the regulatory or legal requirements or liabilities of a Motor Carrier.

1.2. “Broker”

Ezyhaul’s sole duty is to arrange for the transportation of freight by a Motor Carrier that is authorized to operate by SPAD or CLVB. As a broker, Ezyhaul does not take possession, custody or control of any freight. Ezyhaul does not assume any possessory rights or obligations, nor assume any financial responsibility whatsoever, for freight, including loss and damage liability.

Ezyhaul offers a platform to connect Shippers and Carriers, but does not provide shipping services or act in any way as a Carrier. It is up to the Carrier to provide shipping services, which may be scheduled through the use of the Service. Ezyhaul has no responsibility for any shipping services provided to Shippers by such Carriers.

1.3. “Shipper” or “Customer”

A Shipper or Customers owns or possesses the rights to tangible property or freight and/or means any party acting on behalf of the owner or any persons legally interested in the goods and has the authority to provide instructions or be entitled to the rights or obligations under the contract of carriage concluded with the company. The Shipper is a person or entity who seeks the transportation of freight by a licensed Motor Carrier. Ezyhaul is not an agent for the Shipper. The provisions of Section 4 apply to Shippers.

1.4. “User”

A User is any individual or company who accesses or uses the Service. This individual may be a Carrier or a Shipper.

1.5. “User Content”

User Content means any and all information, data, and other content that a User submits to, or uses with, the Service. User Content includes the information provided in a Shipment request or acceptance.

2. DESCRIPTION OF SERVICES

2.1. Shipment Requests

Shipper may submit a Shipment through the Service. Shipper will provide the following information as part of requesting a Shipment:

- (a)** The origin and destination addresses for the Shipment;
- (b)** The requested dates for pickup and delivery of the Shipment;
- (c)** A description of the freight or cargo being transported as part of the Shipment (including weight, dimensions and value);
- (d)** The specific equipment requirements; and
- (e)** Any other relevant information about the Shipment.

Ezyhaul is not responsible for any Shipment terms entered into between Shipper and Carrier. Once the Shipment is accepted for posting by Ezyhaul, the details of the Shipment are posted to the Service. A Carrier may view a list of the Shipments available to it at any time and accept a Shipment through the Service. Once a Carrier accepts a Shipment, that Carrier will be assigned to perform transportation services related to the Shipment. Upon a Carrier’s acceptance, Ezyhaul will notify Shipper that the Shipment has been accepted. Ezyhaul does not guarantee that a Shipment will be accepted by a Carrier.

2.2. Completion of the Shipment

Once a Shipment is completed, the Carrier will upload to the Service: (1) the applicable bill of lading (“**Bill of Lading**”); or (2) a proof of delivery signed by the authorized recipient (“**Proof of Delivery**”). Carrier will send any questions or concerns regarding the Bill of Lading to the applicable Shipper. Any

routing instructions, or similar information, contained on the Site or within the Mobile App are for informational purposes only and are not to be considered instructional.

2.3. Cancellation of the Shipment

Shippers may cancel a Shipment at any time prior to it being accepted by a Carrier without any charges. Once the Shipment has been accepted by a Carrier and the driver is already on the way to or has arrived at the first pick-up address a cancellation charge of 50% of the total trip charges will be payable by the Shipper.

3. CARRIER RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES

3.1. Carrier Responsibilities

Carrier agrees that it has completed the onboarding process with Ezyhaul and has provided Ezyhaul with copies of:

- a) Company ROC
- b) Truck Permits
- c) SPAD Trucks Inspection Records
- d) Driver Licenses of all drivers registered on the Ezyhaul platform
- e) Driver GDL of all drivers registered on the Ezyhaul platform
- f) Completed Ezyhaul Safety Certification form;

3.2. Insurance

Carrier shall procure and maintain, at its sole cost and expense, with reputable and financially responsible insurance underwriters, acceptable to Ezyhaul, the following insurance coverages:

(a) Third Party Commercial Vehicle insurance in accordance with Malaysia insurance regulation (Road Transport ACT) to include any automobile, or all owned, non-owned and hired automobiles, covering bodily injury (including injury resulting in death) and loss of or damage to property. The limit required and mandated captioned as per below:

- Loss of life/death (3rd party bodily injury) - UNLIMITED
- Loss or damage to 3rd party Property damage - Not less than RM3,000,000 per occurrence

(b) Carrier Liability insurance/Bailees insurance or Goods In Transit insurance in an amount not less than RM100,000 per incident and shall not contain any exclusions for employee theft or dishonesty.

(c) Any other insurance that may be required by any applicable federal, state or local laws, rules, regulations or ordinances.

Carrier shall provide to Ezyhaul certificates of insurance and upon request, shall provide copies of all policies and endorsements. Ezyhaul will be listed as a certificate holder. Further, Carrier will ensure that Ezyhaul is provided notice of cancellation or modification of any insurance required under this agreement at least 30 days in advance of any cancellation or modification of the required insurance.

3.3. Subcontractors/Co-Brokers

Carrier shall not re-broker, co-broker, subcontract, assign, or cause or permit any other person or entity to perform any of Carrier's obligations hereunder, or cause or permit any Shipment tendered hereunder to be transported by any other third-party carrier, or any other substitute mode of transportation, without the express written consent of Ezyhaul.

3.4. Compliance With Laws

Carrier represents and warrants that it is duly registered with SPAD or CLVB as a for-hire motor carrier of property in accordance with the Commercial Vehicles Licensing Board Act, 1987. With respect to the transportation services provided pursuant to this Agreement, Carrier shall comply with all federal, state and local laws, rules, regulations and ordinances, including but not limited to all rules and regulations promulgated by the SPAD, CLVB and all other Federal and State agencies and departments having jurisdiction over the transportation services to be performed by Carrier. Carrier shall defend, indemnify and hold Ezyhaul and its customers harmless from and against any and all fines, penalties, judgments, liabilities, expenses and costs of any nature resulting from Carrier's failure to comply with all such laws, rules, regulations and ordinances.

3.5. Equipment

Carrier represents and warrants that it shall perform all transportation services pursuant to this Agreement with equipment that is in good order, condition and repair and that meets with all applicable federal and state laws, rules and regulations, including but not limited to those of SPAD and CLVB.

3.6. Independent Contractor

This Agreement does not make Carrier an agent, legal representative, joint venture, or partner of Ezyhaul for any purpose. It is understood by Carrier that Carrier is to act as an independent contractor and is in no way authorized to make any contract, warranty or representation on behalf of Ezyhaul, or to create any obligation express or implied on behalf of Ezyhaul. It is expressly agreed and understood by Carrier that Carrier shall not be considered under this Agreement as having any employment status with Ezyhaul, or as being entitled to any plans, distributions, or benefits extended by Ezyhaul to its employees.

3.7. Non-Solicitation

During the term of this Agreement, and for a period of one (1) year from its termination, Carrier agrees that it will neither initiate nor accept any direct or indirect business relationship with any Shipper that was first introduced to Carrier by Ezyhaul, or in connection with the use of the Service, and will rely on Ezyhaul, as Broker, in any dealings with a Shipper first introduced by Ezyhaul, or in connection with the use of the Service, to Carrier unless otherwise agreed by the parties in writing. A Carrier's legal obligations in this regard extends to instances where the Shipper contacts the Carrier and seeks to establish a business relationship that does not include Ezyhaul.

If Carrier accepts any direct or indirect business relationship with any Shipper that was first introduced to Carrier by Ezyhaul in violation of this Agreement, Carrier shall pay to Ezyhaul within thirty (30) days of each such violation an amount equal to twenty percent (20%) of all revenues invoiced by Carrier to the solicited Shipper.

3.8. Cargo Liability for Freight Loss or Damage

Except as otherwise provided herein, the Carrier's liability for cargo loss or damage shall be governed by the provisions of applicable legislation in Malaysia.

Liabilities are furthermore governed by the prevailing editions of the general standard trading conditions of the Airfreight Forwarders Association of Malaysia (AFAM)

Carrier shall be liable to Ezyhaul, and its customers, for any and all property damage, cargo loss, damages or delay occurring while such cargo is in the possession or under the control of Carrier, or resulting from Carrier's performance or failure to perform the service undertaken by Carrier under the terms of this Agreement. Carrier further agrees to defend, indemnify, and hold Ezyhaul and its customers harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney fees, arising out of Carrier's performance of services, or any violation by Carrier of applicable law or terms of this Agreement. Any attempt by Carrier to limit its liability or amend this Agreement by provisions contained in any bill of lading, delivery receipt or tariff shall be deemed null and void. Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.

Claims for loss of or damage to cargo shall be submitted and processed as in effect on the effective date of this Agreement. Carrier shall acknowledge receipt of such claims within thirty (30) days, and shall settle all claims within sixty (60) days of receipt.

4. SHIPPER RESPONSIBILITIES

4.1. Representations and Warranties

Shippers hereby represent and warrant as follows:

- (a) Shippers will not use the Service in furtherance of the transportation of freight or cargo that is illegal, dangerous, hazardous, harmful, unsafe, offensive or objectionable;
- (b) Shippers will not use the Service to ship high-value electronics, perishable goods or hazardous materials;
- (c) Shippers own the shipped items, freight or cargo, or have the necessary rights to ship such items;
- (d) All goods moved using the Company's service have been properly and sufficiently packed and/or prepared
- (e) Shippers use the Service to transport freight or cargo at their own risk and agree that the Company will not be liable for the loss of any shipped items;
- (f) Shippers are solely responsible for obtaining any insurance to cover any anticipated losses of freight or cargo; and
- (g) Requested pick-up and delivery dates and hours by the Shipper will not require the Carrier to violate hours of service regulations under applicable law.

4.2 Obligations and liability

(a) The Shipper shall insure/maintain a valid insurance cover for the goods from the original point of pickup to the final point of delivery at its own cost and shall waive/cause to waive the right of subrogation against the Company. No insurance will be effected except upon express instructions given in writing by the Customer. All insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk and the Company shall not be under any obligation to effect a separate insurance on each consignment but

may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.

(b) The Shipper shall be deemed to have truthfully and accurately declared all particulars relating to the general nature and description of the goods, their marks, numbers, weights, volume and quantity and, if applicable, the dangerous character of the goods, as furnished.

(c) The Shipper shall be liable for all loss or damage, costs, expenses and any fines or charges imposed by the authority resulting from the inaccurate, fraudulent or incomplete information or instructions provided for the carriage of the goods.

(d) In the event the company shall become liable to any other party resulting from the inaccurate or fraudulent information, whether the company is negligent or otherwise, the Shipper shall indemnify and hold harmless the company accordingly for such action taken against the company.

(e) Where other costs and expenses are payable, including duties or such other additional charges, the Company shall be entitled to claim the same on the Shipper, notwithstanding there being any claim on the Company for any loss of or damage to the goods, the monies so paid out by the Company on behalf of the Shipper shall become payable without any reduction or deferment on the account of any claim, counter-claim or set-off against any amount owing to the Company.

(f) Where the Shipper is in arrears of any payments for freight and services rendered by the Company and the outstanding exceeds the agreed credit period, the Company shall be entitled to impose a late payment penalty charge of such percentage as advised and/or imposed by the associations.

(g) In the event the arrears remained outstanding beyond such further period in excess of the agreed credit period as granted by the Company for the Shipper to make good such outstanding and provided that the customer responded to the demands for payments being served on them, the Company shall be entitled to report such delinquent accounts accordingly as required under the Credit Reporting Agencies Act (2010) without any liability or responsibility for any loss or damage ensuing therefrom or thereafter when the customer's delinquent account shall be reflected in the trade bureau database.

4.3. Failure to take final delivery of the goods upon arrival at destination

(a) If at any time there is any dispute arising over the control of the goods upon arrival at destination hindering the final delivery or taking delivery of the goods, or if the goods are stopped in transit, the Shipper shall continue to be liable for any subsequent or recurring costs and expenses incurring therefrom the date the incident occurs and shall indemnify the company accordingly for such further costs and expenses.

(b) Where documentary title to the goods has not yet passed, the customer is still interested as the Shipper and shall indemnify the company for all such further costs and expenses incurring, including all demurrages, customs duties and fines and outstanding freight or warehousing charges and any recovery expenses to conduct final delivery of the goods.

(c) Where the dispute persists and upon the Shipper's inability to resolve the same with the consignee or any other buyer 30 calendar days after arrival of the goods or from the date such dispute arose, the company shall be vested with a General Lien on the goods and may either exercise the rights to confiscate and/or to accordingly forfeit and dispose the goods in any manner deemed fit and proper so as to make good and/or recover any further costs and expenses incurred.

(d) All negotiations and correspondences taking place between the company and their appointed destination agent or representative to attempt delivery or taking delivery of the goods and/or to resolve any disputes arising between the Shipper and consignee and other legally interested parties are conducted as agent for and on behalf of the Shipper and/or the actual owners of the goods.

(e) In the event a General Lien is notified to the Shipper and/or any legally interested parties, the Company shall conduct sale and disposal of the goods by auction, whether by private arrangement or by public notification, the nett proceeds shall accordingly be used to defray the cost of auction, the costs and expenses owing to Ezyhaul and the Shipper and/or actual owners of the goods if there remains any amount thereafter.

(f) Notwithstanding the above, the Company shall be entitled to full indemnity from the Shipper in respect of any amount owing or any outstanding costs and expenses in the final delivery of the goods.

(g) Where an inability to deliver the goods for any reason whatsoever occurs, the Company may at its discretion arrange for the goods to be stored at the most convenient destination pending final instructions from the Shipper or the owners of the goods and such additional costs and expenses shall be accordingly accrued for the account of the Shipper.

4.4. Non-Solicitation

Shipper agrees that it will neither initiate nor accept any direct or indirect business relationship with any Carrier that was first introduced to Shipper by Ezyhaul, or in connection with the use of the Service, and will rely on Ezyhaul, as Broker, in any dealings with a Carrier first introduced by Ezyhaul, or in connection with the use of the Service, to Shipper. A Shipper's legal obligations in this regard extends to instances where the Carrier contacts the Shipper and seeks to establish a business relationship that does not include Ezyhaul.

4.5. Freight Description and Disclosures

Shipper shall disclose to Ezyhaul all information reasonably necessary for Ezyhaul to arrange transportation in compliance with applicable regulatory, legal and industry standards. Shipper shall also be responsible and liable for providing accurate description of cargo including without limitation commodity type, dimensions and weight, and any special handling requirements.

4.6. Freight Securement

Shipper shall bear the sole responsibility to review and accept or deny the Carrier's trailer for cleanliness, odor, leaks, dirt or other conditions that may be unacceptable to Shipper. If a trailer or any equipment is unacceptable, it is Shipper's obligation to prohibit loading the trailer. In such event, Shipper shall notify Ezyhaul immediately and request alternative arrangements. Unless otherwise agreed in writing, or otherwise specified by law or regulation, it is Shipper's responsibility to develop adequate blocking, bracing and packaging that facilitates the safe handling and stowing of freight and prevents damage during transit.

Shipper acknowledges that Ezyhaul will never be in possession of any freight or cargo being transported in connection with use of the Service, nor will Ezyhaul be responsible or have any role in the securement of freight or cargo for transportation.

4.7. Shipping Documents

Shipper's insertion of "Ezyhaul" or "Ezyhaul Sdn Bhd" on a receipt of goods, bill of lading, manifest, or any other shipping document, shall be understood by the parties to be for the Shipper's convenience, or due to Shipper's oversight only, and shall not operate to alter Ezyhaul's status as a Broker, nor the Carrier's status as the responsible Carrier. The terms and conditions set forth in any such shipping

document used by a Carrier or a Shipper shall not supersede, alter, or modify any term of this Agreement or add any liability or responsibility to Ezyhaul.

5. CARRIER SELECTION

Ezyhaul establishes and follows written procedures to evaluate Carriers prior to their use by Ezyhaul. Ezyhaul continues to evaluate certain Carriers at certain intervals, as set forth by Ezyhaul's internal risk management and Carrier selection policies, which may be amended from time to time with or without notice to Carriers or Shippers. Ezyhaul represents that it is not a governmental agency and therefore cannot and does not in any way guarantee the relative fitness, compliance record of, or current or future safety performance of, any Carrier or its drivers. Ezyhaul is not responsible in any way for the acts and/or omissions of Carriers or their drivers. The SPAD and CLVB, is responsible for licensing, monitoring and enforcing safety and regulatory compliance for interstate Carriers. SPAD, CLVB, together with any other applicable federal, state and local law enforcement agencies, bear sole responsibility for determining the fitness, including the safety fitness, of all authorized carriers, and for enforcing all applicable laws and regulations, including without limitation, those concerning the maintenance and operation of carrier equipment, driver training, licensing, and fitness, hazardous materials, and hours of service.

6. PAYMENT TERMS

6.1. Payment

(a) For each Shipment, Shipper will pay Ezyhaul the fees listed to Shipper upon acceptance of the applicable Shipment on the Service ("**Shipment Fee**"), and additional GST (when applicable) as well as any additional charges Shipper may incur related to the completion of the Shipment. These charges include, but are not limited to, detention or waiting time beyond 90 minutes at each location, overnight storage due to Shipper or consignee not being available or able to receive the Shipment from Carrier, and any differences between the actual Shipment and the description of the Shipment created on the Service. Ezyhaul may change pricing for the Service (from time to time in its sole discretion) by updating the Site and Mobile App and without any additional notice to Users.

(b) When a Shipment Fee is processed, Ezyhaul shall display a completed charge screen. This is Shipper's electronic receipt. Shipper should print or save this electronic receipt for its records. Shipper represents and warrants that Shipper has the right to use any credit card(s) or other payment means provided by Ezyhaul and used to initiate any transaction of the Shipment Fee. All information that Shipper provides to Ezyhaul's third party payment processor or Ezyhaul must be accurate, current and complete. Shipper agrees to immediately notify Ezyhaul of any change in Shipper's billing address used for payment hereunder.

(c) When a Shipment Fee is processed, Ezyhaul shall notify Shipper and make the completed charge visible to Shipper on the Service. Shipper agrees not to circumvent payments for scheduled or completed Shipments in any way. All payment will be in Malaysian Ringgit.

(d) All sums shall be paid to the Company in cash (by credit card, online bank transfer or depositing into the Company's bank account) immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

(d) It is hereby agreed by the Customer that any discrepancy on any invoices shall be notified in writing to the Company within seven (7) days from the date of invoice, failing which all such invoices shall be deemed as correct and payable and no further query or report or discrepancy after the expiry of the above stated period shall be entertained.

(e) Any amount that is not paid when due will accrue interest at twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. In the

event that Ezyhaul is unable to bill Shipper due to insufficient funds, Shipper shall be liable for all costs and expenses incurred by Ezyhaul in connection with collection of the Shipment Fee, including costs and expenses of a third party collection agency. Shipment Fees are non-refundable.

6.2. Remittance

For each Shipment, Ezyhaul will pay Carrier the fees listed to Carrier when Carrier accepted the Shipment ("**Carrier Fee**"), as well as additional fees Carrier may earn related to the completion of the Shipment. These fees include, but are not limited to, detention time beyond 90 minutes at each location, overnight storage due to shipper not being available or able to receive the Shipment from the Carrier, and any difference in fees resulting from the actual Shipment being different from the description of the Shipment created on the Service.

6.3. General Payment Terms

You agree that you are responsible for the collection and/or payment of all taxes, which you may be liable for in any jurisdiction arising from your use of the Service. Ezyhaul is not responsible for collecting, reporting, paying, or remitting to you any such taxes.

7. LICENSES

7.1. Accounts

In order to use certain features of the Service, you must register for an account with Ezyhaul ("**Account**") and provide certain information as prompted by the registration and Shipment creation form. You represent and warrant that:

(a) all required registration information you submit is truthful and accurate;

(b) you will maintain the accuracy of such information.

You may delete your Account at any time, for any reason, by contacting Ezyhaul or following the instructions on the Service. You are responsible for maintaining the confidentiality of your Account login credentials and are fully responsible for all activities that occur under your Account. You agree to immediately notify Ezyhaul of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Ezyhaul is not liable for any loss or damage arising from your failure to comply with the above requirements.

7.2. Site

Subject to the terms of this Agreement, Ezyhaul grants you a non-transferable, non-exclusive, license to use the Site for your internal business use during the term of this Agreement.

7.3. Mobile App

Subject to the terms of this Agreement, Ezyhaul grants you a non-transferable, non-exclusive, license to install and use the Mobile App, in executable object code format only, solely on your own handheld mobile device and for your internal business use during the term of this Agreement.

7.4. Restrictions

The rights granted to you in this Agreement are subject to the following restrictions:

(a) You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service;

(b) You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service;

(c) You shall not access the Service in order to build a similar or competitive service; and

(d) Except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

7.5. Limited Support

Users may contact Ezyhaul's technical support center for any support- related issues arising from the use of the Service by following the instructions on the Service.

8 GENERAL LIABILITY AND EXCLUSIONS

8.1 Limitation of liability

(a) The Company is only liable for the failure to exercise reasonable care in the performance of the contract of carriage and delivery of ancillary services relating to the delivery or taking delivery of the goods.

(b) The Company shall not be liable to the Customer for any loss damage or delay due to Force Majeure including but not limited to Acts of God, hijacks, strikes, lockouts, riots, civil commotions, acts of war, general chaos, inclement weather, landslides/slips, earthquakes or any other circumstances of whatsoever nature beyond the control of the Company, which may include delay or misconnection arising from the carrier, its agents or Company's subcontractors.

(c) Further the Company shall not be under any liability whatsoever for any consequential loss arising out of loss or damage to goods or delay or non-delivery or misdelivery, however caused.

(d) Unless notice of loss of or damage is given in writing to the Company, the handing over or the taking delivery of by any party entitled to take delivery is prima facie evidence of the delivery of the goods in good order and condition. Where such loss or damage is not apparent at delivery, the same prima facie effect shall apply if notice in writing is not given within six calendar days after the date the goods have been handed over or from the date of taking delivery of the goods.

(e) The Company is not liable for acts of error and omission by any third parties involved with the carriage of the goods, such as, but not limited to, carriers, warehousemen and other performing party, unless there are evidence to prove that the Company failed to exercise due diligence in selecting, instructing or supervising such third parties.

(f) Where the Company is liable as principal, whether by implied or expressed undertaking or through providing the ancillary services as an independent contractor, the Shipper shall provide such evidence of the Company's negligence as principal, including any independent third party investigation survey report, to the Company within twenty-one (21) calendar days upon the arrival of the goods at destination or on such date the goods should have arrived at destination.

(g) If the Company is liable in respect of loss following delay or deviation of the transportation vehicle or the conveyance, such liability shall only be limited to an amount not exceeding the remuneration relating to the service giving rise to the delay or deviation or the reasonable additional expenses incurred in respect of the reasonable recovering of delay following deviation.

(h) Where the goods have not been delivered to the destination within a period of 90 calendar days after the date the goods ought to have been delivered, in the absence of evidence to the contrary, the goods shall be treated as lost. The value of the goods for the assessment of compensation of loss or damage shall be determined according to the current commodity exchange price index or, if there is no such price indication available or applicable, according to any reasonable market value or, by reference to the normal value of the goods of the same kind and quality but in no event shall exceed that which is originally contained in the documentary evidence.

(i) The Company shall in no event be liable for valuables or dangerous goods unless the value and/or nature of the goods has been declared and expressly agreed by the company in writing and noted accordingly in the Bill of Lading or Waybill provided however that the Company shall not be liable for the maximum loss or damage as contained therein.

(j) In the event the company is proven to be liable for any loss or damage, including any financial loss resulting from any error or omission suffered by the customer, the liability shall be based on the principle of indemnity and limited to RM5.00 (Malaysian Ringgit Five only) per gross kilogram weight on the goods lost or damage. Notwithstanding the limitation contained herein, the maximum liability of the company for any loss or damage shall not under any circumstances exceed RM100,000.00 (Malaysian Ringgits One Hundred Thousand only) or such other amount in equivalent currency whichever is applicable.

(k) The Company agrees to maintain at its own expense, at all times, at least the following insurance coverage amounts:

(i) Bailee Liability: maximum coverage RM100,000 per incident

(ii) Fidelity Guarantee: maximum coverage RM50,000 per incident

Upon request, the Company may provide insurance coverage amounts that exceed these limits, and the evidence of such shall be in the form of an insurance certificate provided to Shipper. The Company's maximum liability to Shipper or Carrier for any loss shall be limited to the Company's insurance policy terms and conditions and the amounts for coverage set forth in this paragraph.

The Company's bailees insurance is subject to the terms, conditions and certain limitations and/or exclusions as contained in the policy, and the terms, conditions and requirements as outlined within this Agreement, which are subject to change at any time. The existence of the Company's bailees insurance in no way shifts or places any legal or contractual liability on the Company, nor does it exonerate the Carrier's duty and liabilities under this Agreement.

8.2 General Exclusions and Time Bar

(a) The Company shall not be liable for any loss of profit, loss of market and/or loss of opportunities caused by any delay or deviation of the vessel and/or any unreasonable delay in delivery or taking delivery of the goods at such date the goods should have been delivered provided that the company is proven to be principally negligent.

(b) In any event, where any physical loss or damage to the goods has occurred, upon first discovering such loss or damage when delivery of the goods has been delivered, unless notice in writing is given within fourteen (14) calendar days upon arrival of the goods, together with any independent third party investigation survey report, the goods are deemed to have been delivered without damage.

(c) Shipper must officially file any claim for cargo loss or damage against Carrier with the Company, and in no event will such claim be allowed if filed later than six (6) months after the date of such loss, shortage or damage. To be valid, any claim for loss or damage must meet the three (3) conditions:

- (i) It must be filed with the Company and against Carrier in writing
- (ii) It must include a clear demand for payment, and a specified monetary amount of the claim
- (iii) It must identify the shipment sufficiently to allow Carrier to conduct an investigation.

(d) Unless otherwise expressly agreed in writing, the Carrier and Company shall be discharged from all claims and any further liability for any direct and indirect loss of or damage to the goods provided that action is brought within nine (9) calendar months after the delivery of the goods, or the date when the goods should have been delivered, or the date when the goods is treated as lost.

(e) The Company shall be discharged from all liability if the Customer has not fully settled all freight and other charges to the Company.

(f) Any claim not made and notified accordingly shall be time barred except where the Shipper can show that it was impossible to comply within the time limit stipulated.

9. OWNERSHIP

Ezyhaul Pte. Ltd. owns intellectual property rights in and to the Service, including but not limited to the Site, Mobile App, including all related software and servers, in and to our trademarks, service marks, trade names, logos, domain names, taglines and trade dress (collectively, the “**Marks**”). Users acknowledge and agree that Ezyhaul Pte. Ltd. owns all right, title, and interest in and to the Service, including all intellectual property rights therein. Users understand and agree that without a written license agreement with Ezyhaul Pte. Ltd., Users may not make any use of the Marks. Except as expressly granted in this Agreement, all rights, title and interest in and to the Service, and in and to the Marks are reserved by Ezyhaul Pte. Ltd.

10. MODIFICATION OF THE SERVICE

The Company reserves the right, at any time, to modify, suspend, or discontinue the Service or any part thereof with or without notice. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service or any part thereof.

11. LIMITATIONS ON USE OF THE SERVICE

You agree not to use the Service to upload, transmit, display, or distribute any User Content that: (a) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (b) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way.

In addition, you agree not to use the Service to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Service, other computer systems or networks connected to or used together with the Service, through password mining or other means; (f) harass or interfere with another User’s use and enjoyment of the Service; or (g) introduce software or automated agents or scripts to

the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Service.

Ezyhaul reserves the right to review any User Content, investigate, and /or take appropriate action against you in its sole discretion, including removing or modifying User Content, terminating your Account, and/or reporting you to law enforcement authorities.

12. USER CONTENT

12.1. User Content

You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate any provision of this Agreement. For the avoidance of doubt, User Content may include third party content you submit. You agree not to submit third party content unless you have the consent of the applicable third party owner of such content. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Ezyhaul. You acknowledge and agree that Ezyhaul is not responsible for any User Content and makes no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and assumes no responsibility for any User Content.

12.2. License

Users hereby grant, and represent and warrant that they have the right to grant, to Ezyhaul an irrevocable, nonexclusive, royalty-free and fully paid, sublicenseable, worldwide license, to use User Content, solely for the purposes of including User Content in the Service. All rights in and to the User Content not expressly granted to Ezyhaul in this Agreement are reserved by Users.

12.3. Anonymous Data

Ezyhaul may create anonymous data records ("**Anonymous Data**") from your User Content by using commercially reasonable efforts to exclude any and all information (such as company name) that makes the data identifiable to you. Ezyhaul may use and disclose Anonymous Data to any person including its business partners; and for any purpose, including improving the Service and to provide you with advertising and marketing information in relation to products and services of Ezyhaul and/or its business partners.

12.4. Disclosure

Ezyhaul may share your User Content (a) with third party service providers; (b) its business partners (c) if another company acquires Ezyhaul; and/or (d) to comply with relevant laws, to respond to subpoenas or warrants or assist in preventing any violation or potential violation of the law or this Agreement.

13. THIRD PARTY SITES

The Service might contain links to third party websites, services, and advertisements for third parties (collectively, "**Third Party Sites**"). Such Third Party Sites are not under the control of Ezyhaul and Ezyhaul is not responsible for any Third Party Sites. Ezyhaul does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites. You use all Third Party Sites at your own risk. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites.

14. INDEMNITY

14.1. Indemnification of Ezyhaul

You agree to defend, indemnify and hold Ezyhaul (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your (i) use of the Service, (ii) User Content, (iii) interaction with any other User, (iv) violation of this Agreement; (v) violation of applicable laws or regulations; or (vi) your shipment contents (if you are a Shipper) or your shipment services (if you are a Carrier). Ezyhaul reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Ezyhaul. Ezyhaul will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

14.2. Indemnification of Shipper

Carrier agrees to defend, indemnify and hold Shipper (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any and all damages, claims or losses arising out of its performance of this Agreement, to the extent such damages, claims or losses are caused by the negligence or other intentional conduct of the Carrier or its employees or agents.

14.3 Indemnification of Carrier

Shipper agrees to defend, indemnify and hold Carrier (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any and all damages, claims or losses arising out of its performance of this Agreement, to the extent such damages, claims or losses are caused by the negligence or other intentional conduct of the Shipper or its employees or agents.

15. CHOICE OF LAW

Unless otherwise agreed, any action against Ezyhaul Sdn Bhd may only be commenced in Malaysia where the company has its principal place of business and shall be decided according to the applicable legislations and/or conventions including its subsequent amendments or enactments. Where the action against the company commenced at any place other than Malaysia, the application of Malaysian law and/or applicable conventions shall be mandatory.

16. DISPUTE RESOLUTION

In the event of a dispute arising out of this Agreement, a party's recourse be firstly resolved by negotiation and/or arbitration in accordance with the Arbitration Act (2005) and/or its subsequent amendments where applicable unless the court summarily agrees otherwise that the disputes may not be determined by arbitral process.

Arbitration shall be subject to the 2005 Arbitration Act and/or its subsequent amendments where applicable. The arbitration shall be conducted before one arbitrator from the the Kuala Lumpur Regional Centre for Arbitration (KLRC). Arbitration proceedings shall be conducted under the rules of the KLRC, as agreed by the parties, or by the Company solely where no agreement is reached.

Upon agreement of the parties, arbitration proceedings may be conducted outside of the administrative control of the KLRC. The decision of the arbitrator shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator.

In the event that either party is granted equitable relief, the party against whom judgment is entered shall be liable for all costs and expenses incurred by the prevailing party including, but not limited to, reasonable attorney fees. This paragraph shall not apply to enforcement of an award of arbitration.

17. TERM OF AGREEMENT

This Agreement will remain in full force and effect while you use the Service. The Company may at any time terminate this Agreement in its sole discretion if (a) you have breached any provision of this Agreement (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with this Agreement); (b) the Company is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); (c) the Company has elected to discontinue the Service; or (d) for your poor performance as a Shipper or Carrier in the Company's sole discretion. Upon termination of this Agreement, your Account and right to access and use the Service will terminate immediately.

18. GENERAL PROVISIONS

18.1. Changes to Agreement

This Agreement is subject to occasional revision by the Company. In the event of any material changes made to the Agreement, the Company will notify you by electronic mail, or other means of written communication, before your next use of the changes on the Service. Any changes to this agreement will be effective upon the earlier of (a) the date you accept the new terms or (b) thirty (30) calendar days following your receipt of the notice of the changes. These changes will be effective immediately for new Users of the Service. Continued use of the Service following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

18.2. Entire Agreement

This Agreement constitutes the entire agreement between you and us regarding the use of the Service. the Company's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement may be executed in counterparts.

18.3. Assignment

This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

18.4. Notices

(a) All notices as required by any of the terms and conditions of this Agreement shall be deemed given with the notices prepared, adequately addressed and deposited in the mail, postage prepaid. Notices to the Company are adequately addressed as follows:

Ezyhaul Sdn Bhd

Address: 42-48 Jalan Doraisamy, 50300 Kuala Lumpur, Malaysia.

Email: support@ezyhaul.com

(b) All notices and communications between the Company and the Shipper shall be made to the last known address in writing through normal post or by emails and by any other electronics means of communication shall be considered delivered and received upon any acknowledgement or return receipt be generated in response to the message sent.

(c) Where notices and communication are not capable of being delivered to the before mentioned address for any reason whatsoever, the notices and communication shall be considered delivered upon being posted on a public board or advertised or published in any public media or customary forum.

18.5. Publication of Information

The Company has your permission to identify you as a customer of the Company or user of our Services and to reproduce your name and logo on the Site and in any other marketing materials.

If you provide the Company any feedback, suggestions, or other information or ideas regarding the Service (“**Feedback**”), you hereby assign to the Company all rights in the Feedback and agree that the Company has the right to use such Feedback and related information in any manner it deems appropriate. The Company will treat any Feedback you provide as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

18.6. Severability

In the event that the operation of any portion of this Agreement results in a violation of any law, or if any provision herein is determined by a court of competent jurisdiction to be invalid or unenforceable, Shipper, the Company and Carrier agree that such portion or provision shall be severable and that the remaining provisions herein shall continue in full force and effect. The terms and conditions set forth herein shall survive the termination for any reason of the business relationship between Shipper, the Company and Carrier.

18.7. Disclaimer

The Company expressly disclaims any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement. The Company makes no warranty that the Service: (a) will meet your requirements or expectations; (b) will be available on an uninterrupted, timely, secure, or error-free basis; (c) will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe; or (d) result in any revenue, profits, or cost reduction. The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. The Company is not responsible for any delays, delivery failures or other damages resulting from such problems.

Signature

Date: 14 April 2017

Name: Raymond Gillon

Designation: CEO Ezyhaul