

Terms of Service

A legally binding agreement between you and us

Please read these Terms of Service carefully before using the Service offered by PTA-Transport.com. **BY USING THE SERVICE IN ANY WAY, BY AUTHORIZING OR PERMITTING ANY AGENT TO ACCESS OR USE THE SERVICE OR BY SUBSCRIBING TO ANY SERVICE PLAN, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN** ("Terms of Service", "These Terms"), which also incorporate by this reference **PRIVACY POLICY**

PTA-Transport.com reserves the right, at any time, without notice to You: (1) to modify or update any of the Terms of Service, said modification or update being effective upon its posting on the Site; (2) to suspend or terminate operation of or access to the Service, or any portion of it, for any reason; (3) to modify or change the Service, or any portion of it; and/or (4) to interrupt the operation of the Service, or any portion of it, as necessary to perform maintenance or for any other purpose.

Your continued use of the Service shall be considered your acceptance to the revised Terms of Service. **SHOULD YOU OBJECT TO ANY OF THE TERMS OF SERVICE OR ANY SUBSEQUENT MODIFICATIONS, YOUR ONLY RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE SERVICE.**

If any individual enters these Terms on behalf of a company, organization, or another legal entity ("Entity"), said individual agrees to these Terms of Service for that Entity and represents to PTA-Transport.com that he/she has the authority to legally bind such Entity and its Affiliates.

Definition

When used in these Terms with the initial letters capitalized, in addition to terms defined elsewhere in these Terms, the following terms shall have the following meanings:

- **Account** means all PTA-Transport.com accounts created by User or on behalf of User by Agents.
- **Affiliates** means any and all Entities wherever incorporated which is a parent company, a subsidiary and/or an associated company.
- **PTA-Transport.com** means PTA-Transport.com Enterprise. and its Affiliates.
- **Agent** means an individual authorized by a User to use the Service through any of the Account.
- **API** means the application programming interfaces developed and enabled by PTA-Transport.com that permits User to access certain functionality provided by the Service including but not limited to the PTA-Transport.com REST API that enables the interaction with a PTA-Transport.com instance automatically through HTTP requests and the PTA-Transport.com application development API that enables the integration of a PTA-Transport.com instance with other web applications.

- **Confidential Information** means all information disclosed by User and/or Agents to PTA-Transport.com or by PTA-Transport.com to User or Agents which is in tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.
- **Data** means all electronic data, text, messages or other materials submitted to the Service by You, Agents and End-Users in connection with Your use of the Service.
- **Documentation** means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by PTA-Transport.com to You, Agents or End-Users through the Site or otherwise.
- **End-User** means any person or entity with whom User or Agents interact using the Service.
- **Form** means any Service Order of PTA-Transport.com executed or approved by User with respect to subscription to the Service, which form may detail, among other things, the number of Agents authorized to use the Service under the applicable Service Plan.
- **Other Services** means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or to which User may connect or enable in connection with the Service, including, without limitation, certain Other Services which may be integrated in the Service.
- **Released Parties** means PTA-Transport.com, and its officers, directors, shareholders, employees, agents, and successors
- **Service** means any and all services provided by PTA-Transport.com to User including but not limited to the use and access to the Site, PTA-Transport.com tracking and notification services and tools such as Software, API and any Documentation. Any new or modified features added to the Service are also subject to these Terms.
- **Service Plan** means the specific plan for which You subscribe, whether free of paid, as detailed on the Site, and the portion of the Service associated with said plan.
- **Site** means www.tracking.my and any all other websites owned or operated by PTA-Transport.com and/or its Associates.
- **Software** means any and all software(s) provided by PTA-Transport.com to User, Agents or End-Users.
- **Subscription Term** means the period during which the User has agreed to subscribe to the Service as detailed in the Service Plan.
- **User, You, Your** means any individual or Entity using the Site and/or the Services, whether said individual or Entity subscribes to a free or paid Service Plan or has no Account.

Access and use of the service

2.1 Subject to the agreement and the compliance by User and Agents with these Terms, User and Agents have the right to access and use the portion of the Service provided by PTA-Transport.com for free and with no subscription, as detailed on the Site. During the Subscription Term and subject to compliance by User, Agents and End-Users with these Terms, Users and Agents have the limited right to access and use the portion of the Service consistent with the Service Plan. User's right to access and use the API may also be subject to the restrictions and policies implemented by PTA-Transport.com from time to time with respect to the API as set forth in the Documentation.

2.2 An Internet connection is required for proper transmission of the Service. User is responsible for procuring and maintaining the network connections that connect the network to the Service, including, but not limited to, "browser" software that supports protocols used by PTA-Transport.com, including Secure Socket Layer (SSL) protocol or other protocols accepted by PTA-Transport.com. PTA-Transport.com is not responsible for any modification or compromise of data, including Your Data, caused by the transmission across computer networks or telecommunications facilities which are not owned, operated or controlled by PTA-Transport.com. PTA-Transport.com assumes no responsibility for the reliability or performance of any connections described in this clause.

2.3 You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than authorized Agents and End-Users; (b) use the Service to process data on behalf of any third party other than Agents or End-Users; (c) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (d) falsely imply any association or partnership with PTA-Transport.com, (e) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights; (f) use the Service to send unsolicited or unauthorized junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (h) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of the Software, the Site or the Service; (j) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Service to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); (l) try to use, or use the Service in violation of these Terms; (m) obtain or attempt to obtain any materials, documents or information, including namely but not exclusively personal identification, password and other information of any other User through any means not purposely made available through the Service; (n) probe, scan, or test the vulnerability of any system or network of PTA-Transport.com or breach any security or authentication measures, avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by PTA-Transport.com to protect the Service, Site or Software (o) misrepresent yourself, your age or impersonate any other individual or entity.

2.4 The Service is not available to individuals who are younger than 18 years old.

2.5 User is responsible for compliance with the provisions of these Terms by Agents and End-Users and for any and all activities that occur under the Account, as well as for Your Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to store and transmit Your Data is compliant with all applicable laws and regulations. User also maintains all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for its purposes. Access to and use of portion of the Service may be restricted to the specified number of individual Agents permitted under the applicable Subscription Plan. User agrees and acknowledges that each Agent will be identified by a unique username and password ("Login") and that an Agent Login may only be used by one (1) individual. User will not share an Agent Login among multiple individuals. User and Agents are responsible for maintaining the confidentiality of all Login information related to the Account.

2.6 PTA-Transport.com reserves the right, in PTA-Transport.com's discretion, to temporarily suspend Your access to and use of the Service: (a) during planned downtime for upgrades and maintenance; (b) during any unavailability of the Service caused by Force Majeure events or circumstances; (c) if PTA-Transport.com suspects or detects any malicious software or file connected to Your Account or use of the Service by You, Agents or End Users; (d) for any other reason which PTA-Transport.com deems reasonable. PTA-Transport.com will use commercially reasonable efforts to schedule planned downtime for weekends (Pacific time zone) and other off-peak hours. PTA-Transport.com will use commercially reasonable efforts to communicate in advance the planned downtime periods to Users.

Data Privacy & Security - Confidentiality

3.1 Subject to the express permissions of these Terms, You and PTA-Transport.com will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, PTA-Transport.com and User may only use the other party's Confidential Information solely to exercise their respective rights and perform their respective obligations under these Terms and shall disclose such Confidential Information solely to those of their respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information.

3.2 PTA-Transport.com will maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Your Data.

3.3 You agree that PTA-Transport.com and the service providers PTA-Transport.com uses to assist in providing the Service to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display, and disclose Your Data solely to the extent necessary to provide the Service, including, without limitation, in response to Your support requests. Any third party service providers **AJIO Database Logistics Systems** powered by Native Synergy utilizes will only be given access to Your Account and Your Data as is reasonably necessary to provide the Service.

PTA-Transport.com may also access or disclose information about the Account, Your Data, User, Agents or End Users in order to (a) comply with the law or respond to lawful requests or legal process; (b) protect PTA-Transport.com's or its customers' or partners' rights or property, including enforcement of these Terms or other policies associated with the Service; (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

3.4 PTA-Transport.com collects certain information about the Account, Your Data, User, Agents and End-Users as well as the devices, computers and other tools used in connection with the Service. PTA-Transport.com uses, discloses, and protects this information as described in PTA-Transport.com Privacy Policy, the current version of which is available at WWW.PTA-TRANSPORT.COM/PRIVACY

Intellectual Property Rights

Subject to these Terms of Service, PTA-Transport.com hereby grants You a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Service for Your non-commercial use. The rights granted herein are subject to Your compliance with these Terms of Service. The Service is being licensed to you and you hereby acknowledge that no title or ownership in the Service is being transferred or assigned and these Terms of Service are not to be construed as a sale of any rights in the Service.

PTA-Transport.com shall maintain all rights, title, and interest in and to PTA-Transport.com patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights. PTA-Transport.com shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations, or other feedback PTA-Transport.com receives from You. PTA-Transport.com reserves all rights not expressly granted to You.

All content of the Service, Site or Software including, but not limited to, all text, graphics, user interfaces, visual interfaces, photographs, product and virtual product descriptions and design, FAQs, videos, logos, PTA-Transport.com Trademarks, sounds, music, artwork, computer code and programming (collectively, "Content"), including the arrangement of such Content, is owned, controlled or licensed by or to PTA-Transport.com, and is protected by trade dress, copyright, and trademark laws, various other intellectual property rights and unfair competition laws. Except as expressly provided in the Terms of Service or authorized by PTA-Transport.com in a written agreement, no Content or part of Content may be copied, duplicated, sold, resold, reverse engineered, decompiled, reproduced, modified, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way through any media whatsoever.

All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any

products, services, processes, or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by PTA-Transport.com.

Third Party Services

If You decide to enable, access or use Other Services, be advised that Your access and use of such Other Services is governed by the terms and conditions of such Other Services, and PTA-Transport.com does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Other Services, including, without limitation, the accuracy, completeness or authenticity of the information contained or the manner in which the service providers of such Other Services handle data, including Your Data, or any interaction between You and the service provider. You irrevocably waive any claim against PTA-Transport.com with respect to such Other Services. PTA-Transport.com is not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access, or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting PTA-Transport.com to disclose Your Login as well as Your Data as necessary to facilitate the use or enablement of such Other Service.

The Service may contain features and functionalities that may link You or provide You with access to third party content which is completely independent of PTA-Transport.com, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet in general. Your interactions with organizations or individuals found on or through the Service are solely between you and such organizations or individuals. You should make whatever investigation You feel necessary or appropriate before proceeding with any interaction with any of the third parties providing Other Services. You agree that PTA-Transport.com is not responsible or liable for any loss or damage of any kind or nature incurred as the result of any such dealings.

If there is a dispute between Users, or between Users and any third party, You understand and agree that PTA-Transport.com is under no obligation to become involved. In the event that You have a dispute with any other User, You hereby release the Released Parties from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected, and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes.

Billings & Plans Modifications

6.1 In Order to subscribe to paid Service Plans, User shall buy Credits as described on the Site. Credits for "Pay as You Go" (prepaid) accounts shall not expire unless the Account stays inactive for a period of more than 12 months in which case said Account will be deleted. If the Account has no more credits, PTA-Transport.com may downgrade, suspend or terminate access to the previously accessible portion of the Service in connection with the previously chosen Service Plan.

6.2 If User elects to downgrade the Service Plan, User is entitled to keep the Credits of the Account. However, downgrading the Service Plan may cause loss of content, features, or access to specific portions of the Service that may have been previously available to User. PTA-Transport.com does not accept any liability for such loss.

6.3 Unless otherwise provided by PTA-Transport.com in writing, charges do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). User is responsible for paying Taxes except those assessable against PTA-Transport.com based on its income. PTA-Transport.com will invoice User for such Taxes if PTA-Transport.com has or believes it has a legal obligation to do so and User agrees to pay such Taxes if so invoiced.

6.4 If User pays by credit card, the Service provides an interface for the account owner to insert or change credit card information. The User will receive a receipt for each confirmed payment. If User pays by credit card, User agrees that PTA-Transport.com will use a third-party intermediary to manage credit card processing.

Termination

PTA-Transport.com reserves the right in its sole discretion to terminate Your Account, delete Your profile and any of Your Data and restrict Your use of all or any part of the Service for any or no reason, without notice, and without liability to you or anyone else. If PTA-Transport.com terminates Your account for no reason, PTA-Transport.com will reimburse You for unused Credits. If User does not log in to the Account for 12 or more months, PTA-Transport.com may treat the Account as "inactive" and permanently delete the Account, Your Data and any other data associated with it. PTA-Transport.com reserves the right to block users from certain IP addresses or device numbers and prevent access to the Service. Your license terminates immediately if You attempt to circumvent any technical protection measures used in connection with the Service or You otherwise use the Service in breach of these Terms of Service.

Warranty

YOU AGREE THAT USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES DISCLAIM ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH THE SERVICE OR ANY LINKS ON THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES DISCLAIM ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SERVICE.

THE RELEASED PARTIES WILL HAVE NO LIABILITY FOR NAMELY BUT NOT EXCLUSIVELY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF PTA-TRANSPORT.COM SERVERS OR OF ANY PERSONAL OR FINANCIAL INFORMATION; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICE; (e) ANY COMPUTER VIRUSES OR MALICIOUS CODE THAT MAY BE TRANSMITTED ON OR THROUGH THE SERVICE; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY FUNCTIONALITY OR CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SERVICE.

THE RELEASED PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PRODUCT OR SERVICE RECOMMENDED, ADVERTISED, OR OFFERED ON OR THROUGH THE SERVICE OR ANY LINKED WEBSITE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PTA-TRANSPORT.COM OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS OF SERVICE.

As some jurisdictions do not allow disclaimer of certain warranties, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

Limitation Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF PTA-TRANSPORT.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED ARISING OUT OF OR IN CONNECTION WITH OTHER SERVICES RECEIVED THROUGH THE SERVICE OR ANY LINKS ON THE SERVICE, AND WITH RESPECT TO DAMAGES IN CONNECTION WITH INFORMATION RECEIVED THROUGH THE SERVICE OR ANY LINKS ON THE SERVICE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

In some jurisdictions, some of the foregoing limitations may not apply.

Indemnity of PTA Transport

You agree to indemnify and hold the Released Parties harmless from any demands, liability, claims or expenses, including attorneys' fees and court costs, made by any third party due to or arising out of or in connection with: (a) any information (including Your Data or any other data) that you or anyone using your Account submit, post, or transmit on or through the Service; (b) the use of the Service or Other Services by you or anyone using your Account; (c) the violation of these Terms of Service by you or anyone using your Account; or (d) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your Account. PTA-Transport.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If PTA-Transport.com does assume the defense of such a matter, You will reasonably cooperate with PTA-Transport.com in such defense.

Force Majeure

PTA-Transport.com will not be held liable for any delays or failure in performance of any part of the Service, from any cause beyond PTA-Transport.com's reasonable control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

Applicable Law

The Service is operated from Malaysia. User access to the Service is governed by all applicable Malaysia laws. All information available on the Service may also be subject to the laws of the country where you reside. Access in countries where the information, services or products provided on the Service are illegal is prohibited. By using the Service, regardless of where you live in the world, you consent to have your personal data transferred to and processed and collected in Malaysia in compliance with PTA-Transport.com Privacy Policy. These Terms of Service will be governed by and construed in accordance with the laws of Malaysia, without giving effect to any conflict of laws rules or provisions. If any dispute arises relating in any way to the use of the Service or to these Terms of Service, the parties will attempt to resolve any claim or dispute through negotiation with persons fully authorized to resolve the dispute. If the parties are unable to resolve the dispute through negotiation within a reasonable time after written notice from one party to the other that a dispute exists, the dispute shall be subject to the exclusive jurisdiction of the courts of Malaysia.

Other Provisions

If any provision in the Terms of Service is held invalid, the remainder of the Terms of Service shall continue to be enforceable. If any provision in the Terms of Service is deemed unlawful, void, or unenforceable, then that provision is deemed severable from the Terms of Service and the remaining provisions are still valid and enforceable. The failure of PTA-Transport.com to enforce any right or provision of these Terms of Service will not prevent PTA-Transport.com from enforcing such right or provision in the future. PTA-Transport.com may assign its rights and obligations under these Terms of Service, including in connection with a merger, acquisition, a sale of assets or by operation of law.