

## **E NATION SDN BHD TERMS AND CONDITIONS (Effective from 1 March 2020)**

### **1. General Terms**

This Terms of Use is an agreement between Users (“You”, “Your”, or “Yourself”) and E Nation Sdn Bhd (Company No. 1362527-V) (“We”, “Us”, or “Our”), a company duly established and legally operating under the laws of Malaysia. This Terms of Use governs Your access and use of the app, website ([www.enationsb.com](http://www.enationsb.com) and other websites We manage), content and products provided by Us (hereinafter, collectively referred to as “Application”), as well as order, payment or use of the service available on our Application (“Service” or “Services”).

By agreeing to this Terms of Use, You also agree to additional Terms of Use, including the Terms of Use of each Service, and changes that are an integral part of this Terms of Use (hereinafter, the Terms of Use, additional terms of Use and its changes are collectively referred to as “Terms of Use”). Notwithstanding the inseparability, the additional Terms of Use supersedes the Terms of Use in case of any discrepancies among them.

### **2. Use of Application and Services**

The access and use of Application are subject to this Terms of Use. You have full discretion either to use the Application or other apps, whether to use Services available on Application, or to stop using the Application.

We only facilitate You finding various Services You need by providing Application. All Services are provided directly by independent third parties who agreed to become Our partners (“Service Provider”).

When ordering a Service, the Application will connect You with the available Service Provider around Your location. Thus, some Services cannot be used if You do not activate the location feature. Furthermore, if the Service Provider accepts Your order, We will inform Your order status through Application.

### **3. Signing-up and Signing-in**

Before using the Application, You must agree to this Terms of Use and Privacy Policy, and register Yourself by providing information We need. When registering, We will ask You to provide Your full name, electronic mail address and valid mobile phone number. You may change Your profile information on the settings feature in the Application.

After registering, Our system will automatically generate a verification code and send the verification code via a text message to the mobile phone number You provided. You have to verify by entering the verification code on the registration page in the Application.

After verifying, Our system will create a personal E Nation account (“Account”) for You to use the Application and order Services through the Application. Your mobile number is ascribed to Your account that You cannot create a new account with a registered mobile number. The same is true if You later change Your mobile number in the settings feature in the Application.

In the event that you have been logged-out from Your Account, then You need to enter your electronic mail address or mobile phone number you provided when registering Yourself and enter the verification code, which then automatically sent by Our system to Your registered mobile phone number, on the log-in page.

THE VERIFICATION CODE (ONE TIME PASSWORD/OTP) IS PRODUCED AUTOMATICALLY BY OUR SYSTEM. WE DO NOT KNOW AND NEVER ASK FOR YOUR VERIFICATION CODE. NEVER PROVIDE THE VERIFICATION CODE TO ANYONE EVEN TO US OR OTHER PARTIES WHO ACKNOWLEDGE THEMSELVES AS OUR REPRESENTATIVES.

#### Device Authentication Features

If You are using a device that supports fingerprints and/or facial recognition features, You can enable such device authentication feature for logging in to our Application.

When You are enabling the fingerprints and/or facial recognition features in Your mobile device for authentication purposes in Application, please note that We do not store such biometric data. Unless otherwise notified to You, such data is stored in Your mobile device and may also be stored by third parties, such as Your device's manufacturer. You agree and acknowledge that we are not responsible for any unauthorised access or loss towards such biometric data which is stored in your mobile device.

If You are changing your mobile device, an OTP will still be required for you to log in to the Application. If You wish to enable the device authentication feature in your new device, you can do so in Your device settings.

#### **4. Your Account**

Your Account can only be used by You and cannot be transferred to other people for any reason. We reserve the right to refuse to facilitate orders if We know or have sufficient reasons to suspect that You have transferred or allowed Your Account to be used by someone else.

The security and confidentiality of Your Account, including registered name, electronic mail address, registered mobile number, payment details and Payment Method you choose, as well as verification code generated and sent by Our or Payment Method Provider's system are fully Your personal responsibility. All losses and risks arising from Your negligence in maintaining such security and confidentiality are borne by You. In such cases, We assume any use or order made through Your Account as Your legitimate request.

Immediately notify Us upon knowing or suspecting that Your Account has been used without Your knowledge and consent. We will take actions We consider necessary and We may do toward that unconsented use.

If You are a Service Provider, You shall not use Your personal Account or someone else's account to order a service that You will receive Yourself as a Service Provider.

#### **5. Personal Information**

Collection, storing, processing, use and sharing of Your personal information, such as Your name, electronic mail address, and mobile phone number You provided when opening an Account are subject to the Privacy Policy, which is an integral part of this Terms of Use.

## **6. Content, Information and Promotion**

We or other parties cooperating with Us may provide Third-Party Content which You may find on the Application. In any event where the Third-Party Content is provided by other parties cooperating with Us (“Third-Party Content Provider”), We are not liable to any part of the Third-Party Content. Your access to or use of the Third-Party Content is Your conformity to the terms and conditions set forth by Us or the Third-Party Content Provider, including Our or Third-Party Content Provider’s Privacy Policy.

Third-Party Content means any and/or all information and goods and/or services offering, made and/or compiled and/or developed and/or managed by Third-Party Content Provider including but not limited to text or writing, pictures, quotes or excerption, photos, illustrations, animations, videos, sound or music recordings, titles, descriptions and/or any other form of data provided by Third-Party Content Provider to be displayed on the Application, including any link redirected thereto. For the avoidance of doubt, the Content also includes every and/or all information, data, actual news, writings, images, quotes, photos, illustrations, animations, videos, sound recordings, obtained by Third-Party Content Provider from third parties, where the Third-Party Content Provider has the authority to use and distribute the content.

We or other parties cooperating with Us may provide offers or promotions (“Offers”) that are exchangeable for goods, Services or other benefits related to the use of Application. In any event where Offers are provided by other parties cooperate with Us (“Offers Providers”), We are not liable to any part of the Offers. Your access to or use of the Offers is Your conformity to the terms and conditions set forth by Us or the Offers Providers, including Our or Offers Provider’s Privacy Policy.

All information, Offers contained in Application are intended solely to provide You the best experience when using Application or Services. You shall not abuse Offers received during the use of Application or Services.

You agree to utilize the Offers in accordance with the terms, conditions, and purpose of the Offers and will not abuse, duplicate, monetize, transfer, use for commercial purposes or take unfair advantage of the Offers in any form of manner whatsoever.

You understand that Offers are not exchangeable for cash, have a limited validity period and are subject to the conditions that apply to each of the Offers.

## **7. Rates and Fees**

Our Application is free to download. However, We may charge price and/or fees for using certain features on Application in the future.

Services available on the Application are subject to rates that You can find on Application before You order the Service. We may adjust or renew rates from time to time based on certain factors, among other location, time, type of Services and applicable laws. We may also charge price and/or fees of a certain amount as a payment to use Application which may be collected by Us, our affiliates, or Service Provider.

You may pay the Services, Third-Party Content or Offers You ordered by cash or electronic payment methods, provided by independent third parties (“Payment Method Provider”), on Application, including electronic money, loan facility, debit or credit card or other payment methods (“Payment Method”) which may vary from time to time based on our sole discretion.

To enable payment by Payment Method, You have to register officially on the Payment Method Provider you choose and use Your personal payment credentials. If You use other party's registered credentials, You are fully responsible for all licenses required and all losses or disputes arise between You and that other party, either caused by Your, Our, Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider's negligence or omission.

We reserve the right to refuse or postpone Your payment request using the Payment Method for certain reasons, including but not limited to any indication or We have sufficient reasons to suspect any fraud, deceit, violation against Terms of Use, violation against applicable laws including related to payment using cards, electronic money, payment transaction processes, anti-money laundering, corruption and terrorism financing, or any unusual or suspicious behaviour, including any obligation You have yet to fulfil to Us.

Further provisions regarding the applicable rates for certain Services, Third-Party content, Offers and/or Payment Method can be found on the additional Terms of Use of each Service You order and terms and conditions of the Service Provider, Third-Party Content Provider, Offers Provider and/or Payment Method Provider.

## **8. Application Software**

We only provide official Application software on official digital markets, such as Google Play Store or Apple App Store, and for use on mobile phones or tablet devices only. Downloading the Application from platforms other than official digital markets and/or to devices other than mobile phones or tablets is a violation of these Terms of Use and of Our intellectual property rights.

## **9. Intellectual Property**

Application and Services, including but not limited to names, logos, program codes, designs, trademarks, technologies, database, business processes and models, are protected by copyright, trademark, patent and other intellectual property rights available under the laws of Malaysia which registered either on behalf of Us or Our affiliates. We (and our licensors) have all the rights and interests of the Application and Services, including all intellectual property rights related to all features contained therein and related intellectual property rights.

Subject to this Terms of Use, We grant You a limited, non-exclusive, revocable, non-transferable (without the right to sublicense) license to (i) download, access and use the Application, as is, only on the devices in the form of Your personal mobile phone and/or tablet and solely for the purposes of using the Service, and (ii) access or use content, information and related materials available on the Application solely for personal and not for commercial purposes. All rights and privileges that are not expressly granted herein are reserved by Us or Our licensors.

Any duplication, distribution, creation of derivative works, sale or offer to sell, display either in part or in full, and use of the Application and/or Services, either digitally or otherwise or on devices other than mobile phones or tablets, including but not limited to the use of additional applications such as modifiers, emulators, etc., which diverge from this Terms of Use, as well as the intended purposes determined by Us, is a violation of Our intellectual property rights.

You shall not:

- delete any copyright, trademark or other ownership notices contained in the Application or Services;

- copy, modify, adapt, translate, create derivative works from, distribute, license, sell, transfer, display in public either in part or in full, reverse engineer, transmit, move, broadcast, decompile, or disassemble any part of or in other ways to exploit the Application (including software, features and Services therein);
- license, sublicense, sell, resell, remove, transfer, distribute or commercially exploit or make available to other parties the Application and/or software by means of creating internet “link” to the Application or “frame” or “mirror” any software on other servers or wireless or internet-based devices;
- launch automated programs or scripts, including, but not limited to, web spiders, web crawlers, web robots, web ants, web, indexers, bots, viruses or worms, or any program that might create multiple server requests per second, create heavy burdens or impede the operation and/or performance of the Application;
- use site searching or retrieval applications, other manual or automatic devices for scraping, indexing, surveying, data mining, or in any way multiplying or avoiding the navigation structure or presentation of the Application or its contents;
- publish, distribute or reproduce in any way materials that are copyrighted, trademarked or other information We own without prior written consent from Us or the rights owners who license Us the rights; and
- use or unofficially access the Application to (a) damage, weaken or jeopardize any aspect of the Application, Services or related systems and networks, and/or (b) create look-alike competing products or services using ideas, features, functions or graphic similar to Application.

## **10. Your Responsibility**

You are fully responsible for the decisions that You made to use Application, Services, Third-Party Content, Offers or Payment Method. You shall treat the Service Provider, Third-Party Content Provider, Offers Provider, and Payment Method Provider respectfully and shall not engage in unauthorized, threatening or harassing behaviours when using Services, Third-Party Content, Offers or Payment Method.

You are fully responsible for any loss and/or claim arising from the use of the Application, Services, Third-Party Content, Offers or Payment Method using Your Account, either by You or other parties who use Your account, in a manner that is contrary to this Terms and Use, Privacy Policy, including the terms and conditions and privacy policy set forth by the Service Provider, Third-Party Content Provider, Offers Provider and Payment Method Provider, or applicable laws and regulations, including but not limited to the purposes of anti-money laundering, anti-terrorism financing, criminal activities, fraud in any form (including but not limited to phishing and/or social engineering activities), violations of intellectual property rights, and/or other activities that are harmful to the public and/or any other parties or are considered damaging to Our reputation.

## **11. Limitation of Our Responsibility**

We provide Application as is and We do not represent or warrant that the reliability, timeliness, quality, suitability, availability, accuracy, completeness or security of the Application will fulfil Your needs and suffice Your expectations, including but not limited to Services, Third-Party Content, Offers and Payment Method which are fully under the Service Provider, Third-Party Content Provider, Offers Provider and Payment Method Provider’s responsibilities. We shall not responsible for any loss or damage caused by any failure or mistake of the Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider or Your failure or mistake in complying to

Our, Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider's Terms of Use.

Application may experience limitations, delays, and other issues contained in the use of internet and electronic communications, including Your, Service Provider, Third-Party Content Provider, Offers Provider or Payment Service Provider's device is broken, not connected to the internet, out of range, turned off or not functioning. We are not responsible for any delay, failure of delivery, damage or loss arises from such problems.

We do not have any responsibility to oversee Your access or use of the Application. However, We still supervise to ensure smooth uses of the Application and to ascertain compliances with this Terms of Use, applicable laws and regulations, court orders, and/or administrative institutions or other government bodies requirements.

We do not have any responsibility, including to take further actions or legal actions deemed necessary by You, Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider, for any problem or dispute arises between You and the Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider. We will, however, facilitate any problems or disputes arise between You and the Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider with reasonably necessary actions. When We facilitate a resolution of problems or disputes between You and the Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider, We do not act as a mediator and such an action does not cause any further responsibility to Us.

## **12. Troubleshooting**

If You experience a system failure, know or suspect that Your account has been hacked, used or misused by other parties, or if Your personal mobile phone or tablet is lost, stolen, hacked or exposed to a virus, immediately report to Us so We may conduct necessary actions promptly to avoid use, misuse, or loss arises or may arise further.

If You experience troubles or problems related to Services, Third-Party Content, Offers or payment by Payment Method, or Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider's behaviours, You may submit Your complaint through the feature that We provide, including rating and comment, or by contacting Us.

To submit complaints, questions, objections, etc. ("Report"), You need to provide sufficient information, including but not limited to, facts summary, evidence You may have, order number and personal information, such as electronic mail address and registered mobile number.

In response to the report You submit, We will first verify the information You provide and Your personal information stored in Our system. If necessary, We may ask You directly to provide information needed for verification purposes.

We may refuse to respond to Your Report if the information You provided does not match the personal information stored in Our system or if the Report submitted in relation to, toward, on behalf of or by other party that is different than the Account holder officially registered on our system. We may also stop acting upon Your Report if We, at Our sole discretion, consider that Your Report is not supported by sufficient and clear facts or has been resolved. We may also forward Your Report to the Service Provider, Third-Party Content Provider, Offers Provider or Payment Method

Provider to be resolved directly by You and the Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider.

For a particular Report related to the Service, We may, at Our sole discretion, facilitate a forum between You and the Service Provider for the purpose of reaching an amicable settlement. In this case, if You still deem necessary to take further actions, including any legal action, You may do so on Your sole responsibility.

For a particular Report related to the Payment Method, We may refund You by mechanisms determined by Us or together with the Payment Method Provider, at our sole discretion. We will not refund another party that differs with the registered credentials on E Nation Account or Payment Method Provider, including if You use other party's credentials to pay using the Payment Method.

### **13. Temporary Suspension and Permanent Suspension of Your Account**

You may delete the Application from Your mobile phone and/or tablet at any time. We do not have any obligation to you for any matter arises from the time of removal of the Application, temporary suspension and permanent suspension of Your Account. However, You are still responsible for fulfilling Your obligations that have arisen, including but not limited to, any obligations that may arise as a result of disputes, claims, or other existing legal actions, before the date of the removal of the Application, temporary suspension or permanent suspension of Your Account.

Your account may be temporarily suspended or permanently suspended because of, including but not limited to, the following:

- Your Report that Your Account is used or allegedly used or misused by someone else;
- Your Report that Your personal cell phone or tablet is lost, stolen or hacked;
- We know or have sufficient reasons to suspect that Your Account has been transferred or used by someone else;
- We know or with sufficient reasons suspect that things have happened that in Our view have or may harm Us, You, the Service Provider or other parties;
- We know or with sufficient reasons suspect that you have signed-up or logged in to multiple Accounts in one device for the purpose of violating this Terms of Use, Privacy Policy or applicable laws and regulation;
- Our system detects unusual actions from Your Account or obligations under this Terms of Use and/or Privacy Policy that are not fulfilled by You;
- You have passed away, been placed under guardianship or custody or experienced other incapacity that caused You to become legally incapable based on applicable laws and regulations;
- Use of Application or Service by You or another party (who uses Your account) in a manner that is in contrary to this Terms of Use, Privacy Policy or applicable laws and regulations; and/or
- Account suspension orders, whether temporary or permanent, issued by government or monetary institutions are related or based on court orders issued in accordance with applicable laws and regulations.

If Your account is suspended and You have a clear evidence that Your account should not be suspended, You may Report the evidence to Us. After further examining Your Report, We will, at Our sole discretion, determine to end or continue suspending Your account. Suspension will not be continued unreasonably if We decided matters that caused the suspension have been resolved.



#### **14. Actions We Consider Necessary**

If We know or have sufficient reasons to suspect that You have committed immoral acts, violations, crimes or other actions that is in contrary with this Terms of Use and/or applicable law, whether or not referred to in this Terms of Use, then We have the right to and may suspend Your Account, either temporarily or permanently, or stop Your access to Application, including Services, Third-Party Content, Offers and/or Payment Method contained therein, investigate, claim compensation, report to authorized parties and/or conduct other actions that We consider necessary, including criminal and civil law proceedings.

We will conduct investigations and/or facilitate the concerned Service Provider in reporting to the authorized party if We receive Reports of any violations You committed against this Terms of Use or violations to the applicable laws and regulations, with respect to:

- Verbal harassment or violence, including but not limited to, physical, gender, ethnicity, religion and race You conducted toward the Service Provider;
- Physical harassment or violence you conducted toward the Service Provider; and/or
- Sexual harassment or violence, either verbally or physically, you conducted toward the Service Provider.

This provision applies vice-versa when You experience the same violence mentioned above by the Service Provider.

#### **15. Your statement**

You represent and warrant that You are at least 18 (eighteen) years old or are married and are not under guardianship or custody and that You are legally capable and have the right to bind Yourself to this Terms of Use. If You do not meet those conditions but still access or use the Application, Services, Third-Party Content, Offers or Payment Method, You represent and warrant that Your act of signing up, accessing or conducting other activities within the Application have been approved by Your parents, guardians or custodian. You expressly waive any rights under the applicable laws to cancel or revoke any and all consents You provided according to this Terms of Use when You are deemed legally mature.

You agree to access or use the Application, Services, Third-Party Content, Offers and Payment Method solely for the purpose as specified in this Terms of Use and not to abuse or use the Application, Services, Third-Party Content, Offers or Payment Method for fraudulent purposes, causing inconvenience to others, requesting fake orders or other actions that may or may be deemed to cause losses in any form toward other people.

You understand and agree that all risks arising from the use of the Application, Services, Third-Party Content, Offers and Payment Method are entirely Your responsibility and You hereby agree to release Us from any claims regarding damages, interferences or other forms of system disruptions caused by unauthorized access by other parties.

You expressly release Us, including but not limited to Our officials, directors, commissioners, employees, and agents, from any and all obligations, consequences, material or immaterial losses, claims, fees (including advocate fees) or legal responsibilities that arise or may arise due to Your violation of this Terms of Use, or in connection with the Service Provider, Third-Party Content Provider, Offers Provider or Payment Method Provider's behaviours.



Excluded from the foregoing, if there is a direct loss due to Our violation of this Terms of Use, then You agree and expressly limit the amount of Your claim as to the total amount actually incurred or paid in connection to the event.

YOU ACKNOWLEDGE THAT WE ARE A TECHNOLOGY COMPANY, NOT A TRANSPORTATION, LOGISTIC, FINANCIAL AND OTHER COMPANY AND WE DO NOT PROVIDE TRANSPORTATION, LOGISTIC, FINANCIAL AND OTHER SERVICES. ALL TRANSPORTATION, LOGISTIC, FINANCIAL AND OTHER SERVICES ARE PROVIDED BY INDEPENDENT THIRD-PARTIES THAT ARE NOT EMPLOYED BY US.

BY CONTINUING ACCESS OR USE TO THE APPLICATION AND/OR SERVICES, YOU HEREBY AGREE TO SUBJECT TO AND COMPLY WITH ALL OF THIS TERMS OF USE, INCLUDING ALL OF ITS AMENDMENTS AND TERMS OF USE OF EACH SERVICE PROVIDER, THIRD-PARTY CONTENT PROVIDER, OFFERS PROVIDER OR PAYMENT METHOD PROVIDER. IMMEDIATELY STOP TO ACCESS OR USE THE APPLICATION AND/OR SERVICES IF YOU DO NOT AGREE TO ANY PART OF THIS TERMS OF USE.

## **16. Force Majeure**

Our Application may be interrupted by events outside of Our authority or control (“Force Majeure”), including but not limited to natural disasters, electricity disruptions, telecommunications failures, government policies, and other events. You hereby agree to release Us from any demands and responsibilities, if We are not able to facilitate Service, including to fulfil instructions You requested through the Application, either in part or in whole, due to a Force Majeure.

## **17. Miscellaneous**

You fully understand and agree that this Terms of Use constitutes an electronic agreement and Your action of pressing the ‘register’ button when signing-up an Account or the ‘log in’ button when logging-in to Your Account is Your active consent to enter into an agreement with Us that this Terms of Use and Privacy Policy are legally valid and binding and shall continue so long as You use the App or Services.

You shall not sue nor object the validity of this Terms of Use or the Privacy Policy which are made in the electronic form.

You shall not transfer Your rights based on this Terms of Use without Our prior written consent. However, We may transfer Our rights based on this Terms of Use to any party at any time without prior approval from or advance notice to You.

If you do not comply with or violate the provisions of this Terms of Use, and We do not take direct action, it does not mean that We waive Our rights to take necessary actions in the future.

This Terms of Use survives upon the temporary suspension, permanent suspension, deletion of the Application or expiration of this agreement between You and Us.

Unenforceability of any of the conditions herein will not affect the enforceability of other provisions.

We create this Terms of Use in English language. Any discrepancies will be interpreted according to the English language.

This Terms of Use is governed by the laws of Malaysia. Any and all disputes arising from the use of the Application or Services are subject to the exclusive jurisdiction of the Malaysian Courts.

## **18. Contact Us**

You may contact Us by electronic mail to [enquiry@enationsb.com](mailto:enquiry@enationsb.com). All your correspondences will be noted, recorded and stored for Our records.

I have read and understood all of this Terms of Use and its consequences and hereby accept any rights, obligations, and conditions stipulated therein.