

TERMS & CONDITIONS

1. Definitions

Account(s) means an account opened for the Customer with Ultragroup Sdn Bhd for subscribing to the Service.

Activation or Activated means the point in time when the said Service is activated in the Ultrapark System.

Agreement means the completed registration agreement all terms and conditions spelled out herein including all subsequent unilateral amendments, variations, additions, and deletions made by Ultrapark at its sole and absolute discretion from time to time.

Commercial Gain means any form of profits earned and/ or gained by the Customer directly and/ or indirectly arising from using/utilisation of the Service with any unauthorised device or any other ways in any manner whatsoever which unfairly exploit the usage (as and when it is made available by Ultrapark) or activities for the purposes of unauthorised reselling.

Commercial Gain means any form of profits earned and/ or gained by the Customer directly and/ or indirectly arising from using/utilisation of the Service with any unauthorised device or any other ways in any manner whatsoever which unfairly exploit the usage (as and when it is made available by Ultrapark) or activities for the purposes of unauthorised reselling.

Compound means a fine imposed by the car park operator for vehicle owners or vehicle drivers for their wrongdoing that violates the rules and regulations set by the car park operator.

Customer means the person authorised for using the Service subject to the terms and conditions herein and/or an entity of whatsoever description including but not limited to a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations of its domicile for the time being in force and which may come in force more particularly described in the registration agreement.

Device means any device used to access the Ultrapark parking service that includes, but are not limited to, servers, computers, laptops, tablets, and mobile telephones or/and any accessories used together to access the Service.

Financier means a licensed institution as defined in the Banking and Financial Institutions Act 1989.

Information means information, data, content, interactive applications, services and/or any other material the Customer may provide at any time, access, use and/or generate via the Service and/or Ultrapark System as applicable, including but not limited to Customer's personal data.

Mobile Telephone means the wireless telephone equipment which includes a combination of the transmitter and receiver together with accessories for the use of the Service.

Parking Charges means the Parking Fees set by the car park operator including but not limited to any other charges / fees and / or service tax.

Prepaid Credit means the prepaid value payable by the Customer for the usage of the Service including but not limited to any other charges / fees and / or service tax.

Ultrapark means Ultragroup Sdn Bhd (ROC: 202001029930)

Ultrapark System means the Ultrapark parking app, and its technology for parking payments, season pass payments or any other services that may be introduced in future as value added services.

User means the Customer or in the case of a company, any person nominated by the Customer to be the Principal User.

Season Pass means all the Monthly Season Parking Fees set by the car park operator including but not limited to any other charges / fees and / or service tax.

Service means the parking payment facilities using mobile solution, or any other product or Services rendered by Ultrapark, at this current time or in the future, using the Ultrapark System and includes, where applicable, the Value-Added Services.

Taxes - Charges will be stated exclusive of any taxes. Customer will be responsible for paying any taxes arising from the Agreement for which Customer is legally liable such as Sales and Services Tax ("SST") at the rate in force at the date the liability arises.

Value - Added Services means additional functions, features or facilities which are currently available or will be made available by Ultrapark from time to time and may be subscribed to and/or used by the Customer in connection with the Service to enable the Customer to access and use information, data, content, WAP and other interactive applications and/or services over the internet and/or intranets.

2. Period of Agreement

2.1 This Agreement shall take effect from the date of commencement of the Service when the Customer's Mobile Telephone is connected, or the Customer's account is Activated and shall continue to be in force until terminated in accordance with the terms and conditions of this Agreement.

2.2 For the avoidance of doubt, Ultrapark shall have the right to use the Information from the time the Information is disclosed by the Customer.

2.3 This Agreement shall be automatically renewed for a further duration as prescribed in the Minimum Period upon expiry of the current Minimum Period unless otherwise informed by the Customer in writing fourteen (14) days before expiry.

3. Payment

3.1 The Customer shall, upon the purchase of Season Pass or Prepaid Credit Reload, pay the respective car park operator / parking concessionaire / Ultrapark, the Prepaid Credit and/or Deposit and such other fees, charges and taxes as required. Once the payment has been submitted to the respective car park operator / parking concessionaire / Ultrapark, the Season Pass or Prepaid Credits are not refundable, and are not transferable to another car park operator or entity.

3.2 In the event of termination of this Agreement either by the Customer or by Ultrapark or by the parking concessionaire or by the car park operator, all monies owing to Ultrapark if any shall become immediately due and payable to Ultrapark.

3.3 In the event of customer not able to get the Season Pass in time or the Prepaid Credit Reload in time due to the delay in bank system or any unforeseen circumstances, Ultrapark shall work with the car park operator / parking concessionaires to quickly resolve the issue immediately.

3.4 In the event the Customer disputes any of the charges in the transactions or the amount outstanding therein, the Customer shall provide written notice thereof to Ultrapark within fourteen (14) days from the date of the bill statement failing which it shall be deemed to be correct and binding upon the Customer. Upon receipt of such written notice by the Customer, Ultrapark shall review the Customer's Account and make any amendment, if necessary.

3.5 Ultrapark reserves the right to take any action it deems necessary for the recovery of unpaid charges or fees and any costs (including but not limited to legal costs on a Solicitor and Client basis) incurred in connection there with shall be borne by the Customer.

3.6 It is hereby agreed that a statement of account duly signed by an officer of Ultrapark, shall be deemed to be conclusive evidence of the indebtedness of the Customer whether for purpose of litigation, court proceedings or otherwise and any demand, summons, other originating process, cause papers or other documents relating to any court proceedings or otherwise or letter whether sent by Ultrapark or its agents, or solicitors, shall be deemed served on the Customer upon expiry of twenty four (24) hours of the posting of the same to the address specified in this Agreement, or the last known address of the Customer, by ordinary post or prepaid registered post.

3.7 All compound payments paid by Customer using the Prepaid Credit from the Customer are final and not refundable. In the event of mistakes on the payment, Customer shall provide a written notice within fourteen (14) days to Ultrapark to resolve the issue.

4. Customer's Responsibility

4.1 The customer shall:

- a. Use the Service and accept full risk and responsibility in doing so;
- b. Report immediately to Ultrapark upon the discovery of any fraud, theft, unauthorised usage, abnormality in the Customer's bill statement or any other occurrence of unlawful nature in respect of the use of the Service or the Mobile Telephone within 24 hours from such discovery;
- c. Comply with all notices or changes made by Ultrapark including any upgrading of the Ultrapark system as required by Ultrapark;
- d. Be responsible for all equipment and software necessary to use the Service and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service;
- e. Acknowledge that Ultrapark does not check the content or information available from the Service or the Internet and that Ultrapark is not liable for any loss or damage suffered by the Customer or any other person as a result of using information obtained from the Service or the internet including, but not limited to, any damage to or loss of data caused by a virus or similar program;
- f. Not use, permit or cause to be used the Service improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require Ultrapark to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhibits any other use from using or enjoying the Service or the Internet;
- g. Not use the Service with any unauthorised device or any other ways which unfairly exploit the unlimited free voice and/or data usage, broadband connection or spamming activities for the purposes of unauthorised reselling or Commercial Gain; and/or
- h. Be responsible for obtaining advice on whether the Customer's use of the Service or the internet involves activities which breach any laws, infringe any third-party rights or breach any standards, content requirements or codes promulgated by any relevant authority.

5. Rights and Liability of Ultrapark

5.1 Ultrapark shall not be liable to any Customer, any third-party and/or persons authorised by or claiming through a Customer for any loss caused, damage incurred whether direct, indirect, special, or suffered by any person or any personal property arising from:

- a. any upgrading or modification to the Service as it deems necessary for the proper and efficient functioning of the Ultrapark system including terminating the Service due to obsolescence of the Mobile Telephone, the Device or the Ultrapark system;
- b. the use or operation of the Mobile Telephone, or the Device by any Customer or persons authorised by the Customer to use such equipment;
- c. the use by the Customer or any other persons authorised by the Customer of the Service, the Customer's inability to access or use the Service, the information available via the Service or arising out of any action taken in response to or as a result of any information available via the Service;
- d. the provision of the Service by Ultrapark and/or the quality of the Service;
- e. a malfunction, defect or loss of the Mobile Telephone, the Device and/or the Service and/or the Ultrapark system for whatever reasons;
- f. any interruption to and/or suspension of the Service;
- g. any inconvenience caused to any Customer or any persons authorised by the Customer; and/or
- h. using Information obtained via the Service or the Internet including, but not limited to, any damage to or loss of data caused by a virus or similar program.

5.2 Ultrapark at its sole and absolute discretion reserves the right at any time without being liable to the Customer or any third party whatsoever, to:

- a. discontinue, disconnect, interrupt, bar or suspend the Service for such period of time as Ultrapark shall deem fit for any of the following reasons or any other reason whatsoever:
 - i. make any upgrading and/or modification to the Ultrapark system and/or the Service for its proper and efficient functioning;
 - ii. for the purpose of testing or correcting any malfunctioning of the Ultrapark system;
 - iii. if the license to operate the Ultrapark system is terminated, suspended or any other action as required by the relevant authorities and/or laws and regulations;
 - iv. a breach of any term or condition of this Agreement by the Customer;

v. where the Customer shall be adjudged bankrupt or commits an act of bankruptcy or in the case where the Customer is a company shall be wound up or have a receiver or manager appointed;

vi. on suspicion of fraud, or on suspicion of any illegal practice or on suspicion of any unusual activity in respect of the Customer's Account with Ultrapark; and/or

vii. Suspend and/or terminate the Service in the case of suspected Commercial Gain activity not limited to any voice and/or data or broadband services and promotions offered.

b. vary, add to or delete any of the terms and conditions of this Agreement without the need to provide any prior notice to the Customer and which shall take effect on such date determined fit by Ultrapark and whereby the Customer with continued usage of the Service shall be immediately bound by the same.

5.3 Ultrapark shall not be liable to the Customer or any third party for any claims for libel, slander, or infringement of copyright arising from the transmission and/or receipt of data and materials in connection with the Service and all other claims arising out of any act or omission of the Customer or any person authorised by the Customer in connection with the Service.

5.4 The Customer shall indemnify and hold Ultrapark harmless against all claims, proceedings, actions, demands and losses which may arise as a result of the Customer's use of the Service or any act or omission of the Customer.

5.5 In the event of any dispute/claim of ownership of the Customer's Account, the onus of proving ownership, to the satisfaction of Ultrapark, shall lie on the Customer. In the event the Customer is unable to do so, the matter shall then be referred to the Police and/or the Malaysian courts. Ultrapark shall not be liable for any loss, damage or claim which may be caused to the Customer from or through the re-registration / termination / transfer / suspension of the Service in respect of the Customer's Account pending determination of ownership or subsequent thereto.

5.6 Upon termination of this Agreement, Ultrapark reserves the right to retain the Prepaid Credit (if any) for such period as Ultrapark shall deem fit for the settlement of any outstanding dues or charges payable by the Customer.

5.7 Ultrapark reserves the right to suspend and/or terminate the Account in the case of suspected Commercial Gain activity not limited to any voice and/or data or broadband services and promotions offered.

5.8 It is agreed that, upon disclosure of any Information at any time, it is deemed that the Customer has consented to allow Ultrapark the right to use such Information for provision of Services herein, credit assessment and enforcement, Service and process enhancements in improving Customer's convenience, promotional and marketing purposes. If such consent is retracted, Ultrapark shall have the right to automatically terminate the Services or any part thereof.

5.9 The Customer accepts that Ultrapark may revise and/or modify the terms of the Agreement. In the event of such revision and/or modification, Ultrapark shall communicate such revision and/or modification at Ultrapark's website or the Ultrapark System application. In the event such communication is made, the Customer agrees that by continuing to use the Products and Services after such notification, that the Customer agrees to be bound by, accepts and/or consents to such revision and/or modification.

6. Period of Agreement

6.1 The ability of the Customer to access and use Information via the Ultrapark System Application is dependent upon the features and functionality of the Customer's Mobile Telephone or the Device; and the nature and quality of the information being accessed such as the parking charges paid, the prepaid credit reload, the compound payment information and other services that may be provided in the future.

6.2 Ultrapark does not represent, warrant or guarantee the extent to which Customer's MobileTelephone or the Device will be able to access Information via the Ultrapark System or on the Internet or elsewhere.

7. Force Majeure

Ultrapark shall not be liable for any breach of this Agreement caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or other local authorities, industrial disputes of any kind, fire, lightning, explosions, flood, landslides, subsidence, inclement weather, acts or omissions of persons or bodies for whom Ultrapark is not responsible or any other cause whether similar or dissimilar outside of Ultrapark's control.

8. Waiver

The Customer shall upon executing this Agreement, consents and permits Ultrapark to use/disclose the Customer's personal data for purposes including the provision of the Service including but not limited to data matching, Credit Checking, for any other purpose deemed to be in the interest of Ultrapark and for compliance of any laws and regulations.

9. Miscellaneous

9.1 This Agreement shall be subject to the laws of Malaysia and the parties hereto shall submit to the exclusive jurisdiction of the courts of Malaysia.

9.2 Any notice which may be given under this Agreement shall be in writing and deemed duly given to the other party if delivered by hand or sent by ordinary post to the address as stated in this Agreement or his/her last known address or by electronic means which includes application messenger, SMS, email and fax and shall be deemed to have been served at the time when it is delivered if by hand and in the ordinary course of post it would have been so delivered if by post and if by electronic means it would have been so delivered at the date and time sent.

9.3 In this Agreement where the context requires, words importing the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders, shall include natural persons, corporations, partnership and associations. Headings to the clauses herein are for convenience of reference only and shall not affect the construction thereof.

9.4 The Customer shall not assign this Agreement or any part thereof without the prior written consent of Ultrapark. Ultrapark shall be at liberty at anytime without the concurrence of and without notice to the Customer to assign and/or transfer all or any part of its rights and obligations under this Agreement (or any related Agreement) to such persons as it deems fit and upon such assignment or transfer the assignee or transferee shall assume and be entitled to the rights, interests and obligations under this Agreement (or any related Agreement) as if it had been the party to the agreement in place of Ultrapark.

9.5 If one or more of the provisions of the terms and conditions of this Agreement shall be invalid, illegal or unenforceable under any applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision(s) shall be deemed deleted.

9.6 Failure by Ultrapark to exercise any or all of its rights under the terms and conditions of this Agreement or any partial exercise of a right, shall not act as a waiver of such rights and such rights may be exercised without having to wait for the occurrence or re-occurrence of a similar or any other event giving rise to such rights.

9.7 Ultrapark reserves the absolute right to verify any information stated in the registration agreement and reserves the right to reject and/or seek such further clarification from the Customer or any other source as deemed necessary to establish the identity of the Customer (including but not limited to subsequent verification for recovery purposes); and such action shall not be considered defamatory or an invasion of privacy nor be the subject of any legal proceedings.

9.8 This Agreement shall be binding upon the successors in title and permitted assigns of the parties hereto.

9.9 Except for inconsistent terms in agreements signed with enterprise Customers, in the event of any inconsistency between the terms and conditions of this Agreement with any other terms and conditions of any promotions or agreements, the terms and conditions of this Agreement shall prevail. Inconsistent terms in agreement signed with enterprise Customers shall prevail over terms in the registration agreement.

9.10 The Customer agrees that print-outs and reproductions of all documents and records pertaining to the Customer, either directly or otherwise, from Ultrapark's computer system(s)/records shall be admissible in any court of law and conclusive documents, if any.

9.11 Unless otherwise defined in the terms and conditions of this Agreement and except where the context otherwise provides, all capitalised words and expressions defined in the registration agreement shall have the same meanings when used or referenced to herein.

9.12 Ultrapark reserves the right at its absolute discretion to vary, delete or add to any of the terms and conditions from time to time without prior notice and any modifications and/or changes shall be published in Ultrapark's Terms & Conditions section or may be notified to the Customer by way as Ultrapark may deem fit. Continued use of the Service following any amendment or changes to the terms and conditions constitutes an acceptance to those changes. Customers are advised to visit the website periodically to review the terms and conditions of this Agreement for any amendment or changes made by Ultrapark.

9.13 Ultrapark shall not be liable for any cost, loss or damage (whether direct or indirect) or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the Customer's use and utilization of the Service.

9.14 The Customer hereby agrees and acknowledges that Ultrapark may send notifications and communications periodically as Ultrapark deems appropriate; and the Customer hereby consents to receiving the same.

9.15 The Customer acknowledges and agrees that Ultrapark shall be allowed to contact the Customer for purposes of service enhancement and sharing of the Services and/or products related matters, from time to time.

10. Data Protection Obligations

10.1 Ultrapark is required to comply with the provisions of the **Personal Data Protection Act 2010** and Ultrapark stands by Ultrapark's privacy notice ("Privacy Notice") when dealing with the Customer's Personal Information.

10.2 Ultrapark Privacy Notice is made available to the Customer via Ultrapark's website, Online Customer Service, and hardcopies of the same can also be made available to the Customer upon written request.

10.3 The Customer agrees and accepts that the Privacy Notice forms an integral part of the terms and conditions of the use of the Products and Service.

10.4 For the purposes of this clause, unless otherwise defined herein and except where the context otherwise provides, all capitalised words and expressions defined in the Privacy Notice shall have the same meanings when used or referenced to herein.

10.5 The Customer agrees and accepts that by registering and/or continuing to use the Products and Services, the Customer authorises and consents to the Customer's Personal Information being processed by and where required, disclosed to classes of third parties as identified by Ultrapark for the purposes of Ultrapark providing the Products and Services to you. For the avoidance of doubt, the Customer also hereby also explicitly consents to Ultrapark processing any sensitive personal data relevant for such purposes.

10.6 The Customer further agrees and accepts that it is a condition of Ultrapark providing the Products and Services to the Customer that the Customer provide Ultrapark with the accurate and complete Personal Information of yourself and/or any relevant person (including their consents) for purposes of the acquiring and/or subscription of the Product and Services.

10.7 The Customer accepts that Ultrapark may be required to revise and/or modify the Privacy Notice and/or Ultrapark's privacy policy or notice from time to time. In the event of such revision and/or modification, Ultrapark will communicate such revision and/or modification at Ultrapark's website. In this regard, the Customer agrees that by continuing to use the Products and Services after such notification, that the Customer agrees to be bound by, accepts and/or consents to such revision and/or modification.

11. Disclaimer

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