

## Contents

1	Definitions.....	3
2	License and Acceptable Use.....	3
3	Spots Logistics is a Neutral Venue and Digital Clearinghouse .....	4
4	Access to Site and Services. ....	5
5	Transportation Service Providers.....	5
6	Payments.....	5
6.1	Full Pre-funded Payment: .....	5
6.1.1	Spots Logistics Booking Deposit:.....	6
6.1.2	Payment on Terms .....	6
6.1.3	Chargebacks and Reversed Payments .....	7
7	Pricing and Price Changes .....	8
8	Fees .....	8
8.1	Basic Accounts Fees .....	9
8.2	Shipper Listing/Posting Fees .....	9
8.3	Shipper Service Charges.....	9
8.4	TSP Transaction Fees.....	9
8.4.1	Penalty Fees .....	9
9	Authorization to Credit and Debit Accounts.....	10
10	Match Cancellations and Account Credits.....	10
11	Bills of Lading .....	11
12	Carrier Cargo Claims and Carrier Limitations of Liability .....	11
13	Cargo Insurance .....	12
14	Information You Submit.....	12
15	Prohibited Activities.....	14
16	Right to Suspend or Remove Users.....	15
17	Feedback .....	15
18	Dispute Resolution.....	16
19	Prohibited and Restricted Items .....	17
20	No Agency .....	17
21	Release .....	17
22	Confidentiality/Non-Disclosure.....	18
23	Taxes .....	18
24	Record Keeping/Audit.....	18
25	Non-solicitation.....	18

26	Unsolicited Idea Submission .....	19
27	Remedies.....	19
28	Limited Liability and No Warranty .....	19
29	Legal Compliance .....	20
30	Trademark and Domain Name Protection.....	21
31	Security .....	21
32	Governing Law .....	21
33	Other Terms and Conditions.....	21
34	General.....	22
35	Notices .....	22

# USER AGREEMENT – Spots Logistics

Please read these Terms and Conditions carefully before using the services offered by Spots Logistics, a company incorporated under the laws of Malaysia. These terms set forth the legally binding terms and conditions for your use of Our Services as contained in <http://www.spots.com.my> (“Website”) (collectively with the site, referred to as “Services”).

This Agreement is effective on 1<sup>st</sup> January, 2019 for all users.

The legal entity You are entering into this Agreement with is Spots Logistics (PG0436058-M), located at Lot 22, Lorong Perusahaan 4, Kawasan Perusahaan Kulim, 09000, Kulim, Kedah.

You agree to provide Spots Logistics with accurate and complete information about You and Your business, and you authorize Spots Logistics to share it and transaction information related to Your use of the payment processing services provided by our payment vendors.

Spots Logistics does not guarantee any pricing, delivery, logistics, or other terms of business between you and other users of Spots Logistics’ Services. Spots Logistics does not provide any comprehensive guarantees regarding use of its Services, and our Services are not a substitute for thoughtfulness and awareness when engaging in business with other users. We at Spots Logistics are not responsible for any losses, damages, or injuries that may result from your choice to engage in, or business you transact with another user of our Services. If you do not agree with the foregoing, please do not use our Service.

## 1 Definitions

**Shipper** - A person or company that arranges to have goods shipped on their own behalf by any type of conveyance. The shipper might be the consignee (recipient of the shipment) or the consignor (sender of the shipment), or a 3rd party that is neither. On Spots, Shippers may be referred to as the “Shipping Customer” or “Customer” or “Booking Party”.

**Transportation Service Provider (TSP)**. Any party, person, agent, or carrier that provides freight (or passenger) transportation and related services to a shipper or agency. For the transportation of goods, this includes carriers, brokers, freight forwarders, and third party logistics providers. On Spots, Transportation Service Providers may be referred to as “service provider”.

**Carrier**. A person or company who provides transportation of goods (or passengers) for compensation.

**Broker**. A person who, for compensation, arranges, or offers to arrange, the transportation of goods by an authorized motor carrier. Motor carriers, or persons who are employees or bona fide agents of carriers, are not brokers within the meaning of this definition when they arrange or offer to arrange the transportation of shipments which they are authorized to transport and which they have accepted and legally bound themselves to transport.

## 2 License and Acceptable Use

The Spots Logistics Services contain copyrighted material, inventions, know-how, potential patentable business method material, design logos, phrases, names, logos or applications, and code ("Intellectual Property Content") all of which, unless otherwise indicated and/or provided pursuant to a third party license, are our sole property and we retain all appurtenant rights, interests, and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance", and "graphic function" of our Services including but not limited to its colour combinations, sounds, layouts, and designs. You agree and acknowledge that your use of the Spots Logistics Services does not confer upon You any license or permission to use our (or any third party's) Intellectual Property Content. You shall not reproduce, reverse engineer, modify, display, sell, or distribute the Intellectual Property Content, or use it in any other way for public or commercial purpose. All other trademarks, service marks, and copyrights are held by their rightful owners. Spots Logistics grants to you a non-exclusive, non-transferable (except as permitted below), limited license to make use of the Spots Logistics Services. This license does not include any resale of Spots Logistics Services, or its contents. You may not collect and/or use any shipment listings, descriptions, or prices for any reason. You may not engage in: any derivative use of any Spots Logistics Service or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to You in this User Agreement are reserved and retained by Spots Logistics or its licensors, suppliers, users, rightsholders, or other content providers. No Spots Logistics Service, nor any part of any Spots Logistics Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Spots Logistics. You may not misuse the Spots Logistics Services. You may use the Spots Logistics Services only as permitted by law.

### 3 Spots Logistics is a Neutral Venue and Digital Clearinghouse

Spots Logistics is not a Transportation Service Provider ("TSP") or Shipper. Our website acts as a venue where shippers and TSPs can interact and enter into agreements. Spots Logistics is not a party to any shipping agreement made between Spots Logistics users via the Spots Logistics software platform. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place on our website. Spots Logistics does not endorse, recommend, or refer any specific TSP or shipper, nor does Spots Logistics have any control or influence over actions or decisions made by users of the service. All users of the Spots Logistics platform make their own decisions and You acknowledge and agree that we are not in any way arranging transportation or shipping or logistics services on your behalf. Because we are not involved in the actual transaction between shippers and TSPs, we have no control over the accuracy of listings, the ability of TSPs to transport items, or the ability of shippers to send items. We cannot ensure the shipper or TSP will actually complete a shipment. We cannot and do not guarantee the ability of users to complete or fulfill any services booked through the Spots Logistics platform. Furthermore, due to the difficulty of individual authentication, especially on the Internet, we cannot and do not guarantee the verification of any user's identity. Any identity verification methods we employ are strictly on a best efforts basis and should not be solely relied upon by our users. You acknowledge and agree that any and all communications, correspondence, verbal or written or by electronic means, or any warranties or representations made regarding the arrangement of transportation services are not provided by us and are specifically and solely between You and the other user.

## 4 Access to Site and Services.

You agree that You can form legally binding contracts under applicable law. Our Services are not available to temporarily or indefinitely suspended Spots Logistics users. You acknowledge that You are at least 18 years of age. Minors may only use our Services in conjunction with their parents or guardians. Your Spots Logistics account may not be transferred or sold to another party. If You are registering as a business entity, you represent that You have the authority to bind the entity to this agreement. If You are using our Services as a Broker, you agree that you possess the authority to act as a Broker on behalf of a Shipper or TSP. Users who engage in the transportation of goods must have a valid license to operate the vehicle they intend to use. You agree that the Spots Logistics Services are for transportation services only and that work that You provide will only involve transportation services. You agree that You will not use your participation in the Spots Logistics website as a means to sell or market any types of goods or products, unless specifically allowed by Spots Logistics.

## 5 Transportation Service Providers

You must legally be able to transport the shipments You engage with through Spots Logistics. You agree that it is your sole obligation to comply with all laws, rules, statutes and regulations that may apply including any and all local, state, and federal licensing requirements. TSPs agree that, through the various products and features on Spots Logistics, they are solely responsible for all aspects of services, pricing, and terms they offer the shipper. Rates, services, and terms are solely provided by the TSPs and not by Spots Logistics. You understand and acknowledge that all shipment information is provided by other registered users and Spots Logistics has no control over or responsibility for the accuracy of this information. You are responsible for reading all of the shipment details and by booking shipments on Spots Logistics, you are entering into a legally binding agreement to complete the services as requested by the shipper.

## 6 Payments

Shippers may be given one or more payment options at the time of booking with a TSP. As a part of the Spots Logistics service, some users can make online payments to one another. Spots Logistics Payments is not an escrow service and each individual user is solely in control of payments made through Spots Logistics. In other cases, partial payment in the form of a deposit can be made through Spots Logistics with the remaining balance to be paid directly to the provider. Some users may be enrolled in Payment on Terms which allows for invoicing. Spots Logistics has no control over the payments between users or the release of funds.

### 6.1 Full Pre-funded Payment:

The Shipper pre-funds their Spots Logistics account with the total shipping price. In some case the payment is automatically released according to the agreed upon terms.

You authorize Spots Logistics to release payment in accordance with the TSP's payment terms. The funds are made available for withdrawal by the TSP's Spots Logistics account when the payment is released or the code is submitted.

When delivery is completed, Spots Logistics will release payment from their account by marking the shipment as "Delivered" or giving the payment code directly to the TSP, which is the equivalent of making a non-reversible cash payment. TSPs can only ask for the payment after the load is delivered when being paid through Spots Logistics Payments. The Shipper agrees that they will release the payment to the TSP upon delivery of the shipment regardless of damages, delays, or any other service level issue that might have occurred during transit. Spots Logistics will make commercially reasonable efforts to ensure proper disbursement of funds among shippers and TSPs; however Spots Logistics shall have no liability or be otherwise indebted to the TSP if the Shipper fails to satisfy the condition of payment, nor will Spots Logistics be liable to the Shipper for any damages, missing items, or other service level issues that occurred during the shipping process. In consideration for the costs and resources incurred by Spots Logistics in keeping the account open and undertaking such efforts, the shipper and the TSP hereby acknowledge and agree that Spots Logistics shall charge a dormancy fee on a monthly basis of 12.5%, commencing 120 days following the deposit of the payment due to TSP with Spots Logistics (the "Dormancy Fees"). In no event, shall the aggregate Dormancy Fees exceed the amount of the payment due to TSP. If, 365 days after the date of booking, commercially reasonable efforts do not result in the disbursement of funds, any remaining funds associated with the transaction(s) in question shall be deemed forfeited and shall become property of Spots Logistics for failure by the shipper to satisfy the condition to payment of releasing the payment code or term of this Agreement. If a Shipper refuses to release the payment, Spots Logistics cannot release payment without the Shipper's consent under any circumstance and the right to payment by the TSP shall then be conditioned on the Shipper's consent. It is the responsibility of both the TSP and Shipper to resolve all monetary disputes, damage claims, breach of contract claims, etc. outside of Spots Logistics. The Shipper and TSP acknowledge and agree that Spots Logistics shall not have any obligations or liability to the TSP unless Spots Logistics fails to fulfill its explicit obligations hereunder.

The foregoing shall not apply to LTL shipments where the TSP and Shipper have contracted for completion of a shipment to occur 120 days after booking; where the carrier fails to provide a Bill of Lading (BOL) to Shipper so that Shipper is unable to meet its payment obligation to the Service Provider; or on any rate adjustments that occur 120 days after booking.

#### 6.1.1 Spots Logistics Booking Deposit:

Shippers pay a Shipper's service charge and a deposit in the amount of the TSP's transaction fee to the TSP through Spots Logistics.

This deposit is credited to the TSP's Spots Logistics account. The deposit amount is then deducted from the booked shipping price and the shipper pays the remaining balance directly to the TSP at the agreed upon time. The service charge and deposit are non-refundable in the event of a completed shipment.

#### 6.1.2 Payment on Terms

Some specified shippers may be enrolled into Payment on Terms. Enrolment in Payment on Terms allows Shippers to pay for their shipment at a pre-specified duration after delivery. Upon delivery, Spots Logistics will send an invoice for each shipment to You, where you will have the opportunity to review and dispute any discrepancies directly with Your service provider. Payment by ACH or check is due within 15 days from invoice date or in accordance with Your written payment terms, unless disputed. If disputed, once the dispute is resolved, payment will be due within 24 hours if payment is still due and it's past the 15 day terms.

If You fail to complete payment according to these terms, you will be charged a late fee of 5% of the invoice amount or \$10 (whichever is greater). If payment is not received 30 days after the invoice due date, your account will be held. If payment has still not been received 60 days after the invoice due date, your account will be suspended and referred to a third-party collections agency.

By booking a shipment while enrolled in Payment on Terms, You agree that the rate is based on the information you've provided. Your invoice will be adjusted if the shipment is materially different than what you've disclosed including, but not limited to, excessive weight, different class, more items than listed, etc. You also agree to the carrier's terms and conditions. In the event of an overpayment, we will credit your account for the difference. This credit is non-refundable, and can be used towards any future shipment.

If you are enrolled in Payment on Terms and You need to cancel a shipment, you are required to contact Spots Logistics immediately to do so. If the cancellation occurs before the shipment has been picked up, you will not be invoiced for the shipment. In the event a carrier has already sent a truck to the pick up location, you may be charged a Dry Run (attempted pick-up) fee.

You may withdraw from Pay on Terms at any time once your accounts are settled. Once withdrawn from Pay on Terms, we consider this permanent, and you can only be opted back in at Spots Logistics's discretion.

#### 6.1.3 Chargebacks and Reversed Payments

In the event that a shipper successfully charges back a credit or debit card payment or reverses any other payment type, then Spots Logistics will reverse the payment within the shipper and TSP accounts and the shipment would then be treated as unpaid. If the TSP has already withdrawn funds, then this may result in an overdrawn account and will be subject to collections per Section 9.

Unwarranted chargebacks or payment reversals initiated by Spots Logistics users are prohibited and will result in the suspension of your Spots Logistics account, and may result in Spots Logistics pursuing any and all options at its disposal to collect the withdrawn funds including, but not limited to, sending your unpaid account to a 3rd party collections agency. In the event that shipping services were not performed, all users must abide by the Spots Logistics cancellation policy described in Section 10. The Spots Logistics cancellation process ensures the integrity of the feedback system and accuracy of any refund.

There are situations where a chargeback may be warranted, such as when a user feels that their card or payment method has been charged fraudulently. Prior to any chargeback initiation, Spots Logistics

must be notified by the card holder so that Spots Logistics may investigate the claim to determine if a chargeback is appropriate. A chargeback may not be filed as a replacement, or an addition to, a cancellation of a Spots Logistics transaction.

If an unwarranted chargeback of the shipper's payment is initiated and accepted by the payment processor or other entity, Spots Logistics reserves the right to charge the TSP for any costs associated with the chargeback. If a chargeback is accepted, the TSP becomes responsible for that invoiceable amount.

## 7 Pricing and Price Changes

Spots Logistics does not set or control prices offered by Shippers or TSPs. Quotes and offers Shippers receive from TSPs are required to be all-inclusive based on the information Shippers provide; however, if the actual shipment characteristics are materially different than specified by the Shipper and result in changes such as but not limited to equipment required, space required, accessorial services required, all duties, customs assessments, governmental penalties and fines, taxes, and legal costs allocable to shipments, then TSPs may invoice a different amount than the original quote, and the Booking Party shall be responsible for all additional costs incurred.

For the Less-than-Truckload (LTL) Published Rate format only, fuel surcharges shown at the time of booking are those that are in effect at the time of booking and are subject to change depending on the fuel surcharge rate effective on the actual pick-up date. In the event the shipper does not list commodity classification (class), then the density of the shipment will be calculated and converted to class based on the conversion chart per the National Motor Freight Classification Guide. Transit time will not affect the final invoice price unless specifically stated in the TSP's rules tariff. Transit times are not guaranteed by Spots Logistics. If the dimensions and/or weight of the shipment vary from the original quote, the TSP may charge additional amounts above the quoted price and the Booking Party shall be responsible for all additional costs incurred. TSPs may require the use of additional equipment and/or services to complete delivery of a shipment, in such cases, the TSP may invoice the Shipper to reflect the additional transportation costs and the Booking Party shall be responsible for payment of all additional charges. Shippers will be notified of any price changes or new fees that are requested through Spots Logistics and Spots Logistics will charge the Shipper's payment method on file within 48 hours. In the event that a shipment is re-rated and the resulting amount due is less than the amount initially quoted and paid through Spots Logistics Payments, a Spots Logistics account credit equal to the difference between the amount initially paid and the adjusted invoice amount will be applied to the Shipper's Spots Logistics account. Credits may be applied toward booking any other shipment within one year of the date of issuance, otherwise they will expire. Shippers should contact Member Support regarding refund requests, questions or concerns about their Spots Logistics account credits.

## 8 Fees

You are solely responsible for all transactions conducted through your account and for paying all fees incurred by any users of your account as well as all applicable taxes. Some features on Spots Logistics require a payment method to be on file with Spots Logistics. You authorize Spots Logistics to charge any applicable fees to the payment method(s) You provide to us. Spots Logistics reserves the right to waive or change our fees, penalties, or interest at any time. We may temporarily change or suspend our fees as a promotion and such changes are effective for the promotional period described on the Spots Logistics website.

### [8.1 Basic Accounts Fees](#)

There are no registration or subscription fees for basic shipper (personal or business), broker or carrier accounts.

### [8.2 Shipper Listing/Posting Fees](#)

Spots Logistics may collect a listing fee in order to list a shipment. The amount for such a listing fee, if any, will be displayed to users before listing any shipment.

### [8.3 Shipper Service Charges](#)

Spots Logistics may collect a Service Charge fee from the Shipper at the time of booking. The amount for such a Service Charge, if any, will be displayed to the shipper before booking. This fee is non-refundable in the event of a completed shipment.

### [8.4 TSP Transaction Fees](#)

TSPs may be charged a base transaction fee (base fees may be discounted for special programs) for shipments that are booked and completed through the Spots Logistics Services. The origin, destination, category, customer type (shipper or broker), listing date, and format (auction, fixed offer price, or published rates) of a shipment determines the applicable fee according to the TSP Transaction Fee Schedule, which may change from time to time. In the event a TSP assesses additional charges than the original booked quote due to changes in the services provided, the fee will be based upon the final assessed shipping price.

#### [8.4.1 Penalty Fees](#)

##### [8.4.1.1 TSP Excessive Cancellation Surcharge](#)

See Section 10 for the cancellation policy. TSPs that have excessive cancellations at the time a shipment is booked will have a variable surcharge added to the TSP transaction fee. The TSP's transaction fee will incur an excessive cancellation surcharge based on the TSP's previous 12 month cancellation rate on Spots Logistics. Spots Logistics reserves the right to impose an excessive cancellation fee for cancellation rates above 10% based on the schedule detailed here.

##### [8.4.1.2 Unpaid Balance Fees](#)

If, for any reason, any unpaid balances have not been received or in any manner realized by Spots Logistics on matches that have been completed by You for the services and any additional services performed by You ("Unpaid Balances"), You agree to pay such Unpaid Balance immediately. If in any billing period, we are not able to collect the full Unpaid Balance from your available Spots Logistics account balance, we reserve the right to charge your payment method on file for the balance(s) associated. Spots Logistics reserves the right to charge your account an unpaid balance penalty of 5% of the total unpaid balance or \$10, whichever is greater, and hold your account until the debt has been settled if not paid within 5 days of debt creation. If the balance remains unpaid for 30 days, the account in question will be suspended. If the unpaid balance is not addressed within 60 days, the account in question will be sent to collections.

In addition, Spots Logistics may charge interest, in the amount of 1.5% per month or fraction thereof, on any unpaid account balance that You maintain. Any partial payments made to users' account balances will first be applied to the most recent fees owed us. If at any time after 30 days we cannot collect any fees owed to us, we may suspend or terminate your account, or, at our discretion, take any additional action necessary to collect the unpaid balance. Spots Logistics reserves the right to waive or change our fees, penalties, or interest at any time. Spots Logistics also reserves the right to prevent You from changing your transactional currency until You have paid all Unpaid Balances. You also agree to pay any costs of collection incurred by us with respect to any Unpaid Balance. You also consent and authorize us to in our sole discretion make appropriate reports to 3rd party credit collection agencies, credit reporting agencies, financial institutions, tax agencies, and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution. If you are enrolled in Pay on Terms, Spots Logistics reserves the right to enforce unpaid balance fees in accordance with the repayment schedule outlined in the Pay on Terms User Agreement addendum.

## 9 Authorization to Credit and Debit Accounts

As a Shipper or TSP, You irrevocably and expressly authorize Spots Logistics to credit any monies to the account that You have identified for Spots Logistics. You agree that it is your responsibility to maintain a valid credit card or bank account on file with us while engaging in activity with the Spots Logistics Services. You agree that if You do not maintain a valid credit card or bank account on file with us during any billing attempt, You may be subject to interest and penalties per Section 8. You expressly authorize Spots Logistics to withhold any monies and/or debit any monies from any account that You have identified to Spots Logistics for any chargebacks, fees, costs, deductions, adjustments, and any other amounts owed to Spots Logistics. We reserve our rights to all actions and remedies in connection with any monies owed to Spots Logistics.

## 10 Match Cancellations and Account Credits

A cancellation may be requested by either party after a shipment is booked on Spots Logistics but before any services are performed. Cancellations should only be requested after reasonable attempts have been made to reach an agreeable solution and it is certain that the services that were booked on Spots Logistics will not be performed. When You request a cancellation, the other party will be notified and will have the opportunity to respond by either:

- accepting the cancellation and your reason;
- accepting the cancellation but providing their own reason and/or comments; or
- disputing the cancellation and requesting review by Spots Logistics staff.

If your request for cancellation is accepted by the other party, the match will be cancelled and the shipment can either be relisted or deleted. If your cancellation request is disputed by the other member, then the request will be sent to Spots Logistics and a determination will be made on allowing or not allowing the cancellation. If the other party does not respond, the cancellation and reason will be automatically accepted.

a) Refunds and Credits. For all cancelled shipments booked using the Booking Deposit payment method, the Shipper deposit and/or the shipper Service Charge will be collected by Spots Logistics as our cancellation fee. At Spots Logistics' sole discretion, and on a case-by-case basis, we may offer the cancellation fee as a discount to a future transaction; provided, however, that in such cases (i) the right to such discount shall be conditioned, and may be given in consideration for the shipper consummating a future transaction with Spots Logistics within 365 days following the issuance of such credit, and (ii) such discount shall have no cash value and shall not be transferable. A Shipper may receive a full refund of the booked shipment price and shipper Service Charge for cancelled Spots Logistics Payments transactions up to 120 days after the booking date. A refund can only be given if the Spots Logistics Payments payment code has not been released to the TSP.

b) Excessive Cancellations. Every TSP is allowed 1 cancellation for every 10 booked shipments without penalty, with your total booked shipments always rounded up to the nearest 10. Each cancellation above this allowance is considered to be excessive, and TSPs that have excessive cancellations at the time a bid is placed or offer is accepted will have a variable surcharge added to their transaction fee. The cancellation rate is equal to the total number of cancellations divided by the total number of matches. The TSP's transaction fee will incur an excess cancellation surcharge (see section 8) based on the TSP's previous 12 month cancellation rate on Spots Logistics. Cancellations do not affect the % positive feedback or overall score. The Excessive cancellation count, every cancellation in excess of the above policy will be displayed in the TSP's profile. If a Brokered Load is automatically cancelled because the shipper to broker transaction has been cancelled, the cancellation will not be posted on the carrier's profile or count as an excessive cancellation.

## 11 Bills of Lading

For certain shipments and for the convenience of the parties to a shipment, Spots Logistics generates an electronic and printable bill of lading utilizing the booking information provided by both parties for your use in tendering the shipment. The bill of lading issued in connection with each shipment is non-negotiable and shall be deemed, conclusively, to have been prepared by You, the Shipper. The parties agree that Spots Logistics does not issue the bill of lading and that Spots Logistics is not a party to the bill of lading. For certain TSPs, a failure by the shipper to provide the bill of lading generated via Spots Logistics to the selected TSP may result in the loss of the quoted rate. If the shipper makes changes to a shipment after booking, then the shipper is required to either make changes to the bill of lading or cancel the shipment and rebook with current information. TSPs shall have no obligation to honour rate quotes in any of the following instances: any alteration of the bill of lading, or tendering of shipments to any carrier other than the selected TSP, or the use of a bill of lading not generated via the Spots Logistics platform.

## 12 Carrier Cargo Claims and Carrier Limitations of Liability

As a neutral venue, Spots Logistics does not set terms specific to carrier cargo liability. Except where otherwise provided by the carrier via the Spots Logistics platform, the carrier liability for any cargo damage, loss, or theft from any cause shall be determined under the presiding, applicable law. All cargo claims should be submitted immediately by the Shipper to the selected TSP to help ensure timely resolution, and Spots Logistics shall have no liability or responsibility for same. The Shipper may not offset freight or other charges against claims for any loss, damage, misdelivery, or non-delivery. Where provided by the carrier through Spots Logistics, the liability for cargo loss offered will be determined by the individual carrier's governing General Rules Tariff or terms and conditions in effect at the time of shipment. If a shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability for cargo loss. The maximum amount that a Shipper may recover on a cargo claim will be that which is recoverable under the carrier's published liability limits and/or tariffs. The Shipper agrees that by booking a shipment on Spots Logistics they have been afforded a choice of reasonable liability rates for the protection of all freight shipped, and has voluntarily chosen the released rates and limits published by carriers through the platform.

## 13 Cargo Insurance

On certain shipments, shippers may have the option to purchase the Spots Logistics Cargo Insurance. By accepting and/or purchasing Spots Logistics Cargo Insurance during the booking process, You agree to the terms and conditions under the Spots Logistics Cargo Insurance Policy, acknowledge that You understand certain policy restrictions apply including policy claim limits, exclusions on certain commodities and exclusions on shipments entering/leaving certain countries, and agree that Spots Logistics Cargo Insurance may be included in the total price at the time of booking. You further acknowledge that, if You do not opt out of Spots Logistics Cargo Insurance, You give us the permission to submit any necessary information You provide us to the third party insurance provider. You further agree to follow the insurance claims process detailed in the policy and acknowledge that Spots Logistics cargo insurance, if purchased, is non-refundable except in the case of a completed cancellation. Spots Logistics has no responsibility, liability, or involvement in the issue of insurance, the denial of insurance, or in the processing or payment of claims.

## 14 Information You Submit

You solely are responsible for any information You provide to us or other users in the registration, shipping, transportation process, or any other use of our Services. Your personal information and any shipment listings must be true, legal, accurate, and non-fraudulent. You authorize Spots Logistics to use the information You supply to us in connection with our Services and in accordance with this Agreement. You acknowledge and agree that our Services act as a passive conduit for any and all communication and/or distribution of information. We have no control, editorial or otherwise, over any communication, information, and specifically, over the content of such communication or information. We do not and will not ensure the accuracy or reliability of such communication or information nor will we act as a monitor over the content of such communication for information. However, we do reserve the absolute right to remove or restrict any communication or information

that You may post to the Spots Logistics Services that is in violation of this Agreement, illegal, threatening, or lewd. You assume legal responsibility for all damages incurred as a result of any of your online communication or distribution of information.

Furthermore, You expressly represent and warrant the following: (1) You are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that You post on the Spots Logistics Services, or; (2) You are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. To only that extent to allow us to use your communication, content and/or information and not violate your rights in the same, You grant to us a royalty free, transferable, worldwide, perpetual, irrevocable, sub-licensable, non-exclusive license to exercise the copyright, publicity and database rights that You have in your communication, content and/or information. You further represent and warrant that any and all of your online communication, content and/or information:

- Will not violate any international, federal or state law, regulation, rule, or statute;
- Will not violate the terms of this Agreement;
- Will not infringe upon any third party's intellectual property rights including but not limited to copyright, patent, or trademark rights;
- Will not contain obscene, lewd, or suggestive content and under no circumstances will it contain pornography;
- Will not be libelous, threatening, harassing, or defamatory. This specifically includes making legal claims of any sort about Spots Logistics employees, agents, other users, or any of the Spots Logistics Services;
- Will not knowingly contain any computer hardware or software, viruses, trojan horses, worms, or any other computer programming that may interfere with the operation of our Services, operation of any of our systems, and/or create or impose a large burden or load on our Services;
- Will not scan or test the vulnerability or security of our Services or the system within which our Services operate;
- Will not be used for commercial or public purposes outside of the requirements of this Agreement;
- Will not knowingly create liability for Spots Logistics through your use of Spots Logistics' Services;
- Will not frame or link to our Services without our written permission; and
- Will not knowingly involve the upload, or insertion of, any programming language or code into or onto our Services.

a) Spots Logistics User Moderation. The Spots Logistics Services are self-policed by Spots Logistics users via a flagging system that is used to communicate the policies of the Spots Logistics User Agreement and Flagging Policies. A registered user who receives a red flag on three separate occasions is subject to suspension of their account. Spots Logistics reserves the right to edit, amend, or delete

any information posted on the Spots Logistics Services if, in the sole opinion of Spots Logistics, that it is in violation of any policy or the Community Rules and Guidelines.

b) Information Posted Publicly. Unless otherwise indicated, shipping transaction activity on Spots Logistics is intended to be made public, and You are authorizing Spots Logistics to use or repurpose this information within the scope of the Spots Logistics Services and this Agreement, including in a user identifiable manner. In order to maintain the safety, security and integrity of the Spots Logistics Service, You may not provide contact information to other users prior to booking and never on any public area of the site.

c) Information Posted Privately. For any information You provide that is expressly not intended to be made public, You grant Spots Logistics a right to use the information in aggregate or in a non-user identifiable manner pursuant to our Privacy Policy.

d) Some portions of the Spots Logistics platform implement Google Maps mapping services, including Google Maps API(s). Your use of Google Maps is subject to Google's Terms of Service.

## 15 Prohibited Activities

Spots Logistics may suspend or remove your account if we suspect that You have engaged in prohibited activities in connection with our Services. Spots Logistics reserves the right, but is not obligated, to edit, amend, or delete any prohibited or malicious content that users submit on our Services. Users may not manipulate or attempt to manipulate other user's Spots Logistics accounts. Other prohibited activities include but are not limited to:

- Requesting payment from another Spots Logistics user via instant cash transfer services (non-bank, point-to-point cash transfer services such as Western Union or Moneygram);
- Improperly influencing in any manner, or cause another to, improperly influence or manipulate in any manner the feedback of the user;
- Posting and/or copying and pasting the content of a user feedback review from the Spots Logistics Services to your own personal or business website, to any other third party website and/or on any of your own personal, business, or third party marketing/advertising materials regardless of the form;
- Posting or attempting to post, in any manner or by any means, a feedback review on your own account;
- Asking Shippers to pay off-site through another form of payment when they have already paid through Spots Logistics Payments.
- Changing, or in any way attempting to collect from users, as an additional charge to the total amount agreed upon for the services, the Spots Logistics Transaction Fee, or;

- Charging users a higher price (including taxes, service charges, or any other fees) than that which was agreed upon on Spots Logistics (provided that the shipment was as described on Spots Logistics). The booked shipment price must include ANY and ALL charges, including any taxes, fees, etc.;
- Representing or communicating to users that You are to collect the Spots Logistics Transaction Fee;
- Causing another person or entity to engage in any conduct, act or behavior intended or designed to circumvent or avoid, in any manner, our right to the Spots Logistics Transaction Fee;
- Entering into any transaction, letter of intent, or memorandum of understanding, written or verbal, formal or informal agreement, with a user, that circumvents or avoids our right to a Transaction Fee;
- Communicating or corresponding, whether by written, verbal, or electronic means, with a user, for the purpose of entering into an agreement or transaction that circumvents or avoids our right to a Transaction Fee;
- Entering personal contact information, such as but not limited to: website addresses, fax numbers, phone numbers, or email addresses;
- Using personal contact information, such as but not limited to: website addresses, fax numbers, phone numbers, or email addresses, obtained through the Spots Logistics site to offer to deliver a listed shipment off-site or to offer a shipment for delivery off-site.
- Using the Spots Logistics name on your own personal and/or business website in any manner, including in the URL
- Attempting to redirect website traffic from the Spots Logistics platform to your own personal and/or business website in any manner.

## 16 Right to Suspend or Remove Users

We reserve the absolute right to reject or suspend your participation, or remove You from your current participation, with the Spots Logistics Services at any time and for any reason or for no reason and without notice to You. We are not liable for any damage or loss resulting from such hold, suspension, or removal. An event that may result in the suspension or removal of your participation can include but is not limited to: flagging; abusive or hostile behavior; unresolved customer disputes; multiple accounts or relation to other accounts; committing fraud or violating this User Agreement; and, poor performance on the site (high cancellations or negative feedback, etc.). Spots Logistics has no obligation to disclose the reason for actions taken under this section. All decisions are final.

## 17 Feedback

For each Spots Logistics transaction, the Shipper and TSP are allowed to rate each other by leaving feedback for one another. Feedback should be left only once a shipment has been delivered. Feedback

consists of leaving one rating (positive, negative, or neutral), along with a short comment about your experience as well as star ratings based upon specific components of a TSP's service. You acknowledge that your feedback consists of comments left by other Spots Logistics users and a composite feedback number compiled by Spots Logistics. You agree that You will not use your Spots Logistics feedback in any venue other than Spots Logistics. Users should always use caution and good judgment when leaving feedback for another user because users could be held legally responsible for damages to a user's reputation if a court were to find that the remarks constitute libel or defamation. Under federal law (the Communications Decency Act), because Spots Logistics does not censor feedback or investigate it for accuracy, Spots Logistics is not legally responsible for the remarks that users post, even if those remarks are defamatory. However, this law does not protect the person who leaves the feedback from responsibility for it.

a) Feedback Calculations. Feedback scores are calculated when another user gives You a +1, 0, -1 score. Each user's overall feedback score is the difference between the number of users who left a positive rating and the number of users who left a negative rating. When a user leaves more than one of a particular type of feedback, for example three positive ratings for another user (for three different transactions), the other user's score only increases by +1. While the score is only increased by +1, each of the comments are made available for the community to read in the profile section. A user can only influence another user's feedback score by one positive, one negative or one neutral rating. For example, if You leave 3 positives and a negative, only one of the positives and one of the negatives will count against the score, netting to provide a score of 0.

b) Resolving Feedback Disputes. To maintain the integrity of the feedback system, feedback left for a user is a permanent part of that user's profile. Generally, feedback comments cannot be edited at a later date. Users should resolve any misunderstandings prior to leaving feedback, as most misunderstandings can and are resolved quickly through direct communication. There may be times when You are unhappy with, disagree with, or regret feedback that You left for another user, or that may have been left for You. If You have a disagreement over feedback that has been left, You have the following options to respond:

- Reply to Feedback Received. Share your side of the story by responding to any comment that has been left for you. Your response will be shown directly below the comment left by the other Spots Logistics user.
- Mutual Feedback Withdrawal. If both users are able to resolve a problem after feedback has been left, You can mutually agree to withdraw the feedback rating and comment. Both users must agree, and feedback will be withdrawn at the same time upon confirmation of the request by both users.
- Feedback Comment Withdrawal. Spots Logistics will remove individual feedback comments only in very rare circumstances, such as but not limited to, when they violate certain Spots Logistics policies and instances when Spots Logistics receives a valid court order to remove feedback.

## 18 Dispute Resolution

Disputes between You and Spots Logistics regarding our Services should be reported to Spots Logistics Member Support and are otherwise governed by this User Agreement. In the event that you have a dispute with another user, we will attempt to resolve any disputes through a customer service protocol. Because we are a neutral venue, however, we are not responsible for successfully resolving any disputes, nor are we responsible for any decisions made or actions taken in a reasonable effort to assist in the resolution of a dispute involving you. If You report a dispute to Spots Logistics, we will make reasonable efforts to help both parties communicate; however, all disputes must be resolved directly between You and the other party. Therefore, if we are contacted by a user who claims to have a dispute with You regarding transactions completed on Spots Logistics and they request your contact information (including but not limited to any of your provided phone numbers and/or addresses) to settle the dispute, You expressly authorize us to release your provided contact information to the Spots Logistics user and You agree to release us from any and all liability associated therewith. We encourage You to report all user-to-user disputes to law enforcement officials, or a certified mediation or arbitration entity. When appropriate, we also encourage you to report disputes involving fraud, theft, or other criminal activity to the appropriate law enforcement agencies.

## 19 Prohibited and Restricted Items

You may not list any shipment on our site that violates any applicable law, statute, ordinance, regulation, or includes prohibited items. Prohibited items are hazardous or dangerous goods that may pose a danger to health, safety, or property while being transported (such as explosives, radioactive materials, flammable gases and solids, and toxic substances). Hazardous goods that cannot be shipped through the mail or commercial carrier are not allowed on Spots Logistics. The few hazardous materials that lawfully may be transported under certain conditions (if they are properly packaged and labelled) may be listed on Spots Logistics - provided that the listing contains a clear notice of the hazardous nature of the material and a description of the planned method of shipping that complies with the law. Anyone who sends, or causes to be sent, a non-mailable or improperly packaged hazardous material can be subject to legal penalties (i.e., fines and/or imprisonment), including but not limited to those specified in 18 U.S.C.

## 20 No Agency

You hereby agree and acknowledge that your execution of this Agreement, your provision of services and/or your use of the Spots Logistics Services, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us and furthermore that no affiliation, association or connection exists between You and Spots Logistics.

## 21 Release

Should you have a dispute with one or more Spots Logistics users, You release Spots Logistics, its officers, directors, agents, advisors, attorneys, accountants, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and/or this User Agreement.

## 22 Confidentiality/Non-Disclosure

As a result of the performance of this Agreement and whether due to any intentional or negligent act or omission, we may disclose to You or You may otherwise learn of or discover, our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of our business ("Our Information"). You hereby agree and acknowledge that any and all of Our Information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by the performance of this Agreement. Any disclosure of Our Information to a third party specifically including a direct competitor is strictly prohibited. All obligations contained in this Section 22 shall survive the termination of this Agreement. Furthermore, You acknowledge that our information is proprietary, confidential, and extremely valuable to us, and that we would be materially damaged by your disclosure of Our Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that we shall be entitled to injunctive relief in addition to recovery for damages.

## 23 Taxes

You are solely responsible for any and all taxes, levies, charges, and fees incurred or that may be payable to any taxing authority in connection with the transactions hereunder, other than any income tax incurred by Spots Logistics.

## 24 Record Keeping/Audit

Spots Logistics reserves the right to keep all records of any and all transactions and communications between You and other users for administration purposes in accordance with all applicable laws and regulations. All records will be kept in accordance with applicable privacy laws and regulations.

## 25 Non-solicitation

During the term of this Agreement You shall not solicit to hire nor hire our employees of whom You become aware of through the performance of this Agreement. Furthermore, You shall not otherwise interfere with any of Spots Logistics's other business relationships including but not limited to those with other Spots Logistics users, vendors, or business associates. Specifically, You shall not knowingly, directly or indirectly, solicit or attempt to solicit, divert, and/or send marketing content to any Spots Logistics user in which you initially met through Spots Logistics.

## 26 Unsolicited Idea Submission

We always want to receive messages and feedback from Spots Logistics users and welcome any comments regarding the Spots Logistics marketplace. However, Spots Logistics policy does not allow us to accept or consider ideas, suggestions, or proposals other than those we specifically request. The intent of this policy is to avoid the possibility of future misunderstandings when new functionality and features developed internally by Spots Logistics might be similar or even identical to your idea.

If You do send Spots Logistics an unsolicited suggestion, idea, or proposal, or if You send, at the request of Spots Logistics, a comment or suggestion to improve the Spots Logistics Marketplace (for example, through discussion boards or via email) (collectively, the "Submission"), Spots Logistics will consider the Submission to be non-confidential and non-proprietary. Spots Logistics shall have no obligations concerning the Submission, contractual or otherwise (including but not limited to an obligation to keep the Submission confidential), and shall not be liable for any use or disclosure of any Submission. Spots Logistics shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to you.

## 27 Remedies

If You use our Services in violation of this agreement include, we are authorized to take action against you as a user and/or take action against your Spots Logistics account which may include, but is not limited to, the immediate removal of your shipment(s), offers, bids and/or profile, notifying our users of your actions, issuing a warning, temporarily suspending your user status, terminating your user status, and/or refusing to provide our Services to You in the future.

## 28 Limited Liability and No Warranty

You acknowledge that we cannot guarantee the continuous operation of or access to our sites, Services, or tools including those of 3rd party solution providers. You further acknowledge that operation of and access to our sites, Services, or tools including those of 3rd party solution providers may be interfered with as a result of technical issues or numerous factors outside of our control. You agree that Spots Logistics is not responsible for any failures, delays, outages, or otherwise not making the Services available at any time. You agree that You are making use of our sites, Services, and tools including those of 3rd party solution providers at your own risk, and that they are being provided to

You on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, warranties of title, and fitness for a particular purpose.

In addition, to the extent permitted by applicable law, we are not liable, and You agree not to hold Spots Logistics responsible, for any damages or losses resulting in any way from the foregoing in this section 28, or the following:

- Viruses or other malicious software obtained by accessing our Services, or tools linked to our Services including those of 3rd party solution providers;
- Glitches, bugs, errors, or inaccuracies of any kind including information and graphics obtained from or in our Services;
- The content, actions, or inactions of third parties, including items listed using our Services;
- Your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this Agreement or our policies.
- Changes to the Service availability, including planned or unplanned Service downtime.
- Changes to any Spots Logistics products, features, or Services.
- Your removal from the Spots Logistics marketplace.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to You; In such jurisdictions, it is the intent of the parties to this User Agreement to make clear that Spots Logistics's liability is extremely limited and provides its services "AS IS", and if this User Agreement is modified by any Court of competent jurisdiction to conform to local law, such modification shall be conducted while preserving the original intent of the parties as closely as possible.

33. Indemnity. You agree to indemnify and hold Spots Logistics and our officers, directors, agents, advisors, attorneys, accountants, and employees harmless from any claim or demand, including the cost of your attorneys' fees, made by any third party due to or arising out of your negligence, breach of this Agreement, misuse of Spots Logistics's Services, or violation of any law or the rights of a third party.

## 29 Legal Compliance

You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Spots Logistics Services and your listing, shipping, transporting, and solicitation of offers to ship and transport items.

## 30 Trademark and Domain Name Protection

The Spots Logistics Services contain trademarks, trade names, trade dress, service marks, domain names or other indicia of ownership (collectively the "Marks") owned or licensed for use by Spots Logistics. Unless otherwise agreed to in an Addendum to this Agreement, You agree that no right, property, license, permission, or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by You pursuant to the execution, performance or non-performance of this Agreement or any part thereof. You shall in no way contest or deny the validity of, our right of title to or license of use for, the Marks, and You shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Spots Logistics Services without express written consent. You may not use any meta tags or any other "hidden text" utilizing Spots Logistics's name or trademarks without the express written consent of Spots Logistics. You shall not use or register any domain name that is identical to or similar to any of the Marks. To the greatest extent possible, Spots Logistics's rights in our Marks and Our Information shall be enforceable and respected worldwide.

## 31 Security

Spots Logistics uses industry standard practices to safeguard your personal information, including firewalls and Secure Socket Layers (SSL). We utilize several different security techniques to protect data from unauthorized access, but we cannot guarantee the security of our system. We also do not guarantee uninterrupted or secure access to our system, as the operation of our Services can be interrupted by numerous factors outside of our control.

## 32 Governing Law

THIS AGREEMENT AND YOUR USE OF THE SERVICES SHALL BE GOVERNED BY THE LAWS OF MALAYSIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

## 33 Other Terms and Conditions

You acknowledge and agree that we have the sole discretion to set forth and post additional terms and conditions for your use of the Spots Logistics Services. You agree that any additional terms and conditions that apply to your use of our Services shall be considered an effective amendment to this Agreement and said terms and conditions shall be incorporated herein. Furthermore, You expressly agree that if there is any conflict between those additional terms and conditions and the specific terms and conditions set forth herein, the terms and conditions set forth in those additional terms shall govern.

## 34 General

This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation or arbitration involving the enforcement or interpretation of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.

## 35 Notices

All notices sent to Spots Logistics shall be sent by physical mail to: Spots Logistics, Lot 22, Lorong Perusahaan 4, Kawasaan Perusahaan Kulim, 09000, Kulim, Kedah. All notices will be sent to You using the contact information you provide, and may be sent via regular mail, e-mail, text, phone call, or fax.

Last Revised Date: 3<sup>rd</sup> Feb 2019