

## **GENERAL TERMS & CONDITIONS OF SERVICE**

### **1. Introduction**

1.1. By using the Service (as defined), you agree that you have read and understood the terms in these General Terms & Conditions of Services which are applicable to you. This General Terms & Conditions of Service constitutes a legally binding agreement (“Agreement”) between you and UPSIZZE (as defined). The Agreement applies to your use of the Service (as defined) provided by UPSIZZE. If you do not agree to the General Terms & Conditions of Service, please do not use or continue using the Application or the Service.

1.2. UPSIZZE may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on <http://www.UPSIZZE.com> or its related subdomains or the Application. It is your responsibility to review the General Terms & Conditions of Service regularly. Your continued use of the Service after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

1.3. UPSIZZE is a services/solutions platform provided by Harvestnet Sdn Bhd as a technology solutions company. Consumers can view and book Solutions provided by any partners or providers. UPSIZZE’s role is to match the user with the relevant partner or provider that has hosted their Solutions on UPSIZZE platform. UPSIZZE is not responsible for any acts and/or omissions of any partners or information residing in our platform. The partners or providers are not our agent nor staff of Harvestnet Sdn Bhd.

### **2. Definitions**

In these General Terms & Conditions of Service, the following words shall have the meanings ascribed below:

2.1. “**Application**” means the relevant WebApp(s) made available by UPSIZZE (or its licensors) to Consumers and Partners respectively;

2.2. “**Consumer**” or “**User**” means any end-user who accesses or uses the Platform to search for and obtain the Services and/or Solutions;

2.3. “**Partner**” means the independent third parties (who are not UPSIZZE) who provide the relevant Solutions to Consumers through the platform, including (a) transfer, (b) tours, (c) rooms, (d) ticketing, and (e) any other relevant goods and services providers;

2.4. “**Personal Data**” is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and credit card details, personal interests, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, religion, health information, vehicle and insurance information;

2.5. **“Platform”** means the Application, Software and any other platform, portal or website which UPSIZZE owns, operates or otherwise makes available to Consumers and/or Partners for the purposes of or in connection with the Service and/or Product;

2.6. **“Service”** means the linking of Consumers to Partners or other Consumers through the Application, Platform and/or Software;

2.7. **“Software”** means any software associated with the Application which is supplied made available for download and installation by UPSIZZE;

2.8. **“Solutions”** means the transportation, tours, ticketing, rooms and/or other products and services which are made available to Consumers through UPSIZZE;

2.9. **“You”** refers to the Partner and/or Consumer as may be applicable;

### **3. Representations, Warranties and Undertakings**

3.1. By using the Service and/or Platform, you represent, warrant and undertake that:

3.1.1. You have legal capacity to enter into the Agreement and agrees to General Terms & Conditions of Services that our Partner or Provider may require of you when you obtain their Solutions;

3.1.2. You will provide true, accurate, not misleading, 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 true, accurate, not misleading, current and complete at all times during the term of the Agreement. You agree that UPSIZZE may rely on your information as true, accurate, not misleading, current and complete. You acknowledge that if your information is untrue, inaccurate, misleading, not current or incomplete in any respect, UPSIZZE has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

3.1.3. You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;

3.1.4. You will only use the Application, Platform and Service for their intended and lawful purposes;

3.1.5. You will keep your account password or any identification we provide you which allows access to the Service secure and confidential;

3.1.6. You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;

3.1.7. When using the Service/Platform, you agree to comply with all laws applicable to you and/or your use of the Service/Platform;

3.1.8. You agree to notify us immediately of any unauthorized use of your account or any other breach of security;

3.1.9. You will not try to interrupt, impair or harm the Service and/or Platform in any way, and shall refrain any malicious or ill-intent act.

**3.2. If you are a Partner or Provider**, you further represent, warrant and undertake that:

3.2.1. You possess the necessary licenses or permits in order to provide the Solutions;

3.2.2. You have a valid policy/ies of liability insurance. You shall be solely responsible for any and all claims, judgments and liabilities resulting from any accident, loss or damage including, but not limited to, personal injuries, death, total loss and property damage which is due to or is alleged to be a result of the Solution(s) provided by you;

3.2.3. You shall obey all local laws related to your provision of the Solution(s) and will be solely responsible for any violations of such local laws and you acknowledge that UPSIZZE has the right to carry out background search on you from time to time, to ensure that you are not directly or indirectly involved in a criminal action or being investigated for a criminal allegation or implicated in a criminal proceeding;

3.2.4. You shall not contact Consumers for purposes other than in connection with the Service;

3.2.5. You have read and agreed to the Partner and Provider Collaboration General Terms & Conditions of Service which includes data convenience fees, minimal annual maintenance and support and other related requirements. The document is accessible within the Help\Articles of the Platform.

#### **4.0 Confidentiality**

4.1 Confidential Information means all information of UPSIZZE, Harvestnet Sdn Bhd and Consumers; pursuant to the Agreement which is manifestly of a confidential nature; including but not limited to:

- (i) information relating to the personnel, operation and business;
- (ii) information or data stored in UPSIZZE and consumers database;
- (iii) information or data stored and retrievable from Harvestnet's existing applications;

4.2 Data means any and/or all information:-

- (i) received from consumers as required by partners and/or providers; for the purpose of

registration and use;

- (ii) data entries from the local dedicated websites and sub-domains shall be held by Harvestnet SB;

4.3 Any risks that arise for the breach of confidentiality must be reported and corrective actions must be undertaken to effectively manage risks.

## 5. Third Party Interactions

5.1. During use of the Service, you may enter into correspondence or transactions with third parties who display or offer their goods and/or service through the Platform or Application. Any such communication or agreement is strictly between you and the applicable third party and UPSIZZE and its licensors shall have no liability or obligation for any such communication or agreement. Neither UPSIZZE nor any of its affiliate companies endorses any applications or sites on the Internet that are linked through the Platform or Application, and in no event shall UPSIZZE, its licensors or its affiliate companies be responsible for any content, products, services or other materials on or available from such sites or Partners. Certain Partners of transportation, goods and/or services may require your agreement to additional or different General Terms & Conditions of Service and privacy policies prior to your use of or access to such goods or services, and UPSIZZE is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the Partners. You acknowledge that such additional or different terms of use and privacy policies may apply to your use of such third party services. UPSIZZE is not liable for any information that you provide to or authorise us to provide to a third party, or for such third party's collection, use and disclosure of such information.

5.2. UPSIZZE may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidize the Service and/or to earn additional revenue. You agree to receive such advertising and marketing. You agree and allow UPSIZZE to compile and release information regarding you and your use of the Service on an anonymous basis as part of a consumer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party you interact with through the Service and/or advertising or marketing material supplied by third parties through the Service.

5.3. We may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties or otherwise display content or material provided by third parties ("**Third Party Content**"). Such Third Party Content are not under our control and we are not responsible or liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the content, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk. Please approach our Help Centre should you have any questions or concerns about any of the Third Party Content.

## **6. Indemnification**

6.1. By agreeing to the General Terms & Conditions of Service upon using the Service, you agree that you shall indemnify and hold UPSIZZE, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Platform, Software and/or the Application in your dealings with the Partners or Consumers (as the case may be), third party merchants, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the General Terms & Conditions of Service, any third party terms and conditions or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Partners or Consumers arranged via the Service, or (d) your use or misuse of the Service, the Platform, Software and/or the Application; and (e) where applicable your ownership, use or operation of any property, including your provision of Solutions to Consumers via the Service .

## **7. Disclaimer of Warranties**

7.1. The Application, its content and any related service(s) is provided to you on an "as is" basis. UPSIZZE makes no representations or warranties of any kind, express or implied, in connection with the Software, Application, Platform, Service, these General Terms & Conditions of Service, the content or any related service(s). Although we make reasonable efforts to keep the Application up-to-date, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. We shall not be liable for any direct, indirect or consequent loss arising from the modifications or amendments to the Software, Application, Platform, Service, or General Terms & Conditions of Service.

7.2. UPSIZZE makes no representation or warranty of any kind whatsoever, express or implied, in respect of Solutions provided by Partners or any Solutions procured through the use of the Service. You agree that you shall bear all risk arising out of your use of the Service and any Solution provided by Partners and shall have no recourse to UPSIZZE in respect of the same.

## **8. Internet and Network**

UPSIZZE is not responsible for any delays, service issues, failures, damages or losses resulting from internet or network or servers limitations, delays, and other problem.

## 9.0 Other Related Matters

This legal binding agreement shall have the following provisions:

- a) Any trademarks, license and processes related to UPSIZZE and relevant Applications shall remain as exclusive rights of Harvestnet SB;
- b) You agree that we may do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Platform, or any portion of the Platform (including access to your Account and/or the availability of any products or services), for any reason; (ii) to modify or change any applicable policies or terms; and (iii) to interrupt the operation of the Platform or any portion of the Platform (including access to your Account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. We shall not be required to compensate you for any suspension or termination.
- c) Without prejudice to any other provisions, we may vary, modify or remove Platform Content without notice (including without limitation information relating to the availability of a product or service, product or service descriptions, pricing, promotions, offers, product shipping charges and transit time). In the event any Platform Content contains any typographical errors, inaccuracies, omissions or otherwise violates UPSIZZE Policies, we reserve the right (but shall not be obliged, save to the extent where mandated by applicable laws) to carry out any such measures as UPSIZZE deems appropriate (collectively, "Rectification Measure") including without limitation (i) correcting the said errors, inaccuracies or omissions, (ii) changing or updating information; and/or (iii) where applicable, cancelling the affected orders at any time without prior notice (including without limitation after an order has been submitted).

(END OF CLAUSES)

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