

Terms & Conditions of WAHDAH partnership

These terms and conditions (the “Agreement”) constitute a legally binding agreement between you and WAHDAH Technologies Sdn. Bhd. (“WAHDAH”, “we”, “us”, or “our”) governing your use of WAHDAH Platform (the “Platform”).

By entering into this Agreement, you understand and acknowledge this Agreement and accept all of its terms and conditions. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE PLATFORM AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL PRIOR VERSIONS OF WAHDAH PARTNERSHIP AGREEMENT.

1. The Partnership

- i. WAHDAH provides the website and the Platform, a marketplace of Car Rental and Limousine service (the “Service”) in which individuals or companies provide car rental and limousine service (the “Partners”) to those who seek transportation to certain destinations (the “Customers”). Partners and Customers are collectively referred to as “Users” of the Platform.
- ii. WAHDAH creates and establishes partnerships with Partners that provide car rental or limousine services through the Platform wherein the Partners manage their business and provide services to the Customers.
- iii. The Platform is operated by WAHDAH Technologies Sdn. Bhd. (“WAHDAH”), with its offices located at 35, Jalan MH 3, Taman Muzaffar Height, Hang Tuah Jaya, 75450 Ayer Keroh, Melaka, Malaysia. WAHDAH can be contacted via email at the following address: partners@wahdah.my

2. Modification to the Agreement

- i. The terms contained herein (the “Terms”) constitute a legally binding agreement between you and WAHDAH. WAHDAH reserves the right to modify/change these Terms at all times without prior notices to the Partners, and such modifications shall become effective upon posting. The modification shall be binding on you upon your acceptance of the modified Agreement. The modification or changes to the Terms shall remain effective as long as the Partners continue to use the Platform.

3. Eligibility

- i. Access to the Platform is opened to all individuals and companies who owned or have legal possession of vehicle/s to form partnerships with WAHDAH. By becoming a Partner of WAHDAH, you represent and warrant that you are legally eligible under the governing Laws and have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement on behalf of yourself and any entity that you may represent.

4. Terms of Use

- i. In order to be able to use the Platform, Partners will be required to create an account and provide personal information such as banking and/or credit card details. For better and real time reach, the Partner will also be required to have a Telegram application in his/her smartphone to communicate with their teams and WAHDAH’s representative/s.
- ii. The Partner may not disclose to others his/her user ID’s or personal passwords or any type of information that can give access to the Platform. You also may not allow other

person to use your account, and you agree that you are the sole authorized user of your account. WAHDAH shall not be held responsible for any wrong doings or misrepresentations appeared in the Platform due to Partners's negligence and failure to safeguard sensitive information.

- iii. In order to use all the features of the Platform, Partners need to be in possession of electronic devices such as desktop, laptop, smartphone or tablet with internet connection to operate it. Since the Platform is a web based application, any browser shall be deemed adequate to gain access and operate the Platform. For better communications, the Partners are also required to instal Telegram application for real time connectivity with WAHDAH representative. However, WAHDAH shall not at any point of time be held responsible for any disruption or disconnection or inability to access the Platform for whatsoever reason. Nonetheless, WAHDAH shall at its best to ensure the Platform is always available for the Partners to use.
- iv. The Platform is FREE for the Partners to use once the registration is completed. The completion of the registration is subject to provision of required information that need to be keyed in by the Partners into the Platform which such information shall be construed as true and valid. Any misrepresentation or misleading information provided by the Partners will be considered as breach of the Agreement and access to the Platform shall be denied with immediate effect.
- v. WAHDAH reserves the right to refuse or cancel any partnerships at its sole discretion and for any reason whatsoever which such right is also extended to the Partners of whom are entitled to close their user account at any time desired.

5. Intellectual Property (IP)

- i. Any and all intellectual property rights in the Platform and the contents thereof, will always shall be owned by WAHDAH absolutely and in its entirety. These include and not limited to database rights, copyright, design (whether registered or unregistered), trademarks (whether registered or unregistered). All other trademarks, logos, service marks, company or product names set forth in the Platform are the property of the respective Partners. You acknowledge and agree that any content uploaded (such as company profile pictures, etc) or any feedback, questions, suggestions, ideas, comments or other information ("Submissions") provided by the Partners in the Platform are non-confidential and shall become the sole property of WAHDAH.
- ii. WAHDAH logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of WAHDAH in Malaysia and/or other countries (collectively referred to as "WAHDAH Trademarks").
- iii. The Partner is not allowed to modify or alter any of WAHDAH IP rights. You agree that you will not :
 - a. Create any materials that resembles or incorporate the WAHDAH Trademarks without prior written approval from WAHDAH.
 - b. Use the WAHDAH Trademarks on or in connection with any legal or illegal product, service or activity that is in violation of any law, governments regulation or standard.
- iv. The Partner may not input, upload, post, transmit or otherwise distribute on the WAHDAH Platform or on any other part of the Service any copyrighted content on which the Partners do not own all rights, unless written permission of the author and copyright holder has been provided in advance.

6. Restrictions on Activity

- i. The Partners are entitled to use the Platform for lawful purposes only and may not

(attempt to) violate any local, national or international law or regulation, including but not limited to those related to copyright, trademark, obscenity, privacy, and information security.

- ii. The Partners may not knowingly introduce viruses or other harmful programs or files and shall exercise reasonable care to avoid doing so knowingly or unknowingly.
- iii. The Partner may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform.

7. Personal Information

- i. Some of the Partners' personal data (collectively referred to as "Data") may be collected by WAHDAH for the purpose of security and operational matters. The data controller is WAHDAH, whose identity, address and contact details are mentioned above (see clause 1.3).
- ii. The Data will or may be collected upon registration with WAHDAH shall include among others identity, company profile picture, email address, company details (office location etc.) which the Data mentioned herein is non-exhaustive. This Data will be processed for the purposes of operation and management of the Partners' account and for the Platform. The email address may also be used to notify the Partners on any changes or anything related to the Services.
- iii. Sensitive Data such as Bank account or credit card will also be collected upon registration with WAHDAH and will be used for the purpose of processing payments collected by WAHDAH and reimbursement to the Partners as well as refunds to the Customers.
- iv. Partners are entitled to request at any time to access and rectify their Data. Partners can exercise these rights through their Partner Account or by contacting WAHDAH.
- v. Any information you provide, publish or post to or through the Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any WAHDAH-related Facebook, Twitter or other social media posting)(your "Information") shall be construed as a consent from you for WAHDAH to use your Information to create and manage your account in the Platform.

8. Disclaimers

- i. WAHDAH provides the Service on an "as is" basis, without express or implied warranty regarding quality, accuracy, correctness, relevance, merchantability, fitness for a particular purpose or non-infringement.
- ii. To the largest extent permitted by applicable law, WAHDAH nor its managers, employees and other contractors give you any express or implied warranty as to the operation of the Service, including whether the Service will be available at any particular time or location, uninterrupted, free of virus or error free, and whether errors will be corrected;

9. Communications with WAHDAH

By becoming a Partner, you agree to receive any type of communication from us. This include via e-mail, text messages, calls, and push notifications from any App messenger, including but not limited to Telegram and WhatsApp messenger. You also agree that texts, calls or prerecorded messages may be generated by automatic dialing systems.

10. **Payment & Claim**

i. EARNING PAYMENTS

- a. WAHDAH shall not compensate you for any rental you made via the Platform.
- b. WAHDAH only reward or assign rental to you based on your vehicle availability and your readiness to serve the Customers.
- c. Payment received by WAHDAH from the booking/rental/sale will be reimbursed to you at 85% of the value from the rental made excluding security deposit. The final payment, however, shall be subject to further negotiation in the event of peak season, vehicle upgrade, promotion etc.

ii. MAXIMUM PAYMENTS

- a. The maximum amount of payment that Partners are entitled for is limited to 85% from the total amount of the rental in which the rental price to the Customers have been agreed upon by the Partners and WAHDAH prior to publication.
- b. These limitation may be changed at any time at WAHDAH discretion, and may be communicated to you through the Platform, email, Telegram apps or phone number associated with your account.
- c. It is your responsibility to familiarize yourself with the current maximum payment limitations if you choose to refer new Users to the Platform.

iii. PAYMENT ADJUSTMENT

- a. WAHDAH reserves the right to adjust, withhold or deny any payment of the rental obtained in the event that WAHDAH determines or believes that the payment was made in error or earned in violation of this Agreement or any applicable laws.
- b. WAHDAH decision to adjust or withhold the rental in any way shall be exercised in a reasonable manner.

iv. CLAIM

- a. Any claim that being forwarded to WAHDAH must meet certain requirements before it can be processed.
- b. The claim MUST be supported by evidence for further consideration. Any claim without strong and clear evidence will not be entertained. The evidence can be in the forms of receipt, clear images, etc.
- c. WAHDAH can only accept claim made within 15 days from the date of the claim.

v. PAYMENT METHOD

- a. WAHDAH will process all payments due to you through its third party payment processor. You acknowledge and agree that such amount shall not include any interest and will be net of any amount that we are required to withhold by law.
- b. Any payments will be processed and credited into partner bank account within 3-5 working days (every Monday). WAHDAH shall not be held responsible for any delay in the payment process due to any reason or whatsoever.
- c. The payments will be transferred into the partner bank accounts that had been registered in the system.

11. **Indemnity**

You will defend, indemnify, and hold WAHDAH including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your partnerships with WAHDAH, including your breach of this Agreement or your violation of any law or the rights of a third party. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

12. **Liability**

IN NO EVENT WILL WAHDAH, INCLUDING AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "WAHDAH" FOR PURPOSE OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGE FOR CORRUPTION, LOSS OF PROGRAMS, DELETION, FAILURE TO STORE ANY DATA, LOSS OF DATA MAINTAINED BY THE PLATFORM AND THE PARTNERSHIPS).

13. **Severability**

If any part of the Terms should be found invalid or unenforceable, for any kind of reason whatsoever, the remaining parts of the Terms shall remain valid and enforceable as if the invalid or unenforceable provision had not been included therein.

14. **Waiver**

The failure of WAHDAH to enforce the right or provision of the Terms will not be deemed a waiver of such right or provision.

15. **Confidentiality**

You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of any technical, financial, strategic and other proprietary and confidential information relating to WAHDAH's business, operations and properties ("Confidential Information") disclosed to you by WAHDAH. You shall not disclose or permit disclosure of any Confidential Information to third parties and prevent it from falling into the public domain.

16. **Relationship with WAHDAH**

- i. You agree and acknowledge that you and WAHDAH are in direct business relationship, and the relationship between the parties under this Agreement is solely that of the independent contracting parties. You and WAHDAH expressly agree that:
 - a. This is not an employment agreement and thus, does not create an employment relationship between you and WAHDAH.
 - b. This is not a joint venture, franchisor-franchisee or agency relationship created by this Agreement.
 - c. You have no authority to bind WAHDAH, and you undertake not to hold yourself out as an employee, agent or authorized representative of WAHDAH.
- ii. The partnership does not entitle for you to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions pertaining any bonus, stock option, profit sharing, insurance or similar benefits for WAHDAH's employees.

17. **Warranty and Representation**

You hereby represent and warrant that you will comply with all applicable laws and regulations (including copyright and trademark laws and anti-spam laws) in connection with your Partnership with WAHDAH and you will not use the Platform or anything in connection

with the Partnerships with WAHDAH for any unauthorized or illegal purposes.