

## Website Terms of Use

### Introduction

Please read these terms of use carefully before using this Website. The following terms and conditions govern your use of this Website, including both customer and staff login and City-Link Express mobile login. The Website is available for your use only on the condition that you agree to the terms of use mentioned here in below. If you do not agree to the terms of use, DO NOT access or use the Website. By accessing the Website, you signify your agreement to be bound by the terms of use.

### 1. Scope Of Terms And Conditions

These terms and conditions govern your use of the Website and all applications, software and services (collectively referred to as "Services") available via the Website, except to the extent such Services are the subject of a separate agreement.

### 2. Modifications

City-Link Express may revise and update these terms of use at any time. Your continued usage of the Website after any changes of these terms of use will mean that you accept those changes. Any aspect of the Website may be changed, supplemented, deleted or updated without prior notice at the sole discretion of City-Link Express.

### 3. Privacy Policy

The City-Link Express privacy policy governs the usage of information collected from or provided by you at the Website. With respect to any individual information provided by you to City-Link Express, you represent to City-Link Express you have obtained all necessary approvals and/or consents for the processing of such information.

### 4. License And Ownership

Any and all intellectual property rights ("Intellectual Property") associated with the Website and its contents (the Content) are the sole property of City-Link Express. The content is protected by copyright and other laws in Malaysia and other countries. Elements of the Website are also protected by trade secrets, unfair competition and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons and other items that appear on the Website are trademark or service marks ("Marks") of City-Link Express. The use of such marks in any manner is not allowed without the express written consent of City-Link Express. Except as otherwise expressly provided by the terms and conditions, you are prohibited from copying, reproducing, modifying, leasing, loaning, selling, creating derivative works from, uploading, transmitting or distributing the Intellectual Property of the Website in any way without City-Link Express's prior written permission. Except as expressly provided herein, City-Link Express does not grant to you any express or implied rights to City-Link Express's Intellectual Property.

City-Link Express grants you a limited, personal, non-transferable, non-sublicensable, revocable license to :

- access and use only the Website content in the manner presented by City-Link Express; and
- access and use City-Link Express computer and network services offered within the Website only in the manner expressly permitted by City-Link Express.

Except to the extent required by law or as expressly provided herein, none of the content and/or information may be reverse engineered, modified, reproduced, republished, translated into any other language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of City-Link Express. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import and distribute. Retransmit or otherwise use the Content in any way, unless expressly permitted to do so by City-Link Express.

### 5. Restrictions On Use Of The Website

- You shall not disguise the origin of information transmitted through the Website.
- All use of this site is bound by the Disclaimer clause.
- You will not place false or misleading information on the Website.
- You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by City-Link Express.

You will not input to the Website any information which contains viruses, Trojan horses, worms, malicious software or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or information or that infringes the Intellectual Property rights of another.

- Certain areas of the Website are restricted to certain users of this Website.

You may not use or access the Website in any way that in City-Link Express's judgment adversely affects

- the performance or function of the Website or interferes with the ability of authorized parties to access the Website.
- You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or Information without the express written consent of City-Link Express.

## **6. Termination**

You agree that City-Link Express, in its sole discretion, may terminate or suspend your use of the Website at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Website and (b) destroy any copies you have made of any portion of the content. Accessing the Website after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that City-Link Express shall not be liable to you or any third party for any termination or suspension of your access to the Website.

## **7. Disclaimer Of Warranties**

City-Link Express makes no representations about the result to be obtained from using the Website. The use of the same is at your own risk.

The Website is provided on an "AS IS" BASIS. City-Link Express to the fullest extent permitted by law, disclaim all warranties, express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties rights and fitness for a particular purpose. City-Link Express makes no representations or warranties about the accuracy, completeness, security or timeliness of the content or information provide on or through the use of the Website.

## **8. Limitation Of Liabilities**

Use of City-Link Express Website and its contents is at your own risk. City-Link Express will in no event be liable to you or any person or entity claiming through you for any direct, indirect consequential, incidental or other damages under any theory of law for any errors in or the use of or the inability to use City-Link Express Website and its content including without limitation, damages for lost profits, business, data or damage to any computer systems, even if you have advised City-Link Express of the possibility of such damage.

## **9. Indemnity**

You agree to defend, indemnify and hold harmless City-Link Express and their respective officers and

directors from any and all claims (i) arising out of your breach of any of these terms and conditions and (ii) any of your activities conducted in connection with this Website.

#### **10. Information Accuracy**

These web pages may contain inadvertent inaccuracies or typographical errors. These will be corrected at City-Link Express' discretion, as they are found. The information on these web pages is updated regularly, but inaccuracies may remain or occur where changes occur between updates. City-Link Express excludes any obligation or responsibility for this content.

#### **11. Disclosure of Information**

All information provided to City-Link Express by visitors to this Website is considered to be confidential and will not be disclosed by City-Link Express to any third party except as may be required for the provision of the services.

#### **12. Links to Other Websites**

(a) Outbound Links. The Website may contain links to third-party Websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to You and not as an endorsement by City-Link Express of the content on such Linked Sites. City-Link Express makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. City-Link Express is not responsible for the availability of the Linked Sites or the content or activities of such sites. If You decide to access Linked Sites, You do so at Your own risk. In addition, Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

(b) Inbound Links. Linking to any page of the Website other than to <http://www.citylinkexpress.com> through a plain text link is strictly prohibited in the absence of a separate linking agreement with City-Link Express. Any website or other device that links to <http://www.citylinkexpress.com> or any page available therein is prohibited from (a) replicating Content, (b) using a browser or border environment around the Content, (c) implying in any fashion that City-Link Express or any of its affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with City-Link Express or any of its affiliates, (e) presenting false information about City-Link Express products or services, and (f) using any logo or mark of City-Link Express or any of its affiliates without express written permission from City-Link Express.

#### **13. Export**

You assume all responsibility for compliance with all laws and regulations of any country from which you

may access the Website regarding access, use, export, re-export and import of any content appearing on or available through the Website.

#### **14. Estimates**

You acknowledge and agree that any rate or time estimate shown by the Rate Calculator or the Transit Time Calculator or other such tool on the Website for estimating a rate or time is an estimate only and may be different from the actual rates or times for domestic or international carriage of any shipments tendered to City-Link Express. This may be due to a number of causes including, without limitation, actual dimensions of your shipments, local charges and any unanticipated delays in shipping.

#### **15. Waiver**

City-Link Express' failure to enforce the strict performance of any provision of the Terms and Conditions will not constitute a waiver of its right to subsequently enforce such provision or any other provisions of the Terms and Conditions.

#### **16. Amendments**

City-Link Express reserves the right to change the Terms and Conditions at any time and without providing you with notice of such changes. You agree that your continued use of the Website constitutes your acceptance of the modified Terms and Conditions, and you agree that all previous versions of the Terms and Conditions are superseded by the modified version. You should check these Terms and Conditions each time you access the Website to check for updates.

#### **17. Severability**

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of the remaining conditions.

#### **18. Prohibited Materials**

You are solely responsible for any and all Content posted by you on any City-Link Express Website. You also are solely responsible for, and assume any and all risks associated with, reviewing and/or using any Content posted on the Website.

Postings which violate this Agreement may be deleted upon discovery and City-Link Express reserves the right to terminate or restrict access to this site of the responsible User(s). However, under no circumstances will City-Link Express be liable for any errors, omissions, or offensive material contained in any Content posted by Users, or for any loss, liability, claim, damage, or expense (including reasonable attorney's fees) arising from or in connection with your use of any Content posted by any Users.

You agree not to collect or store personal data about other users or members, or to submit any message board posting and/or e-mail that contains or provides links to:

- Any material that is unlawful, threatening, abusive, harassing, tortuous, defamatory, invasive of Privacy or publicity rights, hateful, vulgar, obscene, profane, harmful, libelous, indecent, racially, ethnically, or otherwise objectionable (including, but not limited to, posting the private information of other parties);
- Any material that impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity;
- Any false "header" (the legend attached to e-mail messages to show the message's point of origin, route, and destination), falsely configured e-mail or otherwise manipulate identifiers in order to disguise the origin of any Content uploaded, posted, e-mailed or otherwise transmitted through Website. Headers of e-mail messages may not be removed or altered to conceal e-mail addresses;
- Any content that you do not have a right to transmit under any law or any contractual or fiduciary relationship (such as inside information, trade secrets, and other proprietary information and/or confidential information);
- Any material that violates or infringes in any way upon the rights of others, including, without limitation, any patent, trade secret, right of privacy, right of publicity, copyright or trademark rights, "MP3" files of copyrighted music, copyrighted photographs, text, video, or artwork;
- Any material containing any unsolicited or unauthorized advertising or commercial solicitation of any kind whatsoever, including, without limitation, distribution of unsolicited e-mail using Website address or containing any references "spam", "junk mail," "chain letters," "pyramid schemes," or any use of distribution lists to any person or entity who has not given specific permission to be included on such a list.
- Any material that contains software viruses or any other computer code, programs, files, corrupted data, or any other harmful or damaging component designed to interrupt, impair, destroy, or limit the functionality or operability of any computer system, software, hardware, or telecommunications equipment;
- Any material that constitutes "stalking" or any other form of harassment of any member or any other person;
- Any material containing nudity, pornography, or sexual material of a lewd, vulgar, lascivious, indecent, lecherous or obscene nature or intent, or that violates local, state, national, and/or international laws;
- Content that promotes, encourages, or provides instructional information about any illegal activities or any material, which encourages conduct that would violate any law or give rise to civil or criminal liability under any law. (including, but not limited to, "hacking" OR "cracking" );
- Any hate propaganda or hate mongering or fraudulent material or activity;
- Any content that advertises or promotes any product or service;
- Any content that solicits funds, advertisers or sponsors;
- Any content that disrupts the normal functioning of the Website; or
- Any content or activity that City-Link Express, in its sole discretion, deems inappropriate for its Website.

## **19. Customer Service**

Questions or comments regarding the Website may be submitted to [info@citylinkexpress.com.my](mailto:info@citylinkexpress.com.my)