

General Terms & Conditions

1 June 2023

The following terms and conditions govern your use of the platform, solutions, products, mobile software, and other software provided on or in connection with the applications, website and services collectively known as “Services” made available by Tagy Tech Sdn. Bhd. 201901011249 (1320577-X) a private limited company established in Malaysia, having its office at Unit D-3-4, Level 4, Block D, Setiawalk, Persiaran Wawasan, Pusat Bandar Puchong, 47160 Puchong Selangor DE, Malaysia, hereinafter referred to as “Tagy”. These Terms apply to all Account Holders, visitors, users, and all others who access the Services.

1. Contractual Relationship

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within any country in the world (excluding the United States and its territories and possessions and the People’s Republic of China) of application, websites, content, products, and services (the “Services”) made available by Tagy.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, AS THEY MAY BE MODIFIED OR AMENDED FROM TIME TO TIME BY TAGY AT THE WWW.TAGYASIA.COM WEBSITE (THE “SITE”) IN ITS DISCRETION. ANY SUCH AMENDMENTS TO THESE TERMS BECOME EFFECTIVE AT THE TIME THEY ARE POSTED TO THE SITE, AND EACH TIME YOU ACCESS OR USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AS AMENDED. **IF YOU DO NOT AGREE, YOU SHOULD DISCONTINUE USE OF THE SERVICES IMMEDIATELY.**

Your access and use of the Services constitutes your agreement to be bound by these Terms without qualification and exception, which establishes a contractual relationship between you and Tagy. If you do not agree to these Terms, you may not access or use the Services. Tagy may immediately terminate the Services to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the Services if required. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the Services.

Tagy may amend the Terms related to the Services from time to time without further notice. Amendments will be effective upon Tagy’s posting of such updated Terms at this location or the amended policies or supplemental terms on the Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms. Upon termination for any reason or no reason, you continue to be bound by these Terms.

Our collection and use of personal information in connection with the Services is as provided in Tagy’s Privacy Policy located at <http://www.tagyasia.com>.

2. The Services

The Services constitute a technology platform that enables users of Tagy's mobile applications or website provided as part of the Services (each, an "Application") to store all kinds of Asset records/information, locate support Services, Assist, Emergency contact information/user location, facilitate the claim of loyalty points and vouchers from Tagy, independent third party service providers, including independent suppliers and independent third party logistics provider under agreement with Tagy or certain of Tagy's affiliates ("Third Party Providers").

Unless otherwise agreed by Tagy in a separate written agreement, with you, the Services are made available solely for your personal and non-commercial use.

3. License.

Subject to your compliance with these Terms, Tagy grants you a limited, on-exclusive, non-sub-licensable, revocable, non-transferrable license to:

- a. access and use the Applications on your personal device solely in connection with your use of the Services; and
- b. access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal and non-commercial use. Any rights not expressly granted herein are reserved by Tagy and Tagy's licensors.

4. Restrictions

You may not:

- a. remove any copyright, trademark or other proprietary notices from any portion of the Services;
- b. reproduce, modify, prepare derivative works based upon, distribute, license, lease, lease all, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Tagy;
- c. decompile, reverse engineer or disassemble the Services;
- d. link to, mirror or frame any portion of the Services;
- e. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
- f. attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

5. Third Party Services and Content

The Services may be made available or accessed in connection with third party services and content that Tagy does not control. These includes, various information and services provided under the category "Services, Assist & SOS". You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Tagy does not endorse such third party services and content and in no event shall Tagy be responsible or liable for any products or services of such third party providers.

The verification of Third Parties Services & Assist providers' details are made through phone calls, emails or any other suitable communications and Tagy is NOT responsible for the accuracy of the information provided.

Additionally, Apple Inc, Google Inc, Microsoft Corporation, BlackBerry Limited and/or their applicable International subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

6. Ownership

The Services and all rights therein are and shall remain Tagy's property or the property of Tagy's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights:

- (i) in or related to the Services except for the limited license granted above; or
- (ii) to use or reference in any manner Tagy's company names, logos, product and service names, trademarks or services marks or copyrights of Tagy's licensors.

7. Your Use of the Services

User Accounts

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Tagy certain personal information, such as your name, photos, email address, mobile number and contact/correspondence address. In order to use the Services, you are also required to submit information in connection with your Asset such as registration/ identification number, photos, insurance and road tax records/information, maintenance and fuel records/information and other related information about the Asset.

We may also collect analytics data, or use third-party analytics tools, to collect information sent by your browser, including the pages you visit, your use of third-party applications, and other information that assists us in analyzing and improving our Services. When you access our Site and use our Services by or through a mobile device, we may receive or collect and store a unique identification number associated with your device (for example, a UDID, IDFA, Google Advertising ID or similar), mobile carrier, device type and manufacturer, and phone number.

You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services to its full capacity. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.

User Requirements and Conduct

The Services is not available for use by persons under the age of 18. You may not authorize third parties to use account. You may not assign or otherwise transfer your Account to any other persons or entity.

However, you can transfer/share all/any part of the record/information pertaining to the Asset to anyone you think deem fit to have that information/records.

Text Messaging/Push Notification.

By creating an Account, you agree that the Services may send you text (SMS) messages or push notification as Part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages or push notification from Tagy at any time at your mobile Settings. You acknowledge that opt-in or opt-out of receiving text (SMS) messages or push notification may impact your use of the Services.

User Provided Content

Tagy may, in Tagy's sole discretion permit you from time to time to submit, upload, publish or otherwise make available to Tagy through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Tagy, you grant Tagy a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Tagy's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that:

- a. you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Tagy the license to the User Content as set forth above; and
- b. neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Tagy's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that may be deemed defamatory, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Tagy in its sole discretion, whether or not such material may be protected by law. Tagy may, but shall not be obligated to, review, monitor, or remove User Content, at Tagy's sole discretion and at any time and for any reason, without notice to you.

8. Cancellation of Services.

You may cancel the Services at any time upon activation of Deactivation button in App Settings. IF YOU WANT TO PRESERVE YOUR CONTENT, YOU MUST COPY/EXPORT/SAVE IT BEFORE DELETING YOUR ACCOUNT. YOUR CONTENT MAY NOT BE RECOVERABLE ONCE YOUR ACCOUNT IS DELETED.

9. Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Tagy does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

10. Disclaimers; Limitations of Liability; Indemnity

DISCLAIMER.

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”. WE TRY TO KEEP TAGY UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING TAGY ON AS IS BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT TAGY WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT TAGY WILL ALWAYS FUNCTION WITHOUT DISTRUPTIONS, DELAYS OR IMPERFECTIONS. TAGY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR TAGY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You agree to indemnify and hold Tagy, its shareholders, officers, directors, employees and agents harmless from any and all injuries, claims, demands, losses, liabilities, damages and expenses (including attorneys’ fees) arising out of or in connection with:

- a. your use of the Services or services or goods obtained through your use of the Services;
- b. your breach or violation of any of these Terms;
- c. Tagy’s use of your User Content; or
- d. your violation of the rights of any third party, including Third Party Providers.

11. Other Provisions

Notice.

Tagy may give by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Tagy by written communication to Tagy’s address at Unit D-3-4, Level 4, Block D, Setiawalk. Persiaran Wawasan, Pusat Bandar Puchong, 47160 Puchong Selangor DE, Malaysia.

Severability

If any provision of these Terms and Conditions is unlawful, void or unenforceable, it will not affect the validity and enforceability of any other provision. These Terms and Conditions set forth the entire agreement regarding all the matters discussed herein. Since these Terms & Conditions are subject to change and you will be bound by such changes, you should periodically visit this section to review the current Terms & Conditions of use.

Jurisdiction

These Terms & Conditions of use and any dispute in relation thereto shall be governed and construed in accordance with laws of Malaysia.

Please direct questions about these terms & conditions to info@tagyasia.com

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