

Yuran.My End User Agreement

Effective: March 1, 2022

This Yuran.my End User Agreement (the “Agreement”) establishes the terms to which you agree, and by which you will be legally bound, when using the Website and Mobile Application. As used in this Agreement, “using” includes without limitation visiting, browsing, clicking on links within, and accessing information, content, functionality, and/or services offered via the Website, whether as a guest or a registered user. As set forth in detail below, this Agreement applies to all users of the Website to the extent permitted by law. Please read this Agreement carefully before you start to use the Website and/or Mobile Application. If you do not agree to the terms of this Agreement and/or do not intend to be so bound, you should discontinue use of the Website and/or Mobile Application (or, if the option is made available to you, do not click to agree or proceed). Capitalized terms used in this Agreement shall have the meanings ascribed to them in Section 1 hereof.

Additional terms and conditions also may apply to specific portions, services, or features made available on or through the Website and/or Mobile Application. All such additional terms and conditions are hereby incorporated by this reference into this Agreement. In the event of a conflict between any such terms and conditions and this Agreement, such other terms and conditions shall prevail.

1. Defined Terms

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state or local government or any agency or instrumentality thereof and any arbitrator, court, or tribunal of competent jurisdiction.

“**Party**” means either Yuran.my or you.

“**Privacy Statement**” means the Yuran.my Privacy Statement, available at <https://www.yuran.my/dasar-privasi/>.

“**Yuran.my**” means Yuran.my, which is owned and operated by VHA COGNITIVE (M) SDN BHD (1213095-U) with its principal place of business at 72-2, Jalan PJS 5/30 Petaling Jaya Commercial Centre (PJCC) Petaling 46150 Mukim Petaling, Selangor, Malaysia

“**Services**” means Yuran.my’s online software product and related services that may be made available to you by Yuran.my, including any third-party software embedded therein, any Updates and any Upgrades.

“**Update**” means any update, feature release (e.g., 2.0 to 2.1), patch release (e.g., 2.0.1 to 2.0.2), maintenance release, bug fix, or modified form of the Services that performs comparable or improved functionality and which is not an Upgrade.

“Upgrade” means any new version or major release (e.g., 2.0 to 3.0) of the Services, including any changes to the Services that (a) substantially increase the speed, efficiency, or ease of use of the Services or (b) add additional capabilities to, or otherwise improve the functions of, the Services.

“Website” means the website located at yuran.my and/or yuran.vip (including any sub-domains such as client.yuran.my and/or client.yuran.vip) and includes all content and other items made available on such website.

“Mobile Application” means the yuran.my mobile application that available to be download and install in user mobile phone or smartphone from Apple Store, Google Playstore or Huwaei AppGallery

2. Representations & Warranties; Disclaimers

2.1 Yuran.my hereby represents and warrants to you that it has the full right, power and authority to (a) enter into, and to fully perform its obligations according to, this Agreement, and (b) grant to you the rights and licenses described herein.

THE WEBSITE AND MOBILE APPLICATION IS PROVIDED BY YURAN.MY ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED OR CONTRACTUAL OR STATUTORY, ARE EXPRESSLY DISCLAIMED BY YURAN.MY. YURAN.MY DOES NOT REPRESENT, WARRANT, OR COVENANT THAT (a) THE OPERATION AND/OR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, (b) THE WEBSITE WILL PERFORM IN EVERY OPERATING ENVIRONMENT, (c) ALL DEFICIENCIES OR ERRORS IN THE WEBSITE ARE CAPABLE OF CORRECTION, OR (d) THE WEBSITE MEETS THE REQUIREMENTS OF ANY PARTY WHATSOEVER. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED BY YURAN.MY.

2.2 You hereby represent and warrant to Yuran.my that you are of legal age to form a binding contract with Yuran.my and otherwise have the full right, power, authority, and capacity to enter into, and to fully perform your obligations according to, this Agreement.

3. Indemnification; Limitations on Liability; Remedies

3.1 You shall indemnify, defend and hold harmless Yuran.my and its members, managers, officers, directors, employees, agents, and affiliates from and against any liabilities, costs, fees and/or damages (including attorney fees) that arise out of any claim for damages resulting from (a) any material inaccuracy or breach of the representations or warranties made by you in this Agreement, (b) any material breach of a covenant made by you in this Agreement, and/or (c) any material failure to perform, or any material failure to comply with, your obligations according to this Agreement.

3.2 YOU ACKNOWLEDGE THAT, WITHOUT LIMITATION OF THAT OTHERWISE SET FORTH HEREIN, YURAN.MY IS IN NO WAY RESPONSIBLE (a) FOR ANY OUTCOME RESULTING FROM ANY SUBMISSION YOU MAKE USING THE WEBSITE AND MOBILE APPLICATION, (b) FOR

DETERMINATIONS MADE OR NOT MADE BY ANY PARTY REQUESTING DATA FROM YOU OR REQUESTING YOUR PARTICIPATION ON OR USE OF THIS WEBSITE AND MOBILE APPLICATION, INCLUDING ANY SUCH PARTY'S DECISION TO LIMIT, EXPAND, SUSPEND, TERMINATE OR OTHERWISE CHANGE ITS USE OF THE SERVICES, WHETHER ANY OF THE SAME IS MADE BEFORE, DURING OR AFTER ANY SUBMISSION IS MADE, (c) FOR THE TRANSMISSION, PRIOR TO RECEIPT BY YURAN.MY, OF ALL INFORMATION YOU PROVIDE, OR OTHERWISE INPUT, USING THE WEBSITE AND MOBILE APPLICATION, AND (d) IF YOU ARE UNABLE TO ACCESS THE SERVICES VIA THE WEBSITE AND MOBILE APPLICATION AS A RESULT OF TECHNICAL OR OTHER DIFFICULTIES RESULTING FROM YOUR HARDWARE OR INTERNET CONNECTION.

3.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE DAMAGES THAT MAY BE RECOVERED BY YOU IN CONNECTION WITH THIS AGREEMENT MAY NOT EXCEED RM100.

3.4 NEITHER PARTY, NOR ANY OF ITS OR THEIR AFFILIATES, LICENSORS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS OR MANAGERS, MAY BE HELD LIABLE TO THE OTHER, NOR TO ANY OTHER PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING FROM ANY CLAIM RELATING DIRECTLY OR INDIRECTLY TO YOUR USE OF THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (WHETHER UNDER A THEORY OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY THEREOF.

3.5 EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS RELIED UPON THE LIMITATIONS ON LIABILITY SET FORTH IN THIS AGREEMENT AND, BUT FOR THEIR INCLUSION HEREIN, WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

3.6 You further acknowledge that (a) Yuran.my will suffer irreparable harm, and that the amount of monetary damages would be extremely difficult or impossible to calculate, if you breach your obligations according to this Agreement, (b) if you breach your obligations according to this Agreement, Yuran.my may seek, and you covenant not to dispute any attempt by Yuran.my to seek, injunctive relief without proving actual damages and (c) remedies sought by Yuran.my in accordance with this paragraph shall be in addition to, and without limitation of, any other rights to which Yuran.my may be entitled according to this Agreement or Law.

4. Accessing the Website and Mobile Application; Account Security; Your Obligations

4.1 From time to time, Yuran.my may impose limits on certain features and services or restrict your access to parts or all of the Website and/or Mobile Application without notice or liability. To access the Website and/or Mobile Application or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and/or Mobile Application that all the information you

provide on the Website and/or Mobile Application is correct, current and complete. You agree that all information you provide to register with this Website and/or Mobile Application or otherwise, including but not limited to through the use of any interactive features on the Website and/or Mobile Application, is governed by our Privacy Statement and you consent to all actions we take with respect to your information consistent with our Privacy Statement. If you choose, or are provided with, username, password, or any other piece of information as part of our security procedures you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or you said your username or password or any other breach of security involving the Website. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of this Agreement.

4.2 You shall (a) use the Website and/or Mobile Application in accordance with this Agreement and all applicable Laws, including privacy, export control, and sanction laws, (b) promptly report to Yuran.my any flaws, errors, bugs, defects, or other problems in or with the Website and/or Mobile Application that you identify, (c) obtain any legally-necessary consents and/or provide required privacy notices to any party whose personal data you input into the Service, (d) comply with the applicable provisions of the Privacy Statement, (e) prior to inputting, or otherwise delivering to Yuran.my, any content, data, material, or other information whatsoever, obtain the consent of any party from which consent may be required to so input or otherwise deliver to Yuran.my any of the same, and (f) otherwise comply with the provisions of this Agreement.

4.3 You may not (a) use the Website and/or Mobile Application to send unauthorized, untargeted or unwanted messages, communications, advertisements, or other promotional materials, (b) use automated software, scripts, or other methods of accessing or using the Website and/or Mobile Application without Yuran.my's consent, (c) scrape from, or otherwise use, the Website and/or Mobile Application content, data, material submitted, or other information whatsoever, or (d) impersonate another party, misrepresent your identity or affiliation with another party, or otherwise inaccurately or incorrectly describe yourself.

4.4 The Website and/or Mobile Application may permit you to link to other websites or resources on the Internet, and such other websites or resources may contain links to the Website. When you access third-party websites or resources, you do so at your own risk. These other websites and resources may not be under Yuran.my's control, and to the extent they are not, you acknowledge that Yuran.my is not responsible or liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Yuran.my or any association with its operators. You further acknowledge and agree that Yuran.my shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such website or resource.

You are responsible for all of your activity in connection with the Website and/or Mobile Application. By way of example, and not as a limitation, you shall not (and shall not permit

any third party to) download or otherwise distribute or facilitate distribution of any content on or through the Website and/or Mobile Application any material that:

1. Infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity or violates any law or contractual duty;
2. You know is false, misleading, untruthful, or inaccurate;
3. Is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; or
4. Impersonates any person or entity, including any employee or representative of Yuran.my.

Additionally, you shall not: (i) interfere or attempt to interfere with the proper working of the Website and/or Mobile Application or any activities conducted on the Website and/or Mobile Application; (ii) bypass any measures Yuran.my may use to prevent or restrict access to the Website and/or Mobile Application (or other accounts, computer systems or networks connected to the Website); (iii) run Maillist, Listserv, any form of auto-responder or "spam" on the Website and/or Mobile Application; or (iv) use manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any page of the Website and/or Mobile Application.

You shall not, directly or indirectly, (v) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Website and/or Mobile Application, except to the limited extent applicable laws specifically prohibit such restriction, (vi) modify, translate, or otherwise create derivative works of any part of the Website and/or Mobile Application, or (vii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

4.5 The Website and/or Mobile Application is protected by copyright, trademark, and other intellectual property and proprietary protections. By using any of the materials or information presented on the Website and/or Mobile Application without appropriate license or attribution, you may be liable for violation of intellectual property laws. Yuran.my may not be held liable for unauthorized use of materials or information appropriated from the Website and/or Mobile Application.

5. Termination

Yuran.my may terminate your access to the Website and/or Mobile Application with or without cause, at any time, with or without notice to you. Immediately upon such termination, you will have no further right, title, or interest in or to the Website and/or Mobile Application or any part thereof.

6. General Provisions

6.1 Notices. You consent to receive from Yuran.my all communications including notices, agreements, legally required disclosures, or other information in connection with the Website and/or Mobile Application (collectively, "Notices") electronically. Yuran.my may

provide such Notices by posting them on the Website and/or Mobile Application or at the email address you provided to Yuran.my. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the Website and/or Mobile Application.

6.2 Entire Agreement. This Agreement, when taken together with the Privacy Statement between the Parties, constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous documents, negotiations, and drafts of such Parties with respect to such subject matter, whether written or verbal. No provision of this Agreement may be construed against either Party by reason of the drafting or preparation thereof.

6.3 Modifications. Yuran.my reserves the right, at its sole discretion, to modify or replace any of the provisions set forth in this Agreement at any time. It is your responsibility to check the Agreement periodically for changes. Your continued use of the Website and/or Mobile Application following the posting of any changes to the Agreement constitutes acceptance of and agreement to those changes.

6.4 Waiver. Any provision of this Agreement may be waived, terminated, or discharged with Yuran.my's express consent at any time and in its sole discretion. The failure of Yuran.my to insist upon the performance of any of the terms or conditions contained in this Agreement and/or to exercise any right hereunder, may not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such rights.

6.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

6.6 Assignment. You may not assign this Agreement, in whole or in part, by operation of Law or otherwise, without Yuran.my's prior written consent. Any attempt to do so shall be deemed null and void and of no legal force or effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties' successors and permitted assigns.

6.7 Force Majeure. Neither Party may be held liable for its failure to perform hereunder, or for any loss or damage, due to causes beyond its reasonable control, including governmental requirements, inability to obtain required export licenses, work stoppages, fire, civil disobedience, embargo, war, terrorism, riots, rebellions, earthquakes, strikes, floods, water and the elements, inability to secure equipment, raw materials, or transport or similar occurrences.

6.8 No Agency Relationship. Neither this Agreement nor any provision contained herein may be construed as creating or constituting a partnership, joint venture or agency relationship between the Parties. For the avoidance of doubt, neither Party has the power or authority

to, and no Party may, assume or create any obligation or responsibility on behalf of the other.

6.9 Governing Law; Waiver of Jury Trial. This Agreement and any action related hereto will be governed by the laws Malaysia without regard to its conflict of laws provisions. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

6.10 Export Controls. You may not use the Website and/or Mobile Application in violation of export control or sanctions laws of Malaysia or any other applicable jurisdiction. You may not use the Website and/or Mobile Application if you are or are working on behalf of a Specially Designated National (SDN) or a person subject to similar blocking or denied party prohibitions administered by a Malaysian government agency.