

TIFE TECHNOLOGIES SDN BHD Terms of Service

Last Updated: 7 May 2018

TIFE TECHNOLOGIES SDN BHD (Company No.1278244-P) registered in Malaysia (“TIFE”, “we”, “our”, or the “Company”) welcomes you (the “User” or “you”) to our website(s) at <http://www.tife.com.my> and to our downloadable mobile application (the “App”) and related public transportation information services (collectively referred to as the “Service”, as further detailed below).

By entering, connecting to, accessing or using the Service, you acknowledge that you have read and understood the following terms and conditions, including the terms of our Privacy Policy available at http://www.tife.com.my/privacy_policy.pdf (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Service and you acknowledge that these Terms constitute a binding and enforceable legal contract between TIFE and you. These Terms of Service are a legally binding contract between you and TIFE regarding your use of the Service.

If you do not agree to these terms, please do not, connect, access, download, or use the service in any manner.

By acceptance of the Terms, you represent that any and all information you provide us through the Service is true and accurate. The provision of any false or fraudulent information is strictly prohibited.

You further consent to receive communications from us electronically. We may communicate with you a variety of ways, such as by e-mail, in-app push notifications, or by notices and messages on the Site. You may revoke your consent to any individually targeted communications at any time.

1. TIFE Service

***Please note:** The App make use of detailed location and route information, including in the form of GPS signals and other information sent by your mobile device which the service is activated. Certain features of the service cannot be provided without this technology. This is described in further detail in the TIFE Privacy Policy.*

TIFE provides Users with a mobile application platform enabling Users to plan and optimise public transportation trips. This includes providing Users with public transit related information, including live, offline and online map information, line and station views, routing, live arrivals and departures, estimated times of arrival, what is happening around and service alerts. It also includes relevant information from transit agencies in TIFE-supported cities including location of transit stops, name of transit agency, timetable and frequency of transit routes, delivers transit-related alerts and User advisories. TIFE further offers a dedicated platform for contribution of transit related data and information, including real-time and other user generated crowd-sourced data and information, as well as data from other transit related Services, all in order to assist Users to plan and optimise public transportation trips (collectively, the “Public Transit Information”). TIFE also integrates, provides and collaborates with third party providers to provide, additional transit and transit-related services, including on-demand transit services such as ride railing platforms and service providers, public bike-sharing services, car-on-demand rental services and related payment services. As part of the Public Transit Information TIFE also delivers to Users information about such third party transit-related services. TIFE continuously updates its Service with new offerings of new transportation means and transit related services and features, some of which may be experimental and/or offered

in limited locations. Your use of the additional transit and transit-related services, including on-demand transit services is subject to the terms of use of the third parties how provide such services.

Please note: *TIFE collaborates with and provides information on third party transit services providers via the service. Such third party providers are independent from the service and TIFE is in no way responsible for, liable for, nor makes any representations on behalf of, such third party providers. You further acknowledge and agree that TIFE shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with the use of or reliance on any goods, services, content, products or other material available on or through TIFE services.*

2. Accounts

You may, in your discretion, choose to create an account with TIFE via your account with third party social network, such as Facebook or Google (“**User Account**”). Creating a User Account is not necessary for the use of the TIFE Services, except that it might be required in order to enjoy specific features of the TIFE Services.

Creating a User Account will allow you to retrieve (e.g. when downloading the App on a different device) the following information: home address, office address or other favourite destinations, public transportation lines and stations and/or routes you may have saved, data reports provided by you as part of your User Content (as defined below), your in-app settings, your rank and user profile including your nickname and avatar, in-app usage scores (“**points**”) you receive for using the Services (“**User Information**”). By creating an Account via third party social network such as Facebook or Google, you grant TIFE access to your public profile on such third party services. TIFE’s collection and use of your User Information as well as additional information about your travel habits which TIFE may collect, as set forth and subject to the TIFE’s Privacy Policy available at http://www.tife.com.my/privacy_policy.pdf.

You are solely responsible for maintaining the confidentiality of your Account. You agree to accept responsibility for all activities that occur under your Account. You are required to create a password via your social network account (such as Facebook or Google), and if you have reason to believe that your social network account, and/or your TIFE Account is no longer secure, then you must immediately notify us at support@tife.com.my and the relevant service provider.

3. Eligibility

You must be at least twelve (12) years of age to use the Service. By agreeing to these Terms, you represent and warrant to us: (i) that you are at least twelve (12) years of age; and (ii) if the User of the Services is under the age of 13 or is under the age of legal eligibility and capacity in the jurisdiction applicable to such User you hereby confirm that you are the legal guardian of the User and both you and the User have read and agreed to these Terms and approved of the User’s continued use of the Service subject to these Terms; (iii) that you have not previously been suspended or removed from the Service; and (iii) that your use of the Service is in compliance with any and all applicable laws and regulations.

If you are using the Service on behalf of an entity, organisation, or company, you represent and warrant that you have the authority to bind such organisation to these Terms and you agree to be bound by these Terms on behalf of such organisation.

4. User Representations and Undertakings

You represent and warrant at all times throughout your use of the Site and/or App that: (i) you have full authority to agree to these Terms, and there is no restriction, limitation, contractual obligation or statutory obligation which prevents it from fulfilling its obligation under this Agreement; (ii) you are and will continue to be in compliance with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to it and the Service; (iii) your use of the Service has not been previously blocked, suspended or terminated; (iv) you do not authorise a third party to do any of the foregoing; and (v) you will not infringe or violate any of the Terms.

5. Use Restrictions

There are certain conducts, which are strictly prohibited on and/or with respect to the App. Your failure to comply with the provisions set forth below may result (at TIFE's sole discretion) in the termination or suspension of your access to the App and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble the Service (or any part thereof); (ii) use the Service and/or in connection with any spam, unsolicited mail, harassment, wire fraud or similar conduct; (iii) interfere with or violate any other User or other third party's right to privacy or other rights including intellectual property rights, or harvest or collect personally identifiable information about any Users of the Service without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Service, or the servers or networks that host the Service, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Service; (viii) frame or mirror any part of this Site without TIFE's prior express written authorisation; (viii) create a database by systematically downloading and storing all or any of the content from the Service; (ix) impersonate any person or entity or provide false or misleading personal information; (xi) use the Service for any illegal, immoral or unauthorized purpose; (xii) use the Service for non-personal or commercial purposes without TIFE's express prior written consent.

6. User Generated Content

Certain features of the Service may permit Users to post and edit content, nickname, map data, transit related data, text, photos, report data gaps or errors and other types of works (collectively, "**User Content**") and to publish User Content on the Service. Please ensure that when you use the Service, you respect the rights of others including any intellectual property, other proprietary rights and privacy rights of third parties who may have an interest or right in connection with the User Content you upload and/or provide to the TIFE or the Service. TIFE will not bear any liability for any loss, damage, cost, or expense that you may suffer or incur as a result of or in connection with uploading any User Content. Some User Content may only be contributed by you if you have created a User Account.

You hereby further acknowledge and agree that the User Content is non-confidential. You understand and agree that you are solely responsible for your User Content and the consequences of posting or publishing such User Content, on the Service, in any way. You hereby warrant that your User Content is true, current, accurate and complete.

You represent and warrant that you are the rightful owner of the User Content you upload to the Service or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Content and/or the subjects of such User Content (eg. individuals appearing in any photos uploaded by the User, if such subjects' consent is required under applicable laws) and that such User Content does not infringe any third party's intellectual property rights or other rights, including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights.

Please note: *It is the user's sole responsibility to obtain any and all consents required under any applicable laws, regarding the posting of any personal information of others which is part of the user content, including with respect to the uploading of any photos and to adhere to any applicable jurisdiction laws regarding such information.*

Without derogating from the above, you expressly agree that the User Content that you post or upload will not include (i) any spam, unsolicited promotions, advertising, contests or raffles; (ii) content which is unlawful, defamatory, libellous, harassing, offensive, indecent, pornographic, abusive, fraudulent, threatening or vulgar; (iii) content that unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (iv) content that encourages criminal behaviour or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit; or (v) content that might reasonably pose a risk to a person's safety, security or health. The above examples of unlawful and prohibited User Content do not constitute an exhaustive list.

TIFE is under no obligation to edit or control User Content that you or other Users post or publish, and will not be in any way responsible or liable for User Content. Although TIFE has no obligation to screen, edit or monitor any of the User Content, TIFE explicitly reserves the right, at its sole discretion, to remove, edit, or block without giving any prior notice, any User Content available on the Service at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post on the Service at your sole expense.

If notified by a User or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, TIFE does not permit copyright-infringing activities on the Service.

When you upload, post, publish or make available any User Content on the Service, you grant to (i) TIFE an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, fully sub-licensable and worldwide license, to use, reproduce, distribute, transmit, create derivative works of, display, copy, make available to the public and perform that User Content, along with the User Contacts that you submit in connection with such User Content, in connection with the Service, whether through the Internet, mobile devices or otherwise, in any media formats and through any media channels known today and developed in the future; and (ii) each User of the Service has a non-exclusive and royalty-free license to access your User Content through the Service and to use such User Content for personal and non-commercial purposes. TIFE shall not bear any liability for

any use by any third party of the User Content. In addition, you hereby explicitly waive any moral right you may have in and to the User Content and forever waive and agree not to claim or assert any entitlement to any and all moral rights in any of the User Content.

You acknowledge and understand that TIFE may, at its sole discretion, delete or remove any of your User Content made available on the Service. You are solely responsible for the storage of your User Content.

7. Feedback

In the event that User provides TIFE with any suggestions, comments or other feedback relating to Site, Service and/or Public Transit Information (collectively, "**Feedback**"), such Feedback is deemed at the inception the sole and exclusive property of TIFE and User hereby irrevocably assigns to TIFE all of its rights, title and interest in and to all Feedback, if any, and waives any moral rights to it (or anyone on its behalf) may have in such Feedback. Without derogating from the foregoing, User hereby represents and warrants that it shall not provide any Feedback which is subject to any third party rights or any limitations, and, without derogating from the foregoing, shall promptly inform TIFE as soon as it becomes aware of any third party right or limitation which may apply to Feedback already provided.

8. Privacy Policy

TIFE respects your privacy and is committed to protect the information you share with it. Our policy and practices and the type of information collected are described in our Privacy Policy available at http://www.tife.com.my/privacy_policy.pdf. If you intend to connect to, access or use our Services you must first read and agree to the Privacy Policy.

9. Intellectual Property Rights

The Service, the User Content, the design, logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, TIFE's proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Service and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, "**Intellectual Property**"), are owned and/or licensed to TIFE, and are subject to copyright and other applicable intellectual property rights under Malaysian laws, foreign laws and international conventions. You may not copy, distribute, display, execute publicly, make available to the public, emulate, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to TIFE's proprietary rights, including TIFE's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Terms.

All logos and other proprietary identifiers used by TIFE in connection with the Service, ("**TIFE Trademarks**") are all trademarks and/or trade names of TIFE, whether or not registered. All other trademarks, service marks, trade names and logos, which may appear on or with respect to the Service belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to TIFE Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right,

license, or interest shall be asserted by you with respect to TIFE Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of TIFE and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Service, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical or confusingly similar to any of TIFE marks and logos, whether registered or not.

10. Third Party Services

The Service may be linked to and/or through certain third party websites and other third party services (collectively, “**Third Party Services**”). Such Third Party Services are independent from the Service. You hereby acknowledge that TIFE has no control over such Third Party Services, and further acknowledge and agree that TIFE is not responsible for the availability of Third Party Services, and does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third Party Services.

You further acknowledge and agree that TIFE shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third Party Services. Most Third Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third Party Services, their contents and services. We encourage you to read these legal documents carefully before using any such Third Party Services.

11. Third Party Components

The Service may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the Service is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Service and TIFE disclaims all liability related thereto. You acknowledge that TIFE is not the author, owner or licensor of any Third Party Components, and that TIFE makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Service or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

12. Additional TIFE Services

Each User, using the below-mentioned services, shall ensure that it shall have in full force a written agreement (in the form of terms of use, terms of service or otherwise) with its end users governing the relationship between the User and the end user, which contains adequate disclosures and obtains all rights, authority permissions, approvals and informed consents from such ends users, in accordance with applicable law and with TIFE’s Privacy Policy, to permit TIFE to perform its Service including the access, storage, collection analysis, processing, display transfer, and other use, of the end user’s data for the purpose of providing the Service.

TIFE API – may at its sole discretion, offer you a connection to the TIFE Service via an API subject to separate terms and conditions which may be made available from time to time.’

13. Availability

The Service availability and functionality depends on various factors, such as communication networks software, hardware, and TIFE’s service providers and contractors. TIFE does not warrant or guarantee that the Service will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access error-free.

14. Changes to the Service

TIFE reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Service (or any part thereof, including but not limited to the Content) without notice, at any time and at its sole discretion. In addition, you hereby acknowledge that the Content provided under the Service may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that TIFE shall not be liable to you or to any third party for any modification, suspension, or discontinuance of our Service.

15. Disclaimer and Warranties

User acknowledges by agreeing to the terms herein that TIFE (and its affiliates) provide no warranties as to the performance, correctness, functionality or suitability of the Service for any particular purpose. TIFE does not warrant or make any representations regarding the use, the inability to use or operate, or the results of the use of the content available on the service. The Service (and any part thereof), including without limitation any content, data and information related thereto, are provided on an “as is” and “as available” basis, without any warranties of any kind, express or implied, including warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose or use.

TIFE and its affiliates, including any of their officers, directors, shareholders, employees, sub-contractors, agents, parent companies, subsidiaries and other affiliates (collectively, “TIFE”), jointly and severally, disclaim and make no representations or warranties as to the usability, accuracy, quality, availability, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of any content, data, results, or other information obtained or generated in connection with your or any user’s use of the service.

TIFE does not warrant that the operation of the Service is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations. TIFE may, at its sole discretion and without an obligation to do so, correct, modify, amend, enhance, improve and make any other changes to the Service at any time, or discontinue displaying or providing any content or features without any notice to you.

You agree and acknowledge that the use of the Service, including use of and/or reliance on any content available through the Service, is entirely, or otherwise to the maximum extent permitted by applicable law, at your own risk.

16. Limitation of Liability

In no event shall TIFE and/or any of the TIFE affiliates be liable for any damages whatsoever, including direct, indirect, special, incidental or consequential damages of any kind, resulting from or arising out of the Service, use or inability to use the service, failure of the Service to perform as represented or expected, loss of goodwill, data or profits, the performance or failure to perform

under these terms, and any other act or omission or by any other cause whatsoever, including without limitation damages arising from the conduct of any users and/or third party services.

No action may be brought by you for any breach of these terms more than **One (1) year** after the accrual of such cause of action.

Such limitations, exclusions and disclaimers shall apply to all claims for damages, whether based in an action of contract, warranty, strict liability, negligence, tort, or otherwise. You hereby acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for TIFE's services to you, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy, and even if TIFE and/or any TIFE affiliates have been advised of the possibility of such liabilities and/or damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction and in no event shall TIFE's cumulative liability to you exceed amounts paid to TIFE for use of the service. If you have not made any payments to TIFE for the use of the Service, then TIFE shall not have any liability towards you.

17. Indemnification

You agree to defend, indemnify and hold harmless TIFE and any TIFE Affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the Service (or any part thereof); (ii) breach of any term of these Terms by you; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Service; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the Service or provision of information to the Service (including but not limited to obtaining consents from the requisite parties); and (v) your violation of any applicable law or regulation.

18. Amendment of Terms

TIFE may change the Terms from time to time, at its sole discretion and without any notice, including the Privacy Policy at: http://www.tife.com.my/privacy_policy.pdf. Substantial changes of these Terms will be first notified on the Service regarding such changes to the email address that is registered under your Account. Such substantial changes will take effect **Seven (7) days** after such notice was provided. Otherwise, all other changes to these Terms are effective as of **Twenty-one (21) days** as of the date stated as "Last Updated", and your continued use of the Service after the Last Updated date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

19. Termination of Service

At any time, TIFE may block your access to our Service and/or temporarily or permanently limit, suspend or terminate your access to the Service, for any reason, at its sole discretion, in addition to any other remedies that may be available to TIFE under any applicable law. Such actions by TIFE may be taken if TIFE deems that you have breached any of these Terms in any manner.

Additionally, TIFE may at any time, at its sole discretion, cease the operation of our Service or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that TIFE does not assume any responsibility with respect to, or in connection with the

termination of our Service's operation and loss of any data. The following provisions shall survive the termination or expiration of the Terms: Clause 4 (User Representations and Undertakings); Clause 5 (Use Restrictions); Clause 6 (User Generated Content); Clause 7 (Feedback); Clause 8 (Privacy Policy); Clause 9 (Intellectual Property Right); Clause 10 (Third Party Services); Clause 11 (Third Party Components); Clause 15 (Disclaimer and Warranties); Clause 16 (Limitation of Liability); Clause 17 (Indemnification); Clause 19 (Termination of Service); and Clause 20 (General).

20. General

These Terms do not, and shall not be construed to create any partnership, joint venture, employer employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to the Service or use of the Service will be governed by and interpreted in accordance with the laws of Malaysia, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Site and/or the Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Malaysia. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without TIFE's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and TIFE relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and TIFE. Notices to you may be made via email or regular mail. Our Service may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

21. Contact

If you have any questions (or comments) concerning the Terms or the Service, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe: support@tife.com.my.

By contacting us, you represent that you are free to do so and that you will not knowingly provide TIFE with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to TIFE, and TIFE may use or refrain from using any such information at its sole discretion.

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