

## Terms of Service

PLEASE READ THIS TERMS CAREFULLY BEFORE USING OUR SERVICES. THIS CHAINSPIRIT TERMS OF SERVICES CONSTITUTES A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND CHAINSPIRIT. BY INDICATING YOUR CONSENT ELECTRONICALLY, OR ACCESSING OR OTHERWISE USING OUR SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THE TERMS OF SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT INDICATE CONSENT ELECTRONICALLY AND MAKE NO FURTHER USE OF OUR SERVICES.

This Chain Spirit Terms of Services ("Terms") govern the access to and the use of Chain Spirit Sdn Bhd's (hereinafter "Chain Spirit" or "Our" or "We" or "Us) Service Repair and Maintenance (hereinafter "SRM") by individuals or entities that utilizes our Service Repair and Maintenance. By using SRM, You confirm that You have read, understand, and agree to be bound by the Terms and the Privacy Policy.

### Definitions

1. "Affiliate" refers to an entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.
2. "Chain Spirit" refers to Chain Spirit Sdn Bhd ("Chain Spirit"), a Malaysia Corporation having its principal office at VO2-07-05, Sunway Velocity, 55100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, or an Affiliate of Chain Spirit, as applicable.
3. "Service Records Online" or "SRO" refers to the cloud-based portal site ([portal.chainspirit.com](http://portal.chainspirit.com)) for both service centres and owners to access their service centre's account and vehicle's service records respectively.
4. "Service Centre Online" or "SCO" refers to the base application utilized by the staff(s) of the service centre for their daily service operations. E.g. SCO in Lark application.
5. "Service Repair and Maintenance" or "SRM" refers to the overall product which includes but not limited to SCO, SRO, Waiting Room Dashboard, Analytics.
6. "Customer" refers to the service centre's account within SRM.
7. "Owner" refers to a service centre customer who has registered their personal & motorcycle information into SRM.
8. "Service Centre" refers to the customer's place of operation or business.
9. "Confidential Information" refers to all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
10. "Customer Data" or "Your Data" refers to any data provided by Customer that Chain Spirit processes on behalf of Customer as a Data Processor in the course of providing Services.
11. "Customer Personal Data" refers to the Customer Data relating to a person or entity (where an entity's information receives the same protection as Personal Data under applicable Data Protection Laws and Regulations).
12. "Documentation" refers to the online user guides, documentation, and help and training materials for the Chain Spirit Services, as updated from time to time, accessible at [www.chainspirit.com](http://www.chainspirit.com) or other Websites designated by Us.

13. “Order Form” refers to an ordering document or online order or subscription activation specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it Were an original party hereto.
14. “Processing” refers to any operation or set of operations which is performed upon Customer Data & Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
15. “Services” refers to the products and Services that are ordered by You under an Order Form or provided to You free of charge (as applicable) or under a free trial and made available online by Us, including associated offline and mobile components, as described in the Documentation. “Services” exclude Content and Third-party Applications.
16. “Subscription” or “Subscribe” refers to an advance payment made to Chain Spirit in order for customers to be formally considered to be using the Paid plan. The subscription also specifically refers to customers subscribing to SRM for usage, and Customers have access to their data.
17. “Terms of Service” refers to this document.
18. “User Data” means information relating to a person using Chain Spirit Services.
19. “Optional Subscriptions” refers to optional modules that can be added to the base SRM and are chargeable accordingly. In addition, they are only available to paid subscription customers.

## **Acceptance of Terms**

You must be of legal age to enter into a binding agreement in order to accept the Terms. If You do not agree to the Terms, do not use any of our Services. You can accept the Terms by checking a checkbox or clicking on a button indicating Your acceptance of the terms, or by actually using our Services. Employees or affiliates of businesses offering services that directly compete with any of Chain Spirit’s Services are expressly prohibited from accessing any Chain Spirit Services for competitive research or related activities.

## **Cloud-based Services**

SRM is a cloud-based application that offers a wide range of services that enhances the overall service operations of a service centre. These services are designed to provide easy and affordable access to applications and resources without requiring additional infrastructure or hardware. Refer to the Right of Use for any customization or localisation request.

## Services

### 1. Beta Services

We may offer certain Services as closed or open beta Services (“Beta Service” or “Beta Services”) for the purpose of testing and evaluation. You agree that We have the sole authority and discretion to determine the period for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial Services. You will be under no obligation to acquire a subscription to use any paid Service as a result of Your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to You. You agree that Chain Spirit will not be liable to You or any third party for any harm related to, arising out of, or caused by the modification, suspension, or discontinuance of any of the Beta Services for any reason.

### 2. Trial Services

We may offer Trial Services. Use of Trial Services is subject to the terms and conditions of this Terms. Please note that Trial Services are provided to You without charge up to certain limits as described in the Documentation. Usage over these limits requires Your purchase of additional resources or Services. You agree that Chain Spirit, in its sole discretion, may terminate Your access to the Trial Services or any part thereof.

Refer to the Right of Use for more information regarding each service.

## Restriction of Use

You shall not:

1. Transfer or otherwise make available to any third party the Services
2. Provide any Service based on the Services without prior written permission
3. Use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libellous, invasive of another’s privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe the intellectual property or other rights of another.
4. Use the Services for the transmission of “junk mail”, “spam”, “chain letters”, “phishing” or unsolicited mass distribution of email.

We reserve the right to terminate Your access to the Services if there are reasonable grounds to believe that You have used the Services for any illegal or unauthorized activity.

## **Intellectual Property Rights**

Chain Spirit is the licensee of all intellectual property rights in SRM and in the material published in it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. The license granted in these Terms does not constitute a transfer or sale of Chain Spirit's ownership rights of the Chain Spirit's Services.

You are only entitled to the limited use of the intellectual property rights granted to you in Chain Spirit's Terms of Services. You are only granted the right of using the SRM based on Chain Spirit's Terms of Services. You will use your best efforts to prevent and protect the right of using SRM from unauthorized use or distribution. You must not rent, lease, assign, loan, distribute, transmit, or otherwise transfer Your right of using SRM in pursuant to the Terms and You will not take any action to jeopardize, limit or interfere with the intellectual property rights.

You agree that you will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights and/or of Chain Spirit's rights and ownership thereof. You acknowledge and agree that any unauthorized use of the intellectual property rights will constitute a breach of Chain Spirit's Terms of Services and may infringe Chain Spirit's and its licensors' intellectual property rights.

Chain Spirit reserves its right to take such action as it considers necessary, including issuing legal proceedings without further notice to you, in relation to any unauthorised use of SRM.

## **Information Handling/Interchange Processes**

The following are the specific terms of services for Owners who are using the SRM's information handling and interchange processes which includes but not limited to, (i) Change of Vehicle Registration Number, (ii) Change of Contact Number, (iii) Change of Email, (iv) Change of Vehicle Ownership, (v) QR Replacement.

Chain Spirit is not liable for any theft or loss of owner's accounts caused by any information interchange process

## **Obligations of User**

Pre-requisites: You are responsible for obtaining access to the Internet and the respective equipment necessary to use the Services.

### **1. Sign-Up Obligation:**

You agree to:

- Provide true, accurate, current, and complete information about Yourself as prompted by the signup process; and
- maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete.

If You provide any information that is untrue, inaccurate, outdated, or incomplete, or if Chain Spirit has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Chain Spirit may terminate Your subscription and refuse current or future use of any or all of the Services.

## 2. Transmitted Content

You agree to be solely responsible for the contents of Your transmissions through the Services.

## 3. Use of Extension

When You enable a Chain Spirit extension that copies, modifies or displays Your data, when it can be reasonably inferred by You that this extension requires Chain Spirit to access, copy, distribute, store, transmit, or reformat Your data in order to perform the function enabled by the extension, You grant Chain Spirit rights to do so in order to provide You with the added functionality.

When You enable a Chain Spirit extension that connects to a third-party application or Service, You acknowledge that You agree to the third party's terms of service, and grant Chain Spirit permission to access, copy, reformat, transmit, and to make available to the third party in question, any data required by said third party to render Services to You. You further indemnify Chain Spirit of any liability associated with the third-party's access to and use of data provided to it on Your behalf.

## 4. Privacy Policy

User Data You provide to Chain Spirit through the Service is governed by Chain Spirit Privacy Policy. Your election to use the Service indicates Your acceptance of the terms of the Chain Spirit Privacy Policy.

## 5. Secure Use

You are responsible for the secure use of the Services. This includes securing Your account authentication credentials, protecting the security of Your data when in transit to and from the Services, and taking any appropriate steps to securely encrypt or export any of Your data uploaded to the Services. You are additionally responsible for ensuring that You do not accidentally make any private content publicly available.

You agree to use commercially reasonable efforts to prevent unauthorized access to or use of Services and notify us promptly of any such unauthorized access or use.

## 6. Legality of Data

You shall be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your data.

## 7. Compliance with Local Laws

You agree to use Services only in accordance with the documentation and applicable laws and government regulations.

## 8. Other Users Compliance

If You are agreeing on behalf of Your business, You will be responsible for the compliance of other users on the account with this agreement. If any users on Your subscription violate the terms of this agreement, Chain Spirit may terminate Your subscription and refuse the current or future use of any or all of the Services.

## Obligations of Chain Spirit

### 1. Security

Chain Spirit will maintain administrative and technical safeguards for the protection of the security, confidentiality, and integrity of Your Data. Those safeguards will include but are not limited to measures for preventing access, use, modification or disclosure of Your data by our personnel, except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the “Confidentiality: Compelled Disclosure” section below, or (c) as expressly permitted in writing by You.

### 2. Privacy of User Data

Chain Spirit commits to safeguarding any personal information relating to the individual users (Customers & Owners) of SCO and agrees to the terms defined in Chain Spirit’s Privacy Policy.

### 3. Availability

We will use commercially reasonable efforts to make the online purchased Services available 24 hours a day, 7 days a week, except for (i) planned downtime (of which We shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, the act of government, flood, fire, earthquake, civil unrest, the act of terror, strike or other labour problem (other than one involving Our employees), Infrastructure or Internet service provider failure or delay, Non-Chain Spirit Application, or denial of service attack.

## **Fees & Payment**

### **1. Fees**

You will pay Chain Spirit all the fees specified in Order Forms in accordance with the pricing and payment terms presented to you for that service. Except as otherwise specified herein or in an Order Form:

(i) fees are based on Services purchased and not actual usage

(ii) payment obligations are non-cancellable, and fees paid are non-refundable nor transferable.

### **2. Subscription**

Our Optional Subscriptions are billed on a subscription basis ("Subscriptions"). This means that You will be billed in advance on a recurring and periodic basis (each period is known as "billing cycle"). Billing cycles are generally on a monthly or annual basis depending on the subscription plan you Select when purchasing a Subscription.

### **3. Payment Retires & Account Suspension**

If Chain Spirit is not able to process payment for a cash bill, Chain Spirit will put the account in a suspended state. To re-activate Your account, You can simply pay the outstanding cash bill(s).

### **4. Sales Tax**

All fees are exclusive of taxes, which We will charge as applicable. You agree to pay any taxes applicable to Your use of the subscription service and other Services.

## **Suspension/Reactivation of Account & Services**

You may stop using the SCO at any time by ceasing the use of the SCO. In such an event, You will not be entitled to any refund of any fees that you have paid prior to You ceasing the use of SCO. We may suspend Your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, or requests by law enforcement or other government agencies. We reserve the right to suspend Your user account and deny the Services upon reasonable belief that You have violated the Terms and to deny Your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Chain Spirit reserves the right to suspend any Service Centre's account if there has not been any active transaction for 7 days in a row. Chain Spirit reserves the right to suspend any owner's portal account if there has not been any active transaction for 180 days in a row (about 6 months). Reactivation of account is possible under the terms of paying a reactivation fee of USD50 for either a Service Centre or Owner account.

## **Transfer of Funds/SCO Credits/QR Codes**

Both SCO credits & QR codes bought within a Service Centre account are not returnable nor refundable nor is it transferable to another account.

## **Data Ownership**

### **1. Data Ownership**

Chain Spirit shall retain ownership of data and records uploaded to or created through the SCO by the Customers. However, Customers still can access to their own data that they have uploaded or created using the SCO, provided they have Subscribed to SCO.

### **2. Sample Files & Applications**

Chain Spirit may provide sample data and files for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. Chain Spirit makes no warranty, either express or implied, as to the accuracy, usefulness, completeness, or reliability of the information or the sample files and applications.

## **Communications with Chain Spirit**

The Service may include certain communications from Chain Spirit, such as service announcements, administrative messages, and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide You total privacy, We also provide You the option of opting out from receiving newsletters from us. However, You will not be able to opt-out from receiving service announcements and administrative messages.

## **Confidential Information**

### **1. Confidential Information**

Your Confidential Information includes Your Data; Our Confidential Information includes our Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.



## 2. Protection of Confidential Information

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its confidential information of like kind (but not less than reasonable care) (i) to not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

## 3. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure,

the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **Modifications of Terms of Service**

We may modify the Terms upon notice to You at any time. You will be provided notice of any such modification by electronic mail or by publishing the changes on the Website terms of service. You may terminate Your use of the Services if the Terms are modified in a manner that substantially affects Your rights in connection with the use of the Services. Your continued use of the Service after notice of any change to the Terms will be deemed to be Your agreement to the amended Terms.

## **Limitation of Liability**

### **1. Limits to Liability**

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CHAIN SPIRIT AND ITS AFFILIATES TO YOU AND YOUR AFFILIATES IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE

### **2. Exclusion of Consequential and Related Damages**

YOU AGREE THAT CHAIN SPIRIT SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF CHAIN SPIRIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **Indemnification**

You agree to indemnify and hold harmless Chain Spirit, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines, and expenses (including attorney's fees and costs) arising out of or relating to any claims that You have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to Your use of the Services, except where such use is authorized by Chain Spirit.

## **Governing Law, Jurisdiction, Arbitration, and Notices**

### **1. Governing Law and Jurisdiction**

This Agreement will be governed by, construed, and enforced in accordance with the laws of Malaysia. The parties agree that Kuala Lumpur, Malaysia will be the venue of any dispute and will have jurisdiction over all parties.

## 2. Arbitration

If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by any recognized Arbitration Association under its Commercial Mediation, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## 3. Manner of Giving Notice

All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant administrators designated by You.

Notices should be sent to:

Email: [info@chainspirit.com](mailto:info@chainspirit.com)

Billing Queries: [info@chainspirit.com](mailto:info@chainspirit.com)

General Counsel: [info@chainspirit.com](mailto:info@chainspirit.com)

## **Ends of Term of Service**

Contact us for any queries pertaining to this agreement. Reach us at [info@chainspirit.com](mailto:info@chainspirit.com)