

Term and Condition for all Drivers

The terms and conditions stated herein (collectively, the “Terms and Conditions” or this “Agreement”) constitute a legal agreement between you and **Big Blue App Sdn Bhd (1161769-W)** (the “Company”).

In order for you to use the Mobile Application as provided by the Company, you must first agree to the Terms and Conditions as hereinbelow. The following terms govern the access or use of the services by you, an individual, within Malaysia.

Furthermore, by having the mobile application downloaded, installed and use for the purpose of enabling a person to seek for transportation services to certain destinations to be matched with Taxi operators (collectively, the “Service”), you hereby expressly acknowledge and agree to be bound by the Terms and Conditions, and any future amendments and additions to this Terms and Conditions as published from time to time at **bigblue.my** or through the Application.

The Company offers information and a method for transportation providers, drivers and Taxi operators to schedule, obtain and establish contact with Passengers or Customers, but does not intend to provide transportation services or act in any way as a taxi operator, transportation carrier or provider, and has no responsibility or liability for any transportation services provided to Passengers or Customers by you.

The Company reserves the right to modify, vary or change the terms and conditions of this Agreement or its policies relating to the Service from time to time. Such modifications, variations or changes to the Terms and Conditions policies relating to the Service provided shall be effective upon the posting of an updated version at **bigblue.my** or popup at the application used. You agree that it shall be your responsibility to review this Terms and Conditions regularly whereupon the continued use of the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes.

This software does not engage with the transportation provider. The sole purpose of this Application is to connect Drivers and passengers for the purpose transportation services.

You are not allow to promote competitors’ applications, suggesting any other form of discounts, or haggling the Passengers or Customers. Any breach hereof constitutes a serious offence and the Company reserves the right to take such action as may be provided under the laws against you, in the event you misuse the Service provided other than for the purpose for which it is intended to be used.

Representation and Warranties

By using the Service, you expressly agreed that you are legally entitled to accept and agree to the Terms and Conditions and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship. By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms and Conditions. You further confirm that all the information which you provide shall be true and accurate. Your use of the Service is for your own sole, personal use. You shall undertake not to authorize others to use your identity or user status, and you shall not assign or otherwise transfer your user account

to any other person or entity. When using the Service you shall agree to comply with all applicable laws whether in your home nation or elsewhere

It is your duty to ensure that you download the correct Software for your device. The Company is not liable if the software is not compatible with your device if ever you use the application on an unauthorized device for any other purpose apart from the intended purpose the application is made.

By using the Service, you represent, warrant, undertake and agree that:

- You possess a valid driving license and are authorized to operate a motor vehicle and have complied with all the requirement set forth by the government and its agencies;
- You have legal right and authority to operate, the vehicle which you intend to use when accepting passengers or customers, and such vehicle is in good operating condition and meets the industry safety standards for vehicles of its kind;
- You have a valid policy of liability insurance (in industry-standard coverage amounts) for the operation of your motor vehicle/passenger vehicle and/or business insurance to cover any anticipated losses related to the operation of a taxi/passenger delivery service;
- You shall be solely responsible for any of your own action and all claims, judgments and liabilities resulting in any accident, loss or damage including, but not limited to personal injuries, death, total loss and property damages which is due to or is alleged to be a result of the motor/passenger vehicle and/or taxi/passenger delivery service howsoever operated;
- You will only use the Service for lawful purposes and the services it intended to provide and will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
- You will not use the Application and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings,
- You shall not contact the Third Party Transportation Provider for purposes other than the Service;
- You will not impair the proper operation of the network;
- You will not try to harm the Service, Application and/or the Software in any way whatsoever;
- You will not copy, or distribute the Software or other content without written permission from the Company;
- You will only use the Software and/or the Application for your own use and will not resell it to a third party;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;
- You will provide us with whatever proof of identity we may reasonably request or require;
- You agree to provide accurate, updated and complete information as required by the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You agree that the Company may rely on your information as it is accurate, updated and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right to

terminate this Agreement and your use of the Service at any time with or without notice;

- You will only use an access point or data account (AP) which you are authorized to use;
- You shall not employ any means to defraud the Company or enrich yourself, through any means, whether fraudulent or otherwise, whether or not through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing passengers;
- You are aware that when responding to Passengers' or Customers' requests for transportation services, standard telecommunication charges will apply and which shall be solely borne by you;
- You shall not impair or circumvent the proper operation of the network which the Service operates on;
- You agree that the Service is provided on a reasonable effort basis; and
- You agree that your use of the Service will be subject to the Company's Privacy Policy as may be amended from time to time. Furthermore you will abide with the law of the jurisdiction in which you resides.

Fees Payment and the non-refundable policy

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

Payment by Passenger

The Passenger or Customer may choose to pay for the Service provided by way of cash and where available by credit or debit card or token rewards. In the event that the Passenger or Customer chooses to pay for the Service by card, all payments due to you, including tips (where applicable), for the Service will be channelled to you in the agreed quantum. Any complaints by the Passenger or Customer regarding the Service provided by you shall be taken up by them against you directly.

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

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

Taxes

It should be noted that you shall incur the cost of any taxes imposed by the government of the jurisdiction either by way of statute or bylaw and shall agree to facilitate with the relevant authorities whenever there is a dispute.

Intellectual Property

As between you and the Company you acknowledge that the Company shall retain all rights, title, and interest in and all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the services, the software and application programming interfaces (APIs) comprising the Services, and all content therein its logo, and the "Lights" design, as well as certain other trademarks, service marks, graphics, and logos, are the registered trademarks or trademarks of the Company. The services may also contain third-party trademarks, service marks, graphics, and logos. The Services are owned and/or licensed by the Company.

Confidentiality

The Parties acknowledge that any oral or written information exchanged among them with respect to T&C is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances:

- (a) Such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party);
- (b) Information disclosed as required by applicable laws or rules or regulations; or
- (c) Information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of T&C. This Section shall survive the termination of T&C for any reason.

Privacy Terms

You agree and consent to have the company use and process your personal Data for the purpose of this Application.

Termination

You may terminate your account, access to the services we provided by the Company by submitting the request to the Company.

You agree that the Company may without prior notice, immediately terminate, limit your access to or suspend your account. Cause for such termination, limitation to such access or suspension shall include, but not limited to, (a) breaches or violation of the term and condition or any other incorporated agreements or guidelines (B) requests by law enforcement or government agencies, (C) unexpected technical or security issues or problems, (d) engagement by you in fraudulent or illegal activities and or (f) non-payment of any fees owed by you in connection to the services provided.

Further, you agree that all termination, limitation of access and suspensions for cause shall be made of the sole discretion of the company and that the company shall not be liable to you or any third party for any termination of your account.

Termination of your account includes any of the following (a) removal of access to all or part of the services (b) deletion of your password and all related information, content, files which associated within the services and (C) barring you from using the application

Limited liability

Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this agreement, regardless of any notice of the possibility of such damages. Notwithstanding the foregoing, nothing in this paragraph is intended to limit or restrict the indemnification rights or obligations of any party this term and condition

General

The company will not be responsible for the inherent delays of the internet towards the application used.

Furthermore, this Agreement shall be governed by **Malaysia Law**, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or cause of action arising out in connection with the terms and condition and any other contractual agreement between the Company and you.

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Terms and Condition for Passengers

The terms and conditions stated herein (collectively, the “Terms and Conditions” or this “Agreement”) constitute a legal agreement between you and **Big Blue App Sdn Bhd (1161769-W)** (the “Company”).

These Terms and Conditions govern your access and use of the mobile Application provided by the Company. Please read these Terms and Conditions carefully, and contact us if you have any question. These terms of use set forth your rights and obligations with respect to your use of the application.

Furthermore, by having the mobile application downloaded, installed and use for the purpose of enabling a person to seek for Taxi services to certain destinations to be matched with Taxi operators (collectively, the "Service"), you hereby expressly acknowledge and agree to be bound by the Terms and Conditions, and any future amendments, additions or changes made to this Terms and Conditions is to be published from time to time at **bigblue.my** or through the Application.

The Company offers information of Taxi providers, Taxi drivers and Taxi operators so that one is able to schedule, obtain and establish contact with the Passengers or Customers. **The application does not intend to provide transportation services or act in any way as a taxi operator, transportation carrier or provider. Moreover the company has no responsibility or liability for any transportation services provided to Passengers or Customers by you.**

The Company reserves the right to modify, vary or change the terms and conditions of this Agreement or its policies relating to the Service from time to time. Such modifications, variations or changes to the Terms and Conditions policies relating to the Service provided shall be effective upon the posting of an updated version at bigblue.my or popup at the application used. You agree that it shall be your responsibility to review T&C regularly whereupon the continued use of the Service after any such changes, whether or not reviewed by you, constitutes acceptance of the Terms and Conditions.

This software does not engage with the transportation provider.

The sole purpose of this Application is to connect Taxi drivers and passengers or customers for the purpose of providing transportation services.

By using the service provided, you will adhere to the following:

- You will only use the service lawfully and also to use the services it intended to be;
- You will not use the Application and/or the Software for any other purpose apart from what it intended to be such as to cause nuisance, annoyance, inconvenience, make fake bookings, or even sending or storing any unlawful material for fraudulent purpose.;
- You will not impair the proper operation of the network;
- You shall not intentionally or unintentionally cause or attempt to cause damage to the third party transportation provider;
- You will not copy, or distribute the Software or other content without written permission from the Company;
- You will only use the Software and/or the Application for your own use and will not resell it to a third party;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;

- You will provide the Company with proof of identity as it may reasonably request or require;
- You acknowledge and agree that only one (1) account can be registered on one device;
- You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement. You agree that the Company may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;
- You will only use an access point or data account which you are authorized to use;
- You are aware that when requesting transportation services by SMS or use of the Service, standard telecommunication charges will apply;
- You shall not impair or circumvent the proper operation of the network which the Service operates on;
- You agree that the Service is provided on a reasonable effort basis; and
- You agree that your use of the Service will be subject to the Company's Privacy Policy as may be amended from time to time.

Payment

You may choose to pay for the Taxi services rendered to you either by cash or where available, by credit card, debit card, or token rewards, or any other method made available in the application.

Tax

You agree that this Agreement shall be subject to all prevailing statutory taxes such as Taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time. It should further note that you further agree to use your best effort to do everything necessary to assist the authorities in any tax issue, whether it be rebate, set off, and tax credit input or any other taxes in connection with this agreement.

Rating

The company or the third service rating provider have the right to rate you as the user of the service when you use the service. The rating will be based on, but not limited, to the User's conduct before, during or after the ride has been completed.

Every rating will be automatically logged onto the Company's system and you agree that the Company may analyse all ratings received and reserves the discretion to take all appropriate actions including suspending your use of the Service without any notice to you.

Repair or Cleaning Fees

You shall be responsible for the cost of repair for any damage to or necessary cleaning of the third party service provider's taxi as a result of your misuse of the Service or in breach of the Terms of Use herein. The Company reserves the right to facilitate payment for reasonable cost of such repair or cleaning on behalf of the third party service provider via your designated

payment method or demand from you in cash, in the event a request for repair or cleaning request by the third party service provider has been verified by the Company

Confidentiality

The Parties acknowledge that any oral or written information exchanged among them with respect to T&C is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances:

(a) Such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party);

(b) Information disclosed as required by applicable laws or rules or regulations of any stock exchange; or

(c) Information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of T&C. This Section shall survive the termination of T&C for any reason.

Privacy Terms

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Notice

The Company may give notice by means of a general notice on the Application, electronic mail to your email address in the records of the Company, or by written communication sent by registered mail or pre-paid post to your address in the record of the Company. Such notice shall be deemed to have been given upon the expiration of 36 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to the Company (such notice shall be deemed given when received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the Application.

Intellectual Property

As between you and the Company you acknowledge that the Company retains all rights, title, and interest in and all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the services, the software and application programming interfaces (APIs) comprising the Services, and all content therein, the Company its logo, and the "Lights" design, as well as certain other the Company trademarks, service marks, graphics, and logos, are the registered trademarks or trademarks of the Company. The services may also contain third-party trademarks, service marks, graphics, and logos. The Services are owned and/or licensed by the Company.

Termination

You may terminate your account, access to the services we provided by the company by submitting the request to the Company.

You agree that the Company may without prior notice, immediately terminate, limit your access to or suspend your account. Cause for such termination, limitation to such access or suspension shall include, but not limited to, (a) breaches or violation of the term and condition or any other incorporated agreements or guidelines (B) requests by law enforcement or government agencies, (C) unexpected technical or security issues or problems, (d) engagement by you in fraudulent or illegal activities and or (f) non-payment of any fees owed by you in connection to the services provided.

Further, you agree that all termination, limitation of access and suspensions for cause shall be made of the sole discretion of the company and that the company shall not be liable to you or any third party for any termination of your account.

Termination of your account includes any of the following (a) removal of access to all or part of the services (b) deletion of your password and all related information, content, files which associated within the services and (C) barring you from using the application

Limited liability

Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this agreement, regardless of any notice of the possibility of such damages. Notwithstanding the foregoing, nothing in this paragraph is intended to limit or restrict the indemnification rights or obligations of any party this Term and Conditions.

General

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Furthermore, this Agreement shall be governed by **Malaysia Law**, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or cause of action arising out in connection with the terms and condition and any other contractual agreement between the Company and you.

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