

Terms Of Service

GENERAL TERMS OF SERVICE FOR THE TREK iOS AND TREK ANDROID APPS AND WEBSITE

These Terms were last updated on January 20th, 2020

Acceptance of the General Terms of Service is mandatory for the use of the Trek Android App, the Trek iOS App, collectively known as "Trek" owned by Asia Mobility Technologies Sdn Bhd, a company registered in Malaysia, with the company number 201801039006, with its operating address at 03-09-06, 9th Floor, Tower 3 UOA Business Park, Jalan Pengaturcara U1/51A, 40150 Shah Alam, Selangor, Malaysia, that shall be known below as "Asia Mobiliti".

1. By using the App, you agree to be bound by these Terms. If you do not agree to any part of these Terms, do not use the Trek.
2. If you are 13 and 18 years old, you agree that you have the legal consent of your parent or guardian to access and use the Trek. The Trek is not designed or tested for users under the age of 13, and access is at the discretion of the legal guardian.
3. You agree that these Terms may be changed at any time without prior notice. The revised Terms shall become effective upon posting to trekapp.com
4. All information provided in Trek is based on data obtained from various data sources. While Asia Mobiliti has taken the

effort to check and verify the data, there may be inaccuracies and changes. Asia Mobiliti does not guarantee the accuracy of the information and is not liable for any error or omission in the information provided. Asia Mobiliti is not liable for any loss or injury, direct or indirect, including loss of income, profit, opportunity or time as a result of relying on any information available through Trek. Trek and information contained therein are provided on an "as is" and "as available" basis without any warranties of any kind.

5. Your account is personal to you and you shall not share your account information or allow access to your account by third parties. You agree that you will be responsible for all activity that occurs using your access credentials and that you will be responsible for any losses incurred by Asia Mobiliti or other users by the unauthorized use of your account.

6. All software, text, graphics, maps, data, images and trademarks in Trek is the property of or has been licensed by Asia Mobiliti. You have no right to copy or reproduce any part of Trek without Asia Mobiliti's written permission.

7. You agree that the use of Trek is for personal use, to best enable your journey from point to point. You will not impose an unreasonable load to Trek by the use of any device, software, algorithm or routine. You will not attempt to decipher, decompile, disassemble or reverse engineer any part of Trek.

8. You agree to defend, indemnify and hold harmless Asia Mobiliti from and against any claims, actions or demands, including and without limitation, reasonable legal and accounting fees, arising or resulting from your breach of these Terms or your use of Trek. Asia Mobiliti reserves the right to assume the exclusive defence and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable

requests assisting Asia Mobiliti's defence of such matter.

9. By accepting these Terms of Service, you confirm that you have reviewed and understand our Privacy Policy, and you acknowledge that any information shared by, or collected from or about, you may be used by Asia Mobiliti in accordance with our Privacy Policy, as it is updated or changed from time to time.

10. These Terms of Service shall be governed by Malaysian law. Any dispute arising from or related to these Terms shall be subject to the jurisdiction of the courts of Malaysia.

11. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

12. Failure of Asia Mobiliti to act on or enforce any provision of these Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against Asia Mobiliti unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

13. Except as expressly agreed by Asia Mobiliti and you, these Terms constitute the entire agreement between you and Asia Mobiliti with respect to the subject matter and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. These Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.