

TERMS & CONDITIONS FOR THE REGISTRATION OF [POS LAJU SEND PARCEL MODULE]

These terms and conditions (“T&C”) are entered between Pos Malaysia Berhad (“**Pos Malaysia/We/Our**”) and yourself (“**you/your**”) when you register and create an account with Pos Malaysia (“**Account**”) for the use of the [Pos Laju Send Parcel Module] services (“**Services**”) offered by Pos Malaysia.

You hereby consent and hereby confirm that you have obtained the necessary consents and approvals (if any) from our directors/owners and partners for the purpose of opening the Account.

By signing up, you represent that you have either reached the age of "majority" or "legal responsibility" where you live or have valid parent or legal guardian consent to be bound by these T&C.

By using and/or continuing to use the Account, you agree and acknowledge to comply with and be bound by these T&C. We may from time to time update or revise these T&C without prior notice to you and any updates will be made available to you at our website at www.pos.com.my or when you log in into your Account.

1. ACCOUNT

- 1.1 When you register for the Account, you are able to purchase our Pos Laju prepaid packages where you are entitled to many benefits based on package you subscribed.
- 1.2 We respect the privacy of the information and personal data provided by you to us. For the detailed Personal Data Protection Notice, kindly visit our website at www.pos.com.my. The Personal Data Protection Notice outlines how we collect, use, handle and protect the information and personal data given to us and in compliance with the Personal Data Protection Act 2010.
- 1.3 Each individual is only allowed to have one (1) personal account and each company is only allowed to have one (1) company account. Individuals or companies with duplicated accounts will be suspended without prior notice.
- 1.4 You agree not to use any false, inaccurate or misleading information when signing up for the Account.

- 1.5 You shall be liable for all transactions conducted under your Account. Your Account is for your own usage of the Services and is not for you to resell the Services, in whole or in part to any third party using the Account. Your Account is not transferable or to be assigned to any third party.
- 1.6 We reserve the rights at any time without being liable to you or any third party to suspend, in our sole and absolute discretion, to restrict your Account for such time as we see fit or terminate, discontinue or disconnect your Account if your usage is for (i) unlawful activities or for suspected fraudulent activities; (ii) non-personal purposes such as for commercial gains and (iii) if you breach these T&C or any of the Services terms and conditions. In the event that your Account is terminated, all credits in your account will be forfeited.
- 1.7 You must immediately to us at the feedback tab of your Account, upon the discovery of any fraud, theft or unauthorised usage of your Account or any other occurrence of unlawful nature in respect of the use of your Account and the Services within 24 hours from such discovery.

2. PACKAGES

- 2.1 With the Account, you may purchase the prepaid packages made available by us for the usage of the Services.
- 2.2 Once you purchased a package, your prepaid package cannot be refunded or exchanged or redeemed for cash.
- 2.3 Each package has its expiry date as stated in the respective packages. After the expiry of your package, usage of the Services will be charged at our published rate.
- 2.4 You hereby agree that we may change and/or migrate your Account existing package to another package as we deem fit at our sole and absolute discretion at any time. In such event, we will notify you of the effective date of the said change and/or migration.

3. SERVICES

3.1 Weight Composition

- 3.1.1 All Article must comply and correspond with our volumetric weight measurements as stipulated in http://www.Pos_Laju.com.my/ship-with-us/# .“Article” shall mean a letter, a package, a parcel, a wrapper or a container that can be collected, transmitted and delivered through the network of Pos Malaysia.

- 3.1.2 We reserve the right to refuse to provide the Services if your Article does not comply and correspond with the above.

3.2 Right to Refusal

To the extent permitted under the law, we reserve the right to refuse to provide the Services to you or to refuse to accept your Article of any particular class, character or nature whatsoever from you at our sole and absolute discretion without any notice or without any obligation to justify such refusal.

3.3 Original/Important/Official Documents

- 3.3.1 Use of the Services for any items in its original form, official and/or important documents, including but not limited to any national identity registration cards or MyKads, passport, birth/marriage certificates, account/cheque book, road tax, academic certificates and/or tender documents are at your own risk.
- 3.3.2 You expressly understand and agree that we shall be excluded from any liabilities arising from any claims against delay or loss or destruction or damage to the abovementioned Article, whether in whole or in part.

3.4 Fragile Article

- 3.4.1 Use of the Services for any fragile Article such as Article which is easily broken or damaged is not recommended and if you assert on using the Services for fragile Article, you shall be solely responsible in ensuring that your fragile Article are properly and securely packed and labelled accordingly.
- 3.4.2 You expressly understand and agree that we shall be excluded from any liabilities arising from any claims against loss or destruction or damage to your fragile Article and you shall indemnify and keep us indemnified in the event that your said fragile Article causes damage to any other article within its proximity or to our personnel.

3.5 Liquid or Non-Solid Article

- 3.5.1 Use of the Services for liquid or non-solid article (of any kind including water, alcohol, gels, creams, aftershaves and perfumes) are prohibited.
- 3.5.2 You expressly understand and agree that we shall be excluded from any liabilities arising from any claims against loss or destruction or damage to your liquid or non-solid Article and you shall indemnify and keep us indemnified in the event that your said liquid or non-solid Article causes damage to any other article within its proximity or to our personnel.

3.6 Dangerous Goods and/or Prohibited Items

- 3.6.1 Use of the Services for Article that can be classified as dangerous goods and/or prohibited items under any relevant written laws, rules, regulations or guidelines by the relevant authorities in Malaysia or destination countries are prohibited from carriage by post is strictly prohibited unless such Article is accompanied with proper and valid documentation and safely packed in accordance the prescribed guidelines at our website at www.pos.com.my.
- 3.6.2 “Dangerous Goods” shall be as defined by the International Air Transport Association Dangerous Goods Regulations (DGR) which includes any amendments, updates or supplements that may be issued from time to time) and “Prohibited Items” shall mean any goods and/or Article that are prohibited by the laws, regulations and/or authority of the country of origin and/or country of destination. For a more detailed description of “Dangerous Goods” and “Prohibited Items”, please visit our website at www.pos.com.my.
- 3.6.3 Notwithstanding the foregoing, the classes of goods or Article which are categorised as Dangerous Goods and Prohibited Items may be changed, amended or updated from time to time and we reserve the right to amend or change or modify or add or remove the classes of goods or Article which are categorized as Dangerous Goods or Prohibited Items at any time and from time to time without prior notice to you. You are advised to visit www.pos.com.my to determine whether the your Article falls within the category of Dangerous Goods or Prohibited Items.
- 3.6.4 We reserve the right to refuse, reject or terminate the Services at any time and at our sole and absolute discretion if we deem or consider or has reasonable belief that your Article or any part thereof contains any of the Dangerous Goods or Prohibited Items. In such event, we will not be responsible for any loss or partial lost or damage or destruction of your Article.
- 3.6.5 You expressly understand and agree that you are liable for any liabilities arising from any claims losses, fines, penalties, damages suffered or incurred by us as a result of breach of this condition including but not limited to costs, fees, expenses, claims incurred in connection with the return, disposal, destruction, seizure or detention of your Article towards us for the Services of any Dangerous Goods or Prohibited Items and that you shall indemnify and keep us indemnified in the event that your Article contains Dangerous Goods or Prohibited Items and causes loss or destruction or damage to any other Article within its proximity or to our personnel.

3.7 Posting of Dangerous Goods and/or Prohibited Items

- 3.7.1 Posting of any Dangerous Goods and/or Prohibited Items would only be allowed if:
- (a) all the necessary and required approvals, permissions and clearances have been obtained from all relevant authorities from both the country of origin and the country of destination,
 - (b) the posting of the Dangerous Goods and/or Prohibited Items have been declared and accompanied with all original supporting documents evidencing the said approval, permission and clearance, and
 - (c) the Dangerous Goods and/or Prohibited Items are appropriately packed, marked and labelled according to the applicable local, state, and federal laws, regulations, ordinances and rules.
- 3.7.2 We reserve the right to refuse posting of such Article at any time at our sole and absolute discretion if we deem or consider that the declaration and/or the accompanying supporting documents are incomplete, insufficient and/or inadequate, whether or not the said posting has been accepted by us.
- 3.7.3 We shall not be liable in any manner whatsoever in the event we decide not to accept posting and/or to continue with posting and/or if any posting is returned, destroyed or detained by any authority at the country of origin and/or country of destination.
- 3.7.4 Where you fail to comply with your obligations under these T&C, we may in our sole and absolute discretion refuse to provide the Services. In such event, we shall not be liable in any manner whatsoever for our refusal.
- 3.7.6 In addition, we shall not be liable in any manner whatsoever if:
- (a) your Article posted was lost, damaged (whether in whole or in part) and/or delayed due to your failure in ensuring your Article posted has been labelled and addressed clearly and legibly and wrapped neatly, securely and safely notwithstanding our acceptance of your Article for the Services;
 - (b) your Article posted was lost, damaged (whether in whole or in part) and/or delayed as a result of false, illegible, incomplete, improper or incorrect declaration by you.

3.8 Packing of Article

- 3.8.1 You warrant that your Article are properly and securely wrapped to prevent damage in the course of conveyance and correctly labelled for us to carry out the Services.

- 3.8.2 You expressly understand and agree that we shall not be liable or responsible for any delay or loss or damage which is due to your improper or inadequate wrapping/labelling and you shall indemnify and keep us indemnified in the event that your Article causes destruction or damage to any other Article within its proximity or to our personnel.
- 3.8.3 You shall ensure that the consignment note printed are clear, in good condition and attached securely with your Article.

3.9 Declaration of Article

- 3.9.1 You warrant that you have given complete and accurate details or description of your Article (including its monetary value). You must give provide full description of the contents of your Article and your responsibilities and liabilities are not extinguished by providing this information.
- 3.9.2 You expressly understand and agree that we shall not entertain any claims made against us for any delay or loss or damage which is due to any false or incomplete declaration and you shall indemnify and keep us indemnified against any costs, expenses, damages or losses arising from your breach of declaration.

3.10 Right of Inspection

Your Article may be subject to security screening without notice for safety, security, customs or other regulatory reasons which could include the use of x-ray, explosive trace detection and other security screening methods and you accept that your Article may be opened and the contents of your Article may be examined by us or any authorities including the Royal Malaysian Customs Department in accordance to the relevant laws and regulations which includes the Postal Services Act 2012.

4. WARRANTIES

You warrant, represent and guarantee to us that:

- 4.1 You agree to pre-pay the charges for the Services using your Account credit prior to the supply of the Services. The charges are based on the weight or size as measured by us. You hereby agree and authorise us to deduct from your Account credit for any surplus charges required for the Services in the event that we determine that the charges prepaid prior to the supply of the Services are insufficient. All fees to the Services shall be calculated in accordance with packages that you have subscribed or in accordance the rate and charges published by us from to time to time (whichever applicable);

- 4.2 If you act or purport to act as representative or agent for the sender, you have the authority of that person to act on his or her behalf;
- 4.3 The contents of your Article (i) have been properly described with true, legible, accurate and complete information; and (iii) have been prepared, packed or wrapped neatly, securely and safely against the ordinary risks of transport, or the performance of the Services, including associated sortation and/or handling processes;
- 4.4 The consignment note shall be printed clearly and in good condition and attached or fixed to your Article.
- 4.5 Your Article is not or cannot be regarded or classified as hazardous material, dangerous goods, prohibited or restricted article under any applicable laws, regulations or any other national or international rules including those listed as Dangerous Goods and Prohibited Items by us.
- 4.5 You shall be solely responsible and liable for all charges, costs and expenses including but not limited to transportation charges and possible surcharges, customs, duties, assessments including any fees related to our prepayment of the same, government penalties and fines, taxes and lawyers fee's and legal costs and any costs which may be incurred in returning the shipment or warehousing, whilst pending disposition of the same;
- 4.6 The contents of your Article are not restricted or prohibited articles and neither you nor the recipient is a person or organisation with whom we or you may not legally trade under any applicable laws or regulations; and
- 4.7 You have complied with all laws and regulations of Malaysia (including our policies) relating to consigning, labelling, packaging, carriage, storage and delivery of the Article.

You will indemnify us and hold us harmless from any liabilities which we may suffer or any costs, damages or expenses, including legal cost which we may incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept your Article that contravenes any of your warranties.

5. DROP OFF AND COLLECTION CONDITIONS

5.1 Drop Off

5.1.1 You shall drop off your Article at any of our Pos Laju centres within **seven (7) Working Days (“Drop Off Period”)** from the date you have created a consignment note for your Article in your Account.

5.1.2 We reserve the right not to accept your Article or not to deliver your Article that is dropped off after the Drop Off Period.

5.1.3 If you fail to drop off your Article during the Drop Off Period, your Article consignment note orders will be automatically cancelled through your Account system without a refund.

5.2 Collection

5.2.1 We will make every reasonable commercial effort to collect your Article from your pick up point at your selected time.

5.2.2 If we are unable to collect at such selected time, we will contact you to reschedule the time.

5.2.3 In the event that we are unable to collect your Article at your selected time due to your fault or non-availability, an additional fee will be charged for the next collection.

5.2.4 In any event, please contact us if we do not collect your Article by next Working Day from your selected time by filing up our feedback form in your Account.

5.3 “**Working Days**” means a day on which Pos Malaysia is open for business at its respective locations in Malaysia.

5.4 We reserve the right not to accept or deliver any Article which is not attached or fixed with a clear and legible printed consignment note.

5.5 One (1) Article shall be accompanied with one (1) consignment note. No sharing of consignment notes are allowed.

5.6 You may track your Article at <https://www.poslaju.com.my/track-trace-v2/>

6. POSTAGE CHARGES

- 6.1 All charges for the Services shall be automatically deducted from your prepaid account.
- 6.2 Charges are based on weight by calculating volumetric weight compared to the actual weight of your Article, whichever being the higher.
- 6.3 Additional postage charges will be chargeable on and payable by you if:
- (a) the weight of your Article differs from the weight declared on the consignment note; or
 - (b) volumetric calculation will be taken into account if one dimension (length / height / width) of your Article exceeds **30cm**.
- 6.4 By declaring the weight and dimensions of your Article in the consignment note, you are pre-paying for the postage charges. If your Article is heavier or larger than what you have declared, extra charges at our published rate (“**Additional Charges**”) will be imposed and deducted from your prepaid Account accordingly for the additional weight and dimensions.
- 6.5 In the event that your prepaid Account does not have sufficient credit, we will not deliver such Article until you have top up your Account or you may collect such Article from us. We reserve the right to dispose the Article.
- 6.6 Any customs or duties charges shall be deducted from your prepaid Account.

7. REFUND FOR CANCELLATION OF CONSIGNMENT

We may, upon receipt of your request for cancellation of your consignment note order provide refund for the postage charges deducted by us by crediting the same into your prepaid credit provided that (i) no collection or drop off of your Article has been made; and (ii) such request is received by us via our feedback form at your Account within seven (7) days from the date of creation of the consignment note order.

8. COMPLAINTS, QUERIES AND COMPENSATION

8.1 COMPLAINTS

- 8.1.1 Any complaint for damaged or loss Article must be reported to us within **forty-eight (48) hours** upon receipt of the said Article (“**Complaint Deadline**”). We will

not entertain any such complaint if the same is made after the Complaint Deadline.

8.1.2 Complaints of damaged or loss of Article must be accompanied with proper and adequate proof that it was us who had solely caused such damage or loss and such damage or loss occurred while the Article was under the custody or care of us.

8.1.3 We shall have the right to inspect, examine and verify any Article forming the subject matter of any complaint and will only entertain such complaint if we are satisfied with the merits thereof. Complaints which we deem to be unmerited will not be entertained.

8.2 CLAIM

8.2.1 Subject to **Clause 8.1.1 above**, any claim due to loss or damage of any Article can only be made by you or your representative with written authorization from you and all claims must:

(a) be made within **thirty (30) days** of the date of drop off,

(b) submitted in writing with proof of drop off (the accepted printed consignment note), invoice of goods, and a copy of valid identification, and

(c) submitted to the nearest our branch.

8.2.2 In the event of damage, all packaging must be kept for inspection. The content of your Article must be available for inspection in the condition it was delivered and at the address it was delivered to. If the Article is moved/ repaired or if the packaging is not kept, the claim will be rejected.

8.2.3 If the outside packaging of the Article is intact, then any claim for damage to the content of the Article will be invalidated as it would be clear that the internal packaging would not have been sufficient to protect the content of the Article.

8.3 QUERIES

You may contact us via the feedback form at your Account tab or you may contact us at 1 300 300 300 if you have any queries in respect of these T&C.

9. INSURANCE

- 9.1 We offer optional insurance coverage from our panel of insurer subject to you purchasing the same and paying the full insurance premium to insure your Article. The insurance coverage is governed by the terms and conditions stated in the insurance coverage in addition to these T&C.
- 9.2 Subject to the terms of the insurance policy, the insurance claim is limited to loss or damage to your Article and up to the amount insured and declared or such other reasonable amount as may be determined by the subscribed insurance company.
- 9.3 We strongly suggest that you purchase insurance for your Article to protect your Article up the value of the content of your Article.

10. LIABILITY AND INDEMNITY

10.1 No Liability for Consequential Damage or Indirect Loss

We shall not be liable in any circumstances whatsoever for any consequential damages and/or indirect loss, including but not limited to loss arising from loss of contract, profit, revenue, income whether such loss or damage is special or indirect including emotional loss/damage and even if the risk of such loss or damage was brought to our attention before or after acceptance of your Article by us or other indirect cost, caused by any delay, destruction or damage or loss of your Article (in whole or in part).

10.2 Exclusion of Liability and Indemnity

10.2.1 You expressly understand and agree that we shall not be liable for any loss, misdelivery, delay of or damage to your Article during its transmission of it, unless proven that we have maliciously or negligently or intentionally caused the loss, misdelivery, delay or damage.

10.2.2 You expressly understand and agree that we shall not be liable to you or to any third parties for any loss or damages whatsoever suffered, or that may be suffered (whether in contract or in tort), any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity or any incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.

10.2.3 You hereby release us from and indemnify us against any action, proceeding, claim, demand or prosecution arising from or in connection with any loss, damage, injury, illness or death to any person or property, misdelivery including delivery otherwise than to the addressee, delayed delivery, early delivery or failure to deliver or any other loss or damage of any kind.

10.2.4 Notwithstanding any provisions of these T&C, you expressly understand and agree that our total liability for all losses or damages to your Article is limited to:-

- (a) The actual amount of loss or damage suffered, based on content and actual value of your Article that has been declared, or a maximum of **MYR100.00** for documents or parcels weighing **below 2kg** or **MYR300.00** for documents or parcels weighing **2kg or more**, subject to whichever is lower (“**Maximum Liability Limit**”),
- (b) Limited to **one (1) claim per Article** but not exceeding the Maximum Liability Limit of Pos Malaysia.

11. FORCE MAJEURE

- 11.1 We shall not be responsible for any delay, loss, destruction or damage to your Article or failure to perform the Services or perform our obligation under these T&C caused by matters or circumstances beyond our control including but not limited to: (i) act of God, disaster such as earthquake, hurricane, flood and others, (ii) war, embargo, aeroplane accident, national emergency (iii) fire or robbery or theft, (iv) electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Article, even if known or notified to us, (v) Article that is seized or detained by the Customs Department in Malaysia or any other relevant authority of the country of origin and/or country of destination, (vi) accidents of our carrier or vehicle transporting your Article (vii) other similar events or contingencies beyond the reasonable control of us whose performance is prevented or interfered with.
- 11.2 In the event that your Article is being seized, retained or confiscated by the Custom Officers or Malaysian Government, you shall be responsible to pay all taxes, duties or penalties levied on your Article imposed by the Custom Officers or Malaysian Government and you shall at your own cost be solely responsible to obtain your Article from the Custom Officers or Malaysian Government.

12. GENERAL PROVISIONS

- 12.1 **Governing Law**: These T&C shall be governed by and construed in accordance with the laws of Malaysia and shall be subject to the exclusive jurisdiction of the Malaysian Courts.
- 12.2 **Severability**: If any of the above clauses are not enforceable for any reason whatsoever, it would not prevent the validity and enforceability of the other paragraphs in these T&C herein.
- 12.3 **Amendment or Variation**: These T&C may be amended or varied at any time and from time to time by us at our sole and absolute discretion without prior notification to you. Such amendment or variation shall take effect on the date on which we declares it to be effective.

12.4 **Termination**: Notwithstanding anything to the contrary, we may, by providing you a thirty (30) days prior written notice to you elects to terminate your Account or the Services without any reason whatsoever whereupon your balance credit (which has yet to expire) will be refunded to you and you shall have no further claims against us.

12.5 **Waiver**: Failure to exercise or delay in exercising or enforcing any right under these T&C by us shall not operate as a waiver of its right to enforce against the breach of such provision and shall not prejudice the subsequent exercise of the same unless made in writing. No single waiver constitutes a continuing or subsequent waiver.

12.6 **Entirety**: These T&C constitute the entire agreement and understanding between you and us whether written, oral or implied with respect to the subject matter hereof, and it shall supersede all previous agreements, understanding or contract between you and us relating to the subject matter hereof.

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