

iFLEET TERMS OF SERVICE

PLEASE READ THE TERMS AND CONDITIONS HEREINAFTER CAREFULLY. YOU SHOULD NOT REGISTER FOR THE iFLEET SERVICES OR YOU SHOULD IMMEDIATELY CEASE YOUR USE OF THE SERVICES IF YOU DISAGREE WITH ANY OF THESE TERMS AND CONDITIONS. BY REGISTERING AND/OR USING THE iFLEET SERVICES, YOU HAVE OR ARE DEEMED TO HAVE AGREED TO BE GOVERNED BY THE PROVISIONS HEREIN.

Introduction

The iFleet services are provided by DIGI TELECOMMUNICATIONS SDN BHD [201283-M] (“Digi”). The terms and conditions hereinafter together with our Privacy Notice and other applicable provisions in or linked to this website (collectively “**Terms of Service**”) shall govern your use of the Services at all times. For the purposes of these Terms of Service, “**Customer**” or “**you**” (and derivatives or variants of the term) when used herein refers to the party contracting with Digi for the Services and shall, where applicable or the context so demands, include the directors, officers, employees, contractors and agents of such party.

Digi reserves the right to amend, modify, add or remove any provisions under these Terms of Service at any time as we deem necessary with or without prior notice to you. You are responsible to regularly check these Terms of Service for any changes. All changes shall become effective immediately upon upload onto the website by us. Your continued use of the Services shall constitute your acceptance of the Terms of Service as amended from time to time.

1. Services

The term “**Services**” refers to the iFleet telematics, fleet tracking and management services and support which Digi has agreed to provide to you. Where the context so admits, Services includes the tracker devices which comprise of the positioning and communications equipment to track the vehicle and the SIM card (“**Devices**”), together with the monitoring platform, associated applications, all hardware and software supplied in connection with the Services and any other related products, add-ons, services and support (collectively, “**ancillaries**”) which may be requested by you and agreed between us from time to time.

As long as you abide by the Terms of Service, Digi grants to you a non-transferable and non-exclusive limited right to access and use the Services.

2. Use of the Services

- 2.1 You agree to the following at all times in connection with your use of the Services and/or in relation to the operation of any of your accounts with us:--
- a. You will use the Services for valid, intended and legal purposes only;
 - b. You will not tamper with, misuse, reverse engineer or damage the Devices forming part of the Services;

- c. You will allow us and our agents to access your premises and vehicles at reasonable times to install, inspect, test, adjust, repair, replace and/or uninstall the Devices forming part of the Services;
- d. You will not do anything which interferes with or interrupts the proper operation of the Services;
- e. You will not use the Services in any way which undermines or infringes on our rights or the rights of a third party;
- f. You will be responsible and accountable for all parties who have access to your vehicles where the Devices are installed and agree to keep us fully indemnified against any claims or liabilities arising from any default, acts and/or omissions by any of them;
- g. You will take all reasonable steps to ensure that others do not gain unauthorised access to your Services account. Your account identification, password, computer setup and relevant servers and systems in connection with the Services shall at all times remain secure and protected with anti-virus software, firewalls and other measures as necessary; and
- h. You will not use or attempt to use the Services in any way or for any purpose other than as intended or offered by Digi.

3. Payments

- 3.1 The fees and charges quoted for the Services are exclusive of taxes, duties, levies or other imposts (“**Taxes**”) which may be due. You undertake to pay to us in a timely manner and be responsible for all charges, fees, Taxes and other payments whatsoever and whensoever incurred in connection with the Services, including without limitation installation fees in advance, deposits, recurring fees, charges/fees, un-installation as may be applicable for any termination, re-activation or vehicle recovery in connection with the Services, GST, stamp duty, and any increases in such fees, charges and Taxes from time to time.
- 3.2 Invoices will be issued to you via email on a monthly basis unless otherwise agreed. The payment term is 30 days from the date of invoice. We will be entitled to charge you interest for all late payments at the rate of 10% per annum. You undertake to pay us on time and agree that we shall also be entitled to suspend the Services with or without notice in the event of an overdue account. We may additionally take all other legal action as we deem necessary against you. If the Services are suspended because of your overdue account or for any breach on your part, Digi shall in no event be held accountable or responsible for any losses or damages whatsoever that may arise or which you may suffer.

4. Term, Suspension and Termination

- 4.1 You agree to a fixed initial term of your subscription as set out in the Service Registration Form. If you terminate or discontinue the Services prior to the expiry of the fixed initial term, you agree to pay to us half of the total fees due to us for the balance unexpired period as pre-agreed liquidated damages.
- 4.2 Your subscription will automatically renew on a month-by-month basis upon expiry of the fixed initial term. After expiry of the fixed initial term, the Services may be terminated by either of us at any time by issuance of a 30 days’ written notice in advance.

- 4.3 You agree that we may, with or without prior notice at our reasonable discretion, suspend or terminate your access to or use of the Services for causes including but not limited to the following: (i) your violation or breach of any of these Terms of Service; (ii) your failure to pay fees or other charges due for the Services; (iii) a request by any governmental or law enforcement body; (iv) unexpected technical, network or other related issues; (v) maintenance of any systems or platforms related to the Services with notice; and/or (vi) material modifications to or discontinuation of the Services or any of its specific service or feature.
- 4.4 Upon cessation or termination of the Services for whatsoever reason, all monies owing to us shall become immediately due and payable whether demanded or not. We shall be entitled to offset any amounts owing to us by you against any deposits, advances or other sums held by us on your behalf. You will allow us access to your premises and vehicles within a reasonable period to uninstall and/or retrieve the Devices, and will remove all software related to the Services from your computers and systems and shall provide us a written confirmation, if so required. In the event that you refuse or delay access to your vehicles for the purpose of uninstalling and/or retrieval of the Devices and ancillaries, we shall be entitled to impose charges, invoice you for the cost of the Devices and ancillaries, and/or continue to levy monthly fees for the Services.

5. Repairs & Product Warranty

- 5.1 Risk in the Devices shall pass to you as soon as the Devices have been installed in the vehicles, but Digi shall at all times remain the owner of the Devices and all ancillaries supplied in connection with the Services unless expressly agreed otherwise between us.
- 5.2 You will return the Devices to us in good working order and condition upon demand or on termination or cessation of our Services for whatsoever reason; failing which the replacement cost of the Devices shall be chargeable to you and we may forfeit any deposits in your account, offset any sums which we may be holding on your behalf, and/or take such other action against you, including legal proceedings, as we may deem necessary. You shall be liable for any legal fees and other expenses incurred by us for recovery of payments due from you.
- 5.3 This product warranty does not and will not apply to defects, errors, losses or faults whatsoever in the Devices arising from willful default, negligence, acts or omissions by any person or party, or causes beyond any party's control, including without limitation damage from accidents, stolen vehicle, misuse, tampering by unauthorised parties, impact or force, liquid spillage or immersion, exposure to corrosive substances, incorrect voltage, damage caused by vermins or insects or other foreign objects, excessive heat or fire, lightning, flood, or other force majeure causes. You agree to be liable and shall bear the replacement cost and expenses of any Device(s) which is determined to be beyond the product warranty.
- 5.4 We will either, at our option, repair the Devices for you at our cost, or replace the Devices with a new or refurbished unit without charges in the event that the Devices are determined to be faulty on account of manufacturer's or inherent defects provided that such defect was not contributed to in any way by you. Any determination for the purposes of the product warranty shall be at Digi's sole and absolute assessment.

- 5.5 We are under no obligation whatsoever to repair or replace any Devices for you if your account or any sums owing to us is overdue.
- 5.6 Until and unless expressly waived in writing by us at our sole and absolute discretion, your payment obligations for all monthly fees and other charges shall continue notwithstanding that any Device is not in working order, or requires repairs or replacement.
- 5.7 Save and except with our express prior agreement in writing, we will not be obligated or liable to service any Device outside of Malaysia, or replace consumables such as batteries, accessories, cables or any lost/missing parts. If, upon due inspection we were to determine that the allegedly faulty Device is in fact free of the alleged defect or fault, you agree to reimburse to us the costs and expenses incurred in servicing you.

6. Disclaimer

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT ANY DEVICE, HARDWARE, SOFTWARE, CONNECTIVITY OR FEATURE OF THE SERVICES SHALL BE ACCURATE, UP-TO-DATE, ERROR-FREE OR RELIABLE AT ALL TIMES. YOU ACCEPT THAT WE DO NOT REPRESENT OR WARRANT THAT THE DEVICES WILL BE DEFECT FREE, OR THAT THE SERVICES WILL BE UNINTERRUPTED AND AVAILABLE AT ALL OR ANY PARTICULAR TIME OR LOCATION, OR THAT YOUR USE OF THE SERVICES WILL PRODUCE CERTAIN SPECIFIC RESULTS. YOU ARE AWARE AND ACKNOWLEDGE THAT THE SERVICES RELY ON THIRD PARTY TECHNOLOGIES AND FACILITIES INCLUDING SATELLITE TRACKING THAT ARE NOT WITHIN OUR CONTROL. YOU ARE ALSO AWARE OF THE LIMITATIONS AND CHARACTERISTICS OF DIGITAL AND WIRELESS NETWORKS AND THAT DATA MAY BE CORRUPTED, DIVERTED, DELAYED OR LOST DESPITE SECURITY AND OTHER MEASURES TAKEN BY US. YOU AGREE NOT TO HOLD US LIABLE FOR ANY SUCH INCIDENTS OR PERFORMANCE/OPERATIONS FAILURES.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND WILL ASSUME TOTAL RESPONSIBILITY THEREFOR. YOU WILL RELY ON YOUR OWN REVIEW AND EVALUATION OF THE SERVICES TO ASSESS ITS RELIABILITY AND/OR SUITABILITY FOR YOUR PARTICULAR PURPOSE. YOUR SOLE REMEDY AGAINST US IN THE EVENT OF DISSATISFACTION IS TO CEASE USING THE SERVICES.

7. Limitation of liability

- 7.1 Digi, its subsidiary, related and affiliated companies, directors, officers, employees and agents, will not be held liable to you or any third party for any loss or damages whatsoever, whether direct, indirect, consequential, punitive, exemplary or incidental arising out of your access to or use of the Services, the quality or operation of the Services or its failure to operate. This shall include without limitation, loss of profits or data, damage to or loss of property, injury to person and death. Your acceptance of this limitation is an essential term of use of the Services and you acknowledge that we would not have otherwise agreed to provide the Services to you without your agreement to this term.
- 7.2 If, notwithstanding the foregoing, we are held liable by a competent body for whatsoever reason, you agree that our total liability to you for any damages or loss in connection with the Services

shall in no event exceed a sum representing the total subscription or monthly fee paid by you to us for the Services in the last immediate preceding three (3) months prior to the dispute. You agree that if any part of this clause is deemed inapplicable for any reason, all other parts or provisions hereof will continue to apply to their fullest intent and extent possible.

8. Indemnity

You agree to indemnify Digi, its subsidiaries, affiliates, directors, officers and employees to the fullest extent possible, from and against any and all liabilities, costs, demands or claims whatsoever on a full indemnity basis, which may be made by any third party arising in any way from or in connection with your default, negligence, act or omission or misuse of the Services, or which we may suffer as a result of a breach by you or any of your employees or any party deriving under you of any of the Terms of Service.

9. Intellectual Property Rights

- 9.1 You should assume that all Devices and ancillaries in connection with the Services, and all graphics, text, photographs, artwork, logos, user interfaces, sounds, music, computer code and other materials in this website including but not limited to our logos, the design, “look and feel”, expression and arrangement of the content of this website, is owned, controlled by or licensed to Digi, and/or protected by copyright, trademark or other intellectual property rights. Save as expressly provided in the Terms of Service, no license is granted to you by implication, estoppel or otherwise and you may not use, copy, reproduce, transmit or distribute any component of our intellectual property rights without our prior written consent.
- 9.2 You shall not use any trademarks and service marks (whether registered or at common law), trade names, business names, logos, symbols and internet domain names (collectively “**Marks**”) belonging to us without our prior written approval in each instance.
- 9.3 We reserve the right to reference you as a customer or user of the Service and you hereby expressly authorise and grant to us a non-exclusive, non-transferable, royalty-free licence to use your Marks for this limited purpose.

10. Personal Data Protection Obligations

- 10.1 Digi and the Customer shall at all times comply with the provisions of the Personal Data Protection Act 2010 in dealing with any personal data in connection with the Services. You agree that any personal data that you may provide to us in connection with the Services will be true and accurate and shall be kept up-to-date at all times.
- 10.2 Where you have provided us with personal data of any third party for the purposes of the Services, you undertake and warrant that you have all necessary consents from such parties and shall continue to maintain such consents as required. You agree that by registering an account with us and/or using our Services, you have authorised and consented to the personal data being disclosed to and/or processed by third parties identified by us for the purposes of providing the Services to you.

11. Privacy Notice

Our Privacy Notice may be viewed and accessed [here](#). The Privacy Notice is incorporated into these Terms of Service by this reference. You agree and accept that the Privacy Notice and our privacy policy forms an essential and integral part of these Terms of Service and binds your use of the Services. You consent to our use of personal data in accordance with the terms of our Privacy Notice and all prevailing policies. You accept that we may be required to revise our Privacy Notice and/or policy from time to time. All revisions will be promptly notified through our websites. Your continued use of our Services shall mean that you have agreed and consented to our Privacy Notice and policy as revised.

12. Miscellaneous

- 12.1 If any provision of these Terms of Service is found to be invalid, void or unenforceable under any applicable law, such provision shall be excluded or deemed deleted to the limited extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Service. The remaining provisions herein shall not be affected and shall continue to apply to the fullest extent.
- 12.2 Our failure to enforce or insist on strict performance of any of these Terms of Service shall not be construed as a waiver of any provision or right herein unless such waiver is made in writing, nor shall any course of conduct between us or any other party be deemed to modify any provision of these Terms of Service.
- 12.3 These Terms of Service may not be construed or interpreted to confer any rights or remedies on any third parties.
- 12.4 In the event of a dispute between the English and non-English versions of these Terms of Service (if any), the English version shall be the prevailing and governing version.
- 12.5 These Terms of Service shall be binding on your successors-in-title and permitted assigns.
- 12.6 Digi is allowed to assign, transfer, subcontract and/or novate its rights or obligations under these Terms of Service as it deems fit or necessary. You are however not allowed to assign, transfer, subcontract or novate any of your rights or obligations under these Terms of Service without our prior written consent.
- 12.7 You are responsible for any stamp duty which may be payable on this agreement.
- 12.8 These Terms of Service are governed by the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.

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