

BEFORE YOU CLICK ON THE "I AGREE" BUTTON, PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY CLICKING ON THE "I AGREE" BUTTON, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS AND YOU SHALL BE BOUND BY THE SAME. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, DO NOT CLICK ON THE "I AGREE" BUTTON OR DOWNLOAD OR USE THE APPLICATION OR SERVICES.

1. GENERAL

- 1.1 This agreement, and all schedules and appendices attached or referred hereto, if any ("**Agreement**") is an agreement between you ("**you**" and "**your**") and Community Marketplace Technology Sdn. Bhd. (Company Registration No.:1190958-H) having its principal office at Unit 8-7, Oval Damansara, Jalan Damansara, 60000, Kuala Lumpur, which operate under the brand myrapidTap, hereinafter known as "**CMT (myrapidTap)**".
- 1.2 This Agreement shall govern, among others, (i) the provision of the CMT (myrapidTap) Services (as hereinafter defined); and (ii) your use of the System (as hereinafter defined).

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Business Day	means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the Federal Territory of Kuala Lumpur;
CMT (myrapidTap) Services	mean the services to be provided by CMT (myrapidTap) through the System, including without limitation the services provided by CMT (myrapidTap) to facilitate the relevant Merchant and you to enter into the Contract for the supply of Goods and/or Services with each other;
Contract for the supply of Goods and/or Services	means the agreement formed between the relevant Merchant and you through the System for the provision of Goods and/or Services;
Contract Sum	means the sum to be paid by you to CMT (myrapidTap) for any Contract for the supply of Goods and/or Services, which is collected by CMT (myrapidTap) on behalf of the relevant Merchant;
Fees	mean the fees payable by you to CMT (myrapidTap) for the CMT (myrapidTap) Services, including without limitation all administration and transaction fees as may be imposed by CMT (myrapidTap) and/or its supplier from time to time;
Goods and/or Services	mean the goods and/or services displayed, listed and/or to be offered by the Merchant to you through the System including myrapid bus and train/railway services;
Information	means any information, details, direction, content, dimensions, data, maps, locations, photographs, text, descriptions, specifications, audio or video clips, graphics, and/or other materials;
Intellectual Property Rights	mean all rights, titles and/or interests in, to and/or under patents, registered designs, designs, copyrights, names, marks, trade names, trademarks, service marks and logos and all other intellectual, industrial and/or proprietary rights;
Merchant	means a person who is registered with and approved by CMT (myrapidTap) as a merchant;

Myrapid	means bus, train/ railway services operated by Prasarana Malaysia Berhad, inclusive of RapidKL, RapidPenang, RapidKuantan, RapidKamunting and RapidRail.
PDPA	means the Personal Data Protection Act 2010;
Personal Data	shall have the meaning prescribed to it in the PDPA;
Privacy Policy	means the policy published by CMT (myrapidTap) on the System governing the processing of Personal Data;
System	means all software and system developed and/or operated by CMT (myrapidTap) for the purpose of providing the CMT (myrapidTap) Services, including without limitation the User App;
Representatives	means the servants, employees, officers, agents, contractors, workmen, personnel and/or representatives of the relevant party;
User Account	means the account created and used by you to access the User App;
User App	means the user mobile application developed and/or operated by CMT (myrapidTap) as part of the System for you to use to access the System and/or CMT (myrapidTap) Services; and
User Registration Processes	mean the registration processes set out by CMT (myrapidTap) for you to register a User Account with CMT (myrapidTap);

2.2 In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular include the plural and vice-versa;
- (b) words denoting natural persons include bodies corporate and unincorporated;
- (c) references to any legislation or to any provision of legislation shall include any modification or re-enactment of that legislation or any legislative provision substituted for, and all regulations and statutory instruments issued under such legislation or provision;
- (d) headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (e) references to any party to this Agreement or any other agreement or instrument shall include that party's successors and permitted assigns;
- (f) no rule of construction or interpretation applies to the disadvantage or detriment of the party having control or being responsible for the preparation of this Agreement; and
- (g) any words following the terms including, include or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

3. CONTRACTUAL RELATIONSHIPS

3.1 If you wish to have full access to CMT (myrapidTap) Services, you shall create a User Account with CMT (myrapidTap) in accordance with the User Registration Processes. Upon the submission of all Information required by CMT (myrapidTap) and successful registration, you may be given access to the System and/or CMT (myrapidTap) Services by logging in to your User Account. CMT (myrapidTap) shall have the right to refuse to register you in its sole and absolute discretion.

- 3.2 You shall be solely responsible for keeping the username and password of the User Account confidential and secured at all times and shall immediately notify CMT (myrapidTap) of any unauthorised access to the User Account.
- 3.3 Unless expressly agreed by CMT (myrapidTap) each person is limited to one User Account. No User Account may be created on behalf of or in order to impersonate another person. Should CMT (myrapidTap) discover that such a fraudulent account has been created, CMT (myrapidTap) will immediately delete the account and reserves the right to take any further remedial action, including without limitation informing the relevant authorities, without any liability on the part of CMT (myrapidTap).
- 3.4 You may be asked to provide additional verification or information during the application and/or registration process.

Contract for the Supply of Goods and/or Services

- 3.5 It is agreed between the parties that:
- (a) all Contract for the Supply of Goods and/or Services are strictly made by you and the relevant Merchant to the full and absolute exclusion of CMT (myrapidTap);
 - (b) CMT (myrapidTap) is not and shall not act as an agent for you or the Merchant and CMT (myrapidTap) will not make any efforts, or engage in any activity, or undertake any action whatsoever with a view to directing, influencing or managing the Contract for the Supply of Goods and/or Services save and except for the collection of the Contract Sum on the Merchant's behalf; and
 - (c) CMT (myrapidTap) shall not be made liable for any failure or breach by the Merchant of the Contract for the Supply of Goods and/or Services in any manner whatsoever.

4. PAYMENT

- 4.1 In consideration of the CMT (myrapidTap) Services, you shall pay the Fees to CMT (myrapidTap) through the System.
- 4.2 You shall pay the relevant Contract Sum to CMT (myrapidTap) for any Contract for the supply of Goods and/or Services, which is collected by CMT (myrapidTap) on behalf of the relevant Merchant by following the payment process set out in the User App.
- 4.3 You shall not be entitled to set off any payment due to CMT (myrapidTap) against any claim made by or payments due to you.
- 4.4 In the event that the e-wallet feature ("**E-Wallet**") is made available to you through the System, you may top-up your E-Wallet through your User Account up to the maximum limit allowed by the System or any amount prescribed by any applicable law from time to time, whichever lower provided always that you shall maintain a minimum amount of RM5.00 stored in your E-Wallet at all times for the purposes of transit payments. You may use the value stored in your E-Wallet to purchase any Goods and/or Services.
- 4.5 Failure to maintain the minimum amount required in your **E-Wallet** may disentitle or bar you from using the CMT (myrapidTap) services.

5. OBLIGATIONS

- 5.1 Without prejudice to other rights CMT (myrapidTap) may have under this Agreement or in law, in the event that you are found to be in breach of any of the terms contained in this **Clause**:
- (a) CMT (myrapidTap) shall be entitled to immediately suspend or terminate your use of the System and/or CMT (myrapidTap) Services and forfeit any payment due or owing to you;

- (b) CMT (myrapidTap) shall have the right to remove any Information (reviews or comments etc) submitted or uploaded by you to the System; and
- (c) you shall indemnify CMT (myrapidTap) in full and hold CMT (myrapidTap) harmless against all claims, loss, costs, damages, charges and/or expenses (including loss of profit) incurred and/or suffered by CMT (myrapidTap) and/or the Merchant as a result of such breach.

General Obligations

5.2 You shall, at your own cost and expense:

- (a) procure all necessary hardware to be used in connection with the System;
- (b) comply with all applicable law, regulations, and all rules, policies, guidelines and instructions as may be imposed by all relevant governmental bodies and authorities from time to time; and
- (c) comply with all guidelines, rules, regulations, policies, instructions and procedures in connection with the System and the CMT (myrapidTap) Services as imposed or may be imposed from time to time by CMT (myrapidTap) at their absolute discretion.

Use of the System/CMT (myrapidTap) Services

5.3 Except as expressly permitted under this Agreement and for the purpose of this Agreement, you shall:

- (a) not copy or attempt to copy the System except where such copying is incidental to the normal use of the System, or where it is necessary for the purpose of back-up or operational security. If the System is copied in accordance with this Agreement, to keep all copies of the System secured and to maintain accurate and up-to-date records of the number and locations of all copies of the System and to include our copyright notice on all entire and partial copies you make of the System on any medium;
- (b) not (and shall not attempt to) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the System;
- (c) not make or attempt to make alterations or modifications to the whole or any part of the System, or permit the System or any part thereof to be combined with, or become incorporated in, any other programs; and
- (d) not (and shall not attempt to) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the System.

5.4 You shall not and shall not attempt to:

- (a) use the System and/or the CMT (myrapidTap) Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with or not authorised by this Agreement, or act fraudulently or maliciously;
- (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the System and/or transmit or distribute any virus through or into the System;
- (c) use the System and/or the CMT (myrapidTap) Services or any part thereof for any purposes other than for the purpose of and to the extent permitted under this Agreement. The System and/or the CMT (myrapidTap) Services shall not be commercialised in any manner whatsoever;
- (d) misuse the System and/or the CMT (myrapidTap) Services or hack into any aspect of the System in any manner whatsoever;
- (e) send, advertise or publish any unsolicited advertising or promotional content through or on the System and/or the CMT (myrapidTap) Services or any part thereof without CMT (myrapidTap)'s written approval; and

- (f) use the System and/or the CMT (myrapidTap) Services or any part thereof in a way that could: (i) damage, disable, overburden, impair or compromise CMT (myrapidTap)'s systems, software and/or security; or (ii) interfere with other users' use and enjoyment of the System and/or the CMT (myrapidTap) Services.

Information submitted by you

- 5.5 You shall ensure that all Information provided by you to CMT (myrapidTap) is true, complete, accurate and up-to-date.
- 5.6 You shall not transmit or post or cause to be transmitted through or posted on the System and/or the CMT (myrapidTap) Services or any part thereof any Information which is or may be unlawful, technologically harmful, threatening, abusive, defamatory, vulgar, obscene, profane or otherwise objectionable, which encourages or may encourage conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law.
- 5.7 By submitting or uploading any Information on or through the System and/or CMT (myrapidTap) Services, save and except for any Personal Data which is to be processed in accordance with the Privacy Notice, you automatically grant, or warrant that the owner of such Information has expressly granted, CMT (myrapidTap) the royalty-free, perpetual, irrevocable, non-exclusive right and license to reproduce, share, publish and distribute such Information (in whole or in part) on or through the System. Pursuant to the Credit Reporting Agencies Act 2010 ("**CRA**"), you hereby also grant your consent for CMT (myrapidTap) to obtain and/or disclose any Credit Information (as defined in the CRA) relating to you from and/or to RAM Credit Information Sdn Bhd or any source deemed appropriate to verify your credit history in relation to your credit application or transaction with CMT (myrapidTap) for the following purposes (but not limited to): opening of account, credit evaluation, credit/account review, credit/account monitoring, debt recovery purposes, scoring solutions, legal documentation and/or action consented to a contract or facility granted. This consent shall remain applicable as long as you are maintaining an account/loan/credit/any transaction with CMT (myrapidTap).

Contract for the Supply of Goods and/or Services

- 5.8 You shall:
 - (a) promptly refer any conflict, dispute or issue in connection with the Contract for the Supply of Goods and/or Services to CMT (myrapidTap) and comply with any instruction as may be given by CMT (myrapidTap) in respect of such conflict, dispute or issue. In any event, you shall use your best endeavour to resolve any conflict, dispute or issue in connection with the Contract for the Supply of Goods and/or Services fairly and amicably; and
 - (b) comply with any instructions, guidelines and/or policies as may be published or provided by CMT (myrapidTap) in connection with the Contract for the Supply of Goods and/or Services from time to time.
- 5.9 Except with the relevant Merchant's agreement in writing, you shall not modify or cancel any Contract for the Supply of Goods and/or Services formed between you and the relevant Merchant.

6. LINKS

- 6.1 The System or any Services may contain links to other independent third-party sites. Such third-party sites are not under CMT (myrapidTap)'s control, and CMT (myrapidTap) shall not be responsible for any Information contained therein.

7. PERSONAL DATA

- 7.1 All Personal Data collected by CMT (myrapidTap) will be processed by CMT (myrapidTap) in accordance with the Privacy Policy and PDPA.
- 7.2 To the extent that any of the data or information extended to you by CMT (myrapidTap) and/or collected or processed by you on behalf of CMT (myrapidTap), pursuant to this Agreement, consists of Personal Data, you agree to: (i) comply with the requirements of the PDPA, and shall

not conduct yourself in such a manner as to cause CMT (myrapidTap) to be in breach of its obligations (as a “data user”) under the PDPA, (ii) observe CMT (myrapidTap)’s published policies on Personal Data protection from time to time, (iii) not cause or permit the Personal Data to be transferred whether inside or outside Malaysia without the prior written consent of CMT (myrapidTap) and the data subject, (iv) on reasonable request by CMT (myrapidTap), give CMT (myrapidTap) access to any Personal Data, and (v) immediately notify CMT (myrapidTap) if you become aware of a breach or possible breach of your obligations in relation to the processing of Personal Data under this Agreement. This Clause shall survive the termination of this Agreement.

8. CONFIDENTIALITY

- 8.1 You undertake to and shall keep all Information of any kind, whether in machine readable or visually readable form, oral or otherwise and whether or not labelled as “Confidential”, received from CMT (myrapidTap) or disclosed to you under this Agreement confidential (including the terms and conditions contained in this Agreement) (“**Confidential Information**”) and shall not disclose such Confidential Information to any other person or third party, save where (i) such Confidential Information is required to be disclosed by you to any person on a need to know basis for you to perform your obligations in connection with the Contract for the supply of Goods and/or Services or for the purpose of this Agreement, (ii) disclosure is required by law, or (iii) CMT (myrapidTap) had consented to such disclosure in writing. In the event that any Confidential information is disclosed to any third party in accordance with this clause, you shall ensure that such third party have been duly apprised of the requirements of this Clause and are bound to keep such Confidential Information confidential as required in this Agreement and you shall be fully responsible for any unauthorized disclosure by such third party.
- 8.2 Notwithstanding the foregoing, such Confidential Information shall not include Information that: (i) was, at the time of its disclosure by CMT (myrapidTap) to you, already in your possession (free of any obligation to keep it confidential); (ii) is independently developed by you, (iii) is or becomes generally available to the public other than as a result of a breach of this Agreement by you; or (iv) becomes available to you on a non-confidential basis from a source other than CMT (myrapidTap); provided, however, that such source is not to your knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the CMT (myrapidTap).
- 8.3 All Confidential Information shall solely be used for the purpose of this Agreement. This Clause shall survive the termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All existing Intellectual Property Rights of CMT (myrapidTap), its contractors, partners, services providers, suppliers, or licensors (if any) shall belong and remain with its respective owner. Nothing in this Agreement shall transfer or assign such Intellectual Property Rights to you.
- 9.2 All Intellectual Property Rights created and/or developed pursuant to this Agreement by CMT (myrapidTap) shall belong absolutely to CMT (myrapidTap).
- 9.3 You shall not, whether by yourself or through any other person, engage in any conduct which will infringe the Intellectual Property Rights of CMT (myrapidTap) or those of any third party in relation to your use of the System and/or the CMT (myrapidTap) Services. You shall be solely liable for any damage resulting from any infringement of any Intellectual Property Rights, or any other harm resulting from such conduct.
- 9.4 You shall use any Information and/or properties made available to you by CMT (myrapidTap) under this Agreement in which any of CMT (myrapidTap)’s Intellectual Property Rights subsist solely for the purpose of and only to the extent permitted by this Agreement. This Clause shall survive the termination of this Agreement.

10. CONSUMER PROTECTION

- 10.1 Notwithstanding anything contained herein, if the Consumer Protection Act 1999 (“**Act**”) applies and if you are dealing as a consumer under the Act (consumer shall have the meaning prescribed to it by the Act, “**Consumer**”), (a) CMT (myrapidTap) gives you such implied warranties under

the Act that cannot be excluded by the Act; (b) this Agreement is only intended to exclude or limit the remedies and rights you may have to the maximum extent permitted by the Act; and (c) nothing in this Agreement is intended to exclude or limit CMT (myrapidTap)'s liability to you for any loss or damage arising from (i) CMT (myrapidTap)'s negligence; or (ii) CMT (myrapidTap)'s breach of any express or implied terms of this Agreement without adequate justification.

11. DISCLAIMER

- 11.1 Information may be furnished to CMT (myrapidTap) by third party, including without limitation the Merchant and other users of the System. While CMT (myrapidTap) shall use all reasonable endeavours to ensure that such Information is communicated to you in its original form as supplied by the third party, CMT (myrapidTap) does not warrant that the said Information is accurate, complete, reliable, current, or error-free. Any typographical, clerical or other error or omission contained in the System and/or CMT (myrapidTap) Services shall be subject to correction without any liability on CMT (myrapidTap)
- 11.2 To the maximum extent permitted by all applicable law and the Act, the System, CMT (myrapidTap) Services and all Information made available to you by CMT (myrapidTap) via the System and/or CMT (myrapidTap) Services are provided on an "as is" and "as available" basis, without warranty of any kind, and CMT (myrapidTap) hereby disclaims all warranties and conditions with respect to the System, the CMT (myrapidTap) Services and Information made available to you by CMT (myrapidTap) unless otherwise specified in writing.
- 11.3 In relation to the provision of the System and/or CMT (myrapidTap) Services, CMT (myrapidTap) does not warrant that:
- (a) the functions contained in the System and/or CMT (myrapidTap) Services will meet your requirements;
 - (b) the operation of the System and/or CMT (myrapidTap) Services will be uninterrupted or error-free; and
 - (c) any defects in the System and/or CMT (myrapidTap) Services will be corrected.
- 11.4 You understand that advice or recommendations are a matter of opinion and may not represent the true application, quality or feature of a particular service, as such you accept that any advice or recommendation given by CMT (myrapidTap), its employees or agents is followed or acted upon entirely at your own risk, and accordingly CMT (myrapidTap) shall not be liable for any such advice or recommendation.

12. LIMITATION OF LIABILITY

- 12.1 To the maximum extent permitted by law and the Act,
- (a) CMT (myrapidTap) shall not be liable to you for any costs, loss, damages, claims, fines, penalties, liabilities and/or expenses howsoever arising from the provision of any Information made available to you by CMT (myrapidTap) through the System;
 - (b) in no event shall CMT (myrapidTap) be liable for any indirect, incidental, punitive and/or consequential damages and/or losses, loss of profit, goodwill, production and/or revenue and/or any other type of special losses and/or damages howsoever arising whether or not such losses and/or damages were reasonably foreseeable or CMT (myrapidTap) had been advised of the possibility of same occurring; and
 - (c) CMT (myrapidTap)'s maximum and cumulative total liability (including any liability for acts and omissions of its Representatives) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses howsoever arising under this Agreement shall not exceed RM50 or the relevant Fees paid by you for the CMT (myrapidTap) Services in dispute whichever is higher.

13. INDEMNITY

- 13.1 You agree to defend, indemnify and hold CMT (myrapidTap), its related corporations, contractors, successors, assigns, and third parties, and each of their respective directors, officers, employees and agents harmless from and against all costs, loss, damage, claims, fines, penalties, liabilities or expenses, including attorneys' fees, arising howsoever under this Agreement including without limitation arising from or in connection with negligence, omission, breach of this Agreement, or breach of any applicable laws, regulations, rules and guidelines on your part. For the avoidance of doubt, nothing in this clause shall prevent or restrict CMT (myrapidTap) enforcing any other rights and obligations owed to it under this Agreement.
- 13.2 CMT (myrapidTap) shall also recover from you any losses incurred by CMT (myrapidTap) due to either directly or indirectly caused by you.

14. FORCE MAJEURE

- 14.1 CMT (myrapidTap) shall not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the CMT (myrapidTap)'s obligations under this Agreement, if the delay or failure was due to any cause beyond CMT (myrapidTap)'s reasonable control, including but not limited to:
- (a) fire, act of God, storm, explosion, earthquake, flood, tempest, accident or other natural disaster;
 - (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - (c) acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - (d) strikes, lock outs or other industrial actions or trade disputes;
 - (e) the Merchant's fault; and/or
 - (f) telecommunication, transportation, power supply, or system disturbances or failures, or breakdown in machinery affecting the System or any part thereof.

15. TERMINATION

- 15.1 Without prejudice to any other rights that CMT (myrapidTap) may have under this Agreement or at law, CMT (myrapidTap) may immediately terminate this Agreement by notice in writing if:
- (a) By mutual agreement;
 - (b) you are in breach of any of the terms and conditions of this Agreement and such breach is not remedied by you within thirty (30) days' of CMT (myrapidTap)'s written notice; or
 - (c) you shall pass a resolution for winding up or becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration, including without limitation bankruptcy proceedings, or if a receiving order is made against you or you make any arrangement or composition with your creditors.
- a.** Notwithstanding the foregoing, CMT (myrapidTap) reserves the right to immediately suspend or cease your access to the System, CMT (myrapidTap) Services or any part thereof, with or without notice and at its absolute discretion, and shall have no liability or responsibility to you in any manner whatsoever if:
- i.** CMT (myrapidTap) is of the opinion that your performance of any of the Contracts for the Supply of Goods and/or Services is not satisfactory in CMT (myrapidTap)'s sole discretion; or
 - ii.** CMT (myrapidTap) is of reasonable opinion that your use of the System and/or CMT (myrapidTap) Services will cause disturbances to other users or any of the Merchants or otherwise cause any disturbances to CMT (myrapidTap) in providing any services to other third parties.

- b.** Upon termination:
 - (a) all rights granted to you under this Agreement shall cease;
 - (b) you shall immediately cease all activities authorised by this Agreement;
 - (c) you shall immediately destroy or, at CMT (myrapidTap)'s request, promptly return all CMT (myrapidTap)'s Confidential Information which is in your possession and to certify to CMT (myrapidTap) that you have done so and
 - (d) there shall be no claims against each other except for any claims due to antecedent breaches hereof.

(d) VARIATION

- a. CMT (myrapidTap) shall have the right at any time to add, delete, amend, or modify this Agreement, or any part thereof, or to impose new conditions, including, but not limited to, adding or increasing fees and charges for access and use. Such addition, deletion, amendment, or modification shall be effective immediately upon notice thereof, which may be given by means of, including, but not limited to, posting on the System, or by electronic or conventional mail, or by any other means by which you obtain notice thereof (any use of the System by you after the issuance of such notice shall be deemed to constitute acceptance of this Agreement with such addition, deletion, amendment, or modification) unless CMT (myrapidTap) receives any notice from you stipulating your disagreement to such addition, deletion, amendment, or modification, in which case either party shall be entitled to terminate this Agreement.
- b. CMT (myrapidTap) shall have the right at any time to change or discontinue any aspect or feature of the System and/or CMT (myrapidTap) Services, including, but not limited to, content, hours of availability, and equipment needed for access and use.
- c. No amendment or variation of this Agreement by either party shall be valid and binding unless approved in writing by both parties.

(e) NOTICES

- a. Except as otherwise agreed or provided in this Agreement, all notices and other communications to be given to any party pursuant to this Agreement shall be in writing and in English language and shall be valid and sufficient if dispatched or sent to the address, email address or facsimile notified by the other party or made available to the other party through the System. Such notice shall be deemed to have been served (a) if delivered personally, the next Business Day after it has been delivered; (b) if sent by registered mail or courier, five (5) days after dispatch; (c) if sent by facsimile, upon receiving the confirmation report stating successful transmission of the facsimile if sent before 5p.m. on a Business Day and if sent after 5p.m. on a Business Day or on a non-Business Day, the next Business Day; or (d) if sent by e-mail, upon successful delivery of the email and recorded as a sent email if sent before 5p.m. on a Business Day and if sent after 5p.m. on a Business Day or on a non-Business Day, the next Business Day.
- b. Notwithstanding anything to the contrary in this Clause, notification by way of email shall not be applicable to or valid with respect to any legal, notices, claims, demands, suits, actions and/or proceedings.

(f) ENTIRE AGREEMENT

- a. This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing relating to the subject matter hereof and no representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as set out in this Agreement.

(g) ASSIGNMENT, NOVATION, DELEGATION AND SUBCONTRACTING

- a. You shall not assign or transfer this Agreement or any of your rights or obligations hereunder, or delegate or subcontract the performance of any of your obligations under this Agreement to a third party without CMT (myrapidTap)'s prior written consent.

(h) NO WAIVER

- a. No failure or delay on the part of a party in exercising any rights or remedies under this Agreement at any time or for any period of time nor any knowledge or acquiescence by a Party of, or in, any breach of any provision of this Agreement shall operate as or be deemed to be a waiver thereof nor shall a waiver by that party of any breach constitute a continuing waiver in respect of any subsequent or continuing breach. A provision of right or remedy under this Agreement may not be waived except in writing signed by the non-defaulting party.

(i) SUCCESSORS AND ASSIGNS

- a. This Agreement shall be binding upon the parties and their permitted legal assigns and successors in title.

(j) SEVERABILITY

- a. Any term condition stipulation provision covenant or undertaking contained in this Agreement which is illegal, invalid or unenforceable shall be fully severable and ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof which shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. Where any provision of, or the application of any provision of this Agreement is illegal or unenforceable or deemed to be illegal or unenforceable, the provision shall continue to apply with the necessary modification in order that the provision is legal, valid and enforceable provision.

(k) NO AGENCY/PARTNERSHIP

- a. Nothing in this Agreement shall create, or be deemed to create, a joint venture, partnership or the relationship of principal and agent between/among the parties. No party has any authority to act, make representations or bind or contract on behalf of any/the other party.

(l) GOVERNING LAW

- a. The construction, validity and performance of this Agreement shall be governed in all respects by the law of Malaysia. The parties hereto submit to the exclusive jurisdiction of the courts of Malaysia.

(m) SURVIVAL

- a. The covenants, conditions and provisions of this Agreement which are capable of having effect and which shall by its nature survive after the expiration of this Agreement shall remain in full force and effect following the expiration of this Agreement.

RIDER- For myrapid bus and train/railway users/passengers

Terms & Conditions

1. As a passenger of myrapid bus or train/railway services using the CMT (myrapidTap) services I agree to this terms and Conditions at all times.
 2. I understand that I shall maintain a minimum amount of RM 5.00 in the transit **E-WALLET** at all times for the purpose of transit QR generation.
 3. I shall not allow any other person to piggyback on my account when using the myrapid bus/train services.
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