



PARKING LICENSE AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION

In this Agreement the expressions:

- a) 'Agreement' shall mean the terms and conditions of this Parking License Agreement including such variations, revisions, additions, and/or amendments thereto as may be notified by TIMES24 MALAYSIA SDN. BHD. (formerly known as SECURE PARKING CORPORATION SDN. BHD.) at their sole and absolute discretion from time to time and the Licensee agrees to be bound by the same for all and subsequent subscription(s) and product(s) which the Licensee has applied in the PLAF.
- b) 'Parking License Application Form ("PLAF")' shall mean the completed parking license application form whether in hardcopy form or e-form via T24MY's Portal System to which these terms and conditions are attached requesting particulars from the applicant offering to be a Licensee (as hereinafter defined) and furnishing the required and genuine information.
- c) 'T24MY' shall mean all companies carrying on business under the trademark and/or tradename of TIMES24 MALAYSIA SDN. BHD. (formerly known as SECURE PARKING CORPORATION SDN. BHD.) and shall include its principal company(ies), associate company(ies), or subsidiary(ies) as defined under the laws of Malaysia, its assigns, successors, servants, agents, and contractors.
- d) 'Licensee' shall mean the applicant referred to in the PLAF whose application to enter this Agreement has been accepted by T24MY and its heirs, successors, servants, agents, and contractors.
- e) 'Pass Card' shall mean any form of card or identification device specified by T24MY from time to time including, but not limited to physical pass cards, access cards, parking cards, window passes, windscreen tokens, monthly passes, license plate recognition (LPR), radio frequency identification (RFID), or any card-less technology as may be implemented by T24MY from time to time for the subscription(s) and product(s) as may be approved by T24MY.
- f) Smartcard shall mean "Touch 'n Go" card issued by Touch 'n Go Sdn. Bhd. which shall be further described under Clause 9A.
- g) 'Car Park' shall mean the car park location to which the Licensee applies for subscription(s) and product(s) in the PLAF subject to the terms and conditions as contained in this Agreement.
- h) 'T24MY Portal System' shall mean the system where the Licensee applies for subscription(s) and product(s) subject to the completed PLAF as may be approved by T24MY.
- i) 'Parking Fee' shall mean the monthly fee as paid by the Licensee for the usage of the parking space as approved T24MY.
- j) Business Day refers to a calendar day but excludes weekends and national public holidays in Malaysia.
- k) Any covenant, identity, or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.



- l) References in the Agreement to a Schedule shall be a reference to each Schedule set out in the PLAF attached to this Agreement.
- m) Words importing the singular shall include the plural and vice-versa. Words importing gender include every other gender. Words importing persons include bodies corporate and vice-versa.



2. LICENCE TO PARK

Subject always to this Agreement, T24MY will permit the Licensee to use and occupy the parking space(s) available at the Car Park as referred to in the PLAF in such position as T24MY shall at all times determine. T24MY reserves the sole and absolute right to reject any application and is not obliged to assign any reason whatsoever.

3. TERM/HOLDING OVER

- a) This License granted herewith shall be non-exclusive to the Licensee and shall commence immediately from the Commencement Date and continue until the expiry of the License Term as set out in the PLAF or until determined by either party pursuant to Condition 22 herein. Unless otherwise agreed between parties in writing, the Licensee shall maintain the License for a minimum continuous period of one (1) month. For the avoidance of doubt, the one (1) month termination prior notice as described under Condition 22 herein shall not form part and parcel of the minimum continuous period as described above.
- b) In the event the Licensee holds over the Pass Card after the expiration of the aforesaid date with the consent of T24MY, then subject to Condition 5, this License shall become a monthly License with the same Parking Fee payable by the Licensee immediately prior to such expiration. Such holding over shall otherwise be on the same terms and conditions as those in this contained in this Agreement and/or PLAF so far as they are applicable.

4. OBLIGATIONS OF THE LICENSEE

The Licensee covenants and agrees with T24MY:

- a) To pay in advance to T24MY the Monthly payment arrangement of the Parking Fee referred to in the PLAF, the first payment to be made on the signing hereof (without any deduction) at T24MY address stated herein or as otherwise directed.
- b) To permit T24MY to enter any area of the Car Park including the parking space(s) designated to the Licensee for any lawful purpose including but not limited to carrying out repairs on the Car Park.
- c) To observe and conform to all the rules and regulations relating to the use at the Car Park as may be made from time to time by T24MY, and to obey all lawful instructions and directions given by T24MY and in particular, those applicable to the display of or use of Pass Card, speed restrictions, traffic flow directions, and areas designated as being either 'no parking' or 'reserved parking areas'.



- d) To only use the Car Park during the hours of operation as provided in the PLAF or as stipulated at the Car Park including such amendments and/or variations as may be notified by T24MY at their absolute discretion from time to time.
- e) To advise T24MY of the registration numbers of the Licensee's vehicles using the Car Park via T24MY Portal System or any other methods as may be informed by T24MY from time to time, failing which T24MY shall not be held responsible for any inconvenience caused which shall include but not be limited to the denial of entry access to the Car Park due to the inconsistency of the vehicles' registration numbers provided by the Licensee.
- f) To pay on the signing hereof the Security Deposit referred to in the PLAF which may be applied by T24MY toward any costs incurred by T24MY due to the default of this Agreement by the Licensee or toward any Monthly or any payment arrangement of Parking Fee due and unpaid by the Licensee.
- g) To pay on the signing thereof the Account Establishment Fee referred to in the PLAF.
- h) To pay any Stamp Duty imposed on this Agreement by the authorities of Malaysia (where applicable).
- i) Not to permit any vehicles including but not limited to motorcycles, scooters, bicycles, or any form of transport whether belonging to the Licensee, its employees, agents, or invitees to be kept or parked in any part of the Car Park (or the building where the Car Park is situated) except in the spaces reserved or intended for such purposes and to exonerate T24MY or the proprietor of the Car Park /building where the Car Park is situated from any and all liabilities for the loss or damage of any vehicle parked therein and of any articles in the said vehicles.
- j) Not to cause, permit or suffer to be caused or permitted by the Licensee, its employees, agents, or invitees, any obstruction, impediment, or prevention of access to or egress from the Car Park/building where the Car Park is situated by the parking or motor vehicles including but not limited to motorcycles, scooters, bicycles or any other form of transport.
- k) Not to cause or permit or suffer to be caused or permitted by the Licensee, its employees, agents, or invitees, any obstruction upon any access road leading to the Car Park/building where the Car Park is situated).

5. REVIEW AND VARIATION OF MONTHLY LICENCE

T24MY shall be entitled at their sole discretion to give the Licensee seven (7) calendar days written notice of any variation in the Parking Fee whereupon the reviewed fee shall be deemed to replace and/or substitute the Parking Fee referred to in the PLAF.

6. DENIAL OF ACCESS

T24MY shall be entitled to deny the Licensee access to or egress from the Car Park if the Monthly payment arrangement of Parking Fee for any month or period has not been received by T24MY before the first calendar day of that month or period of Licence. The Parties agree that T24MY shall not be liable or held liable whatsoever to any direct and/or indirect loss, damage or cost(s) which may be incurred by the Licensee consequential from the denial of access including but not limited to the applicable daily parking tariff for the Car Park.

7. VARIATION OF PARKING SPACES

- a) Should additional parking spaces be required by the Licensee then subject always to availability of the Car Park, the Licensee must submit their application via T24MY and T24MY may grant a further license of such additional parking spaces to the Licensee whereby the use and payment for such additional parking spaces shall be on the same terms and conditions at this Agreement with the Schedules varied as appropriate.
- b) Should a reduction in Parking Spaces be required by a Licensee of single and/or multiple spaces held on a monthly license, the Licensee shall give T24MY one (1) month's prior notice via T24MY Portal System on such reduction. Failure to give such notice will render the Licensee liable to pay the full monthly Parking Fee in lieu of such notice.

8. BAY ALLOCATION

Where a parking space is reserved pursuant to the PLAF, T24MY shall put up such reasonable notices in accordance to its corporate policy to indicate the same provided always that T24MY shall not be liable for interruptions of use whether occasioned by any third party or for any reasons whatsoever. T24MY may also at any time at its complete and unfettered discretion amend such allocation and notify the Licensee of the replacement parking space.

9. PASS CARD

- a) Upon the receipt of full payment of the Monthly Fee, Security Deposit and Account Establishment Fee (if applicable) referred to in the PLAF, T24MY shall within **7 business days** issue and deliver via courier a functioning Pass Card to the Licensee which the Pass Card shall remain the property of T24MY at all material time. For the avoidance of doubt, T24MY shall not be liable or held to be liable whatsoever to any loss, damage or cost(s) incurred by the Licensee pending the Licensee's receipt of the Pass Card.



- b) Should the Pass Card be stolen, lost or damaged due to whatsoever reason(s), the Licensee shall pay a replacement fee as may be determined by T24MY prior to the issuance of the new Pass Card. Upon the receipt of the replacement fee and the application of new Pass Card has been processed by T24MY, the replacement fee shall be non-refundable thereafter in any circumstances.
- c) Should the Licensee not be in possession of its functioning Pass Card when either entering or leaving the Car Park the Licensee shall be liable to pay the daily parking tariff applicable to casual parking at the Car Park and such charges shall be non-refundable.
- d) Pass card must be returned within fourteen (14) calendar days after the effective termination date of this Agreement, failing which the Security Deposit will not be refunded. The Licensee further acknowledge that the Pass Card shall be returned to the Car Park site office as indicated in the T24MY Portal System and/or any designated place as may be advised by T24MY.
- e) The Pass card is not transferable and/or assignable without the prior written permission of T24MY.

9A. TOUCH N' GO SEASON CARD

- a) If applicable, upon payment of the Account Establishment fee referred to in the PLAF, the Licensee shall fill in the serial number of the smartcard known as "Touch 'n Go" issued by Touch 'n Go Sdn. Bhd. ("Smartcard") in T24MY Portal System *at least 24 hours before* the Commencement Date, failing which the Licensee shall be fully liable to pay the daily parking tariff applicable to casual parking at the Car Park and the payment shall be deducted from the Licensee's Smartcard without any rebate and/or discount when they access the car park and such deduction shall be non-refundable.
- b) In the event the Licensee not be in possession of the registered Smartcard when either entering or leaving the Car Park, the Licensee shall be liable to pay the daily parking tariff applicable to casual parking at the Car Park and such charges shall be non-refundable.
- c) In the event
 - (i) the registered Smartcard is expiring and the Licensee has failed and/or neglected to update a valid Smartcard *at least 1 day* before the expired date of the Smartcard; or
 - (ii) the credit in the registered Smartcard at anytime lower than the minimum credit required as displayed at the entrance of the Car Park



(“Default”)

T24MY shall be entitled to deny the Licensee access to or egress from the Car Park until such time the Licensee has rectified the Default (“Rectification Period”). For the avoidance of doubt, the Rectification Period shall not be used to extend any term and the Parking Fee of the Rectification Period shall be forfeited and non-refundable.

9B. LICENSE PLATE RECOGNITION

- a) If applicable, upon payment of the Monthly Fee, Security Deposit and Account Establishment fee (if applicable) referred to in the PLAF, the Licensee shall promptly fill in and/or register their assigned vehicles to access the Car Park according to their Car Plate number in the T24MY Portal System *at least 24 hours before* the Commencement Date, failing which the daily parking tariff of the Car Park shall be applicable and chargeable to the Licensee. T24MY shall not be liable or held liable whatsoever to any direct and/or indirect loss, damage or cost(s) which may be incurred by the Licensee for any non-compliance of the clause herein.

- b) In the event that the Licensee wishes to change/update the Registered Car Plate number, the Licensee shall provide at least 24 hours notification to T24MY and pay the administrative fee as imposed by T24MY for every request of changes before the first entry of the new Registered Vehicle to the Car Park.

9C. AUTO VOID

For new registration of subscription, in the event the Licensee

- (a) submits the application for new subscription before the Commencement Date and the application shall have been approved before the Commencement Date, the Licensee shall make full payment on or before a calendar day preceding to the Commencement Date failing which, the application shall be deemed voided automatically on the Commencement Date.

- (b) submits the application for new subscription before the Commencement Date and the application is approved later than the Commencement Date, the Licensee shall make full payment within 3 calendar days from the date of approval of the application failing which, the application shall be deemed voided automatically upon the expiration of the 3 calendar days.

- (c) Submits the application for new subscription later than the Commencement Date and the application is approved later than the Commencement Date, the Licensee shall make full payment on or before within 3 calendar days from the date of approval of the application failing which, the application shall be deemed voided automatically upon the expiration of the 3 calendar days.



For the avoidance of doubt, T24MY shall not be held liable for any consequential loss and damages suffered or incurred by Licensee as a result of the cancellation of Licensee's application due to non-conformity of the above.

10. EXCLUSION OF LIABILITY

To the extent as permitted by the law of Malaysia, T24MY or the proprietor of the Car Park/building where the Car Park is situated shall not be liable for any direct, indirect consequential, or special loss or damage of whatsoever nature suffered by the Licensee or owner of any vehicle(s) which shall but not limited to the loss of vehicle or any damage whatsoever thereto or for the loss of or damage to any at the vehicle's accessories or contents howsoever caused whether by the negligence, omission, act or default or otherwise of T24MY. T24MY or the proprietor of the Car Park building where the Car Park is situated shall not be liable for any interruptions, suspension, or termination of the services provided herein for any reason whatsoever, whether or not within its control, including but not limited to acts of God, emergencies, military operations, civil disorders, industrial disputes of any kind, fire, flood, lightning, rain, sun or otherwise weather outages, epidemics or pandemics, explosions, acts or regulations by the government (including the withdrawal of consents, permits, licenses) and any force majeure reasons. T24MY or the proprietor of the Car Park/the building where the Car Park is situated shall not be held liable for any refunds of the Parking Fee, or any claims or for any costs incurred by the Licensee in obtaining substitute services, nor for loss of profits or business or other direct, special, indirect, incidental or consequential damages. The terms of this condition shall extend and shall at all times apply whilst the vehicle is parking or otherwise in T24MY custody or control or whilst it is being moved or driven and shall extend and at all times apply whilst the vehicle is retained by T24MY pursuant to the terms and conditions hereof.

11. LICENSEE'S RISK

The Licensee agrees that any and all vehicles driven and parked at the Car Park, the subject of this Agreement are driven and parked at the risk and responsibility of the Licensee. To the extent as permitted by the law of Malaysia, the Licensee shall release and indemnify T24MY from and against any liability, loss, damage, claim, or proceeding in respect of any injury or damage howsoever arising and whether direct, indirect, consequential, or special or to any person or property (real or personal) and irrespective of whether the same is due to the negligence, omission or default of T24MY and irrespective of whether the vehicle is being driven or not at the time of such injury, loss, or damage.

12. NO SAFE CUSTODY

As a fundamental and essential term of this Agreement, the Licensee agrees and accepts that T24MY does not nor does it have the authority to accept any goods or chattels of the Licensee for safe custody. To the extent permitted by law, T24MY will not be liable for any loss or damage whatsoever to any goods or chattels alleged to have been left with T24MY



for safe custody howsoever such loss or damage may be caused whether by the negligence or otherwise of T24MY or by the negligence or otherwise of any person acting with or without the authority of T24MY.

13. RELOCATION OF VEHICLE

Notwithstanding any demand or request to the contrary, T24MY shall be entitled to move any vehicle(s) while it is parked in the Car Park by driving it or towing it away even if it is locked. The vehicle may be moved or driven to such place as T24MY deems fit in the case where it is being retained by T24MY pursuant to Condition 14 or in any case where the Car Park has to be evacuated in an emergency or closed in whole or in part. In any other case, the vehicle(s) may be moved within the Car Park notwithstanding that it has a special bay allocation pursuant to Condition 8 hereof.

14. RIGHT OF RETENTION

To the extent as permitted by the laws of Malaysia, T24MY shall have the right of retention towards the Licensee's vehicle(s) or any of its accessories or contents until all sums due for parking and/or other services rendered by T24MY to the Licensee have been paid in full. Upon default of payment and after the expiry of the thirty (30) calendar days following the written request/notification for payment, T24MY shall be entitled to sell the vehicle and/or the goods or articles therein by auction or otherwise to recoup any monies owing to it and the excess of which shall be forthwith returned to the Licensee free from interest.

15. BREACH

If the Licensee breaches any term(s), condition(s), or covenant(s) of this Agreement, T24MY may, without prejudice to its right herein, terminate this Agreement by notice via T24MY Portal System with immediate effect.

16. WAIVER

Time shall be of the essence of this Agreement. No time or other indulgence is granted by T24MY shall constitute a waiver of any of its rights herein or at law and T24MY shall not be precluded from exercising any such right against the Licensee which may have arisen in the past or which might arise in the future.

17. RELATIONSHIP

Nothing in this Agreement shall create or be construed as creating any bailment or tenancy or conferring any interest upon the Licensee by way of lease or otherwise in the Car Park or any part thereof.



18. ASSIGNMENT

This Agreement is personal to the Licensee and the Licensee undertakes not to assign or transfer the entitlement, benefit, and/or liabilities arising from this Agreement to any third party. Any transfer of the Licensee's account is strictly prohibited. T24MY may in its absolute discretion assign in whole or in part its rights in this Agreement to any third party subject always to written notification.

19. CONDITIONS OF PARKING

The terms and conditions of the parking displayed at the entrance or within the Car Park shall be deemed to be incorporated into this Agreement so far as they are not varied by or inconsistent with the express term of this Agreement. The licensee who enters the Car Park via any payment mode other than using the active and valid Monthly Pass methods, when leaving the Car Park, the Licensee shall be liable to pay the casual parking rate as displayed at the exit without any rebate and/or discount and/or such charges shall be non-refundable. For the avoidance of doubt, active and valid Monthly Pass shall mean there is no any outstanding amount owing and payable by the Licensee at the time of entry of the Car using Season Pass Card, Touch n Go Season Pass Card and in the case of LPR, in addition to the aforesaid, the vehicle plate number must have been registered.

20. SEVERABILITY

To the extent that any one provision or part of this Agreement is either invalid or unenforceable by any applicable law of Malaysia, such provisions or parts shall be ineffective and shall not invalidate or modify the remaining provisions that shall continue in force and effect.

21. PARKING LEVY/CONSUMPTION TAX/GOVERNMENT SERVICE TAX

The Licensee acknowledges and agrees that any purchase, receipt, consumption, value-added or sales levy, or any other charge or tax that may be payable, charged, or imposed after the Commencement Date upon the supply of or the price or cost of or the provision of services by T24MY in the course of its business or upon a parking space or upon car parking bays in the Car Park (all or any which are hereinafter called "the Parking Impost") is not included in the Licence Fee AND THAT any Parking Impost charged to or payable by T24MY by law or otherwise, shall be recoverable by T24MY from the Licensee in addition to the Licence Fee and any default by the Licensee in the payment of the Parking Impost shall be deemed to be a breach of this Agreement whereupon T24MY may rely upon the provisions of Condition 15 hereof.

22. DETERMINATION

Notwithstanding any contrary provisions herein, this Agreement may be determined by either party by giving one (1) month's prior notice to the other via T24MY Portal System. T24MY may at its complete and unfettered discretion to forfeit the Security Deposit and/or



to accept one (1) month's Parking Fee in lieu of such notice in the event the Licensee fails to provide the notice based on the duration indicated herewith. For the avoidance of doubt, the service of termination notice via other means other than set out herein shall not be deemed an effective termination notice. T24MY reserves the right to claim for any outstanding monies against the Licensee in the event the Security Deposit is insufficient to cover the damages and/or losses sustained by T24MY due to the misconduct and/or any breach of terms and conditions of the Agreement by the Licensee.

23. PAYMENT

All payments must be made before the first (1st) of each month, failing which the Pass Card will be deactivated. T24MY reserves its sole and absolute right to impose any penalty, reactivation charges, and such other charges at their prevailing rate for any new request from the Licensee to change or update Licensee's information provided or the reactivation of any Pass Card which has been deactivated pursuant herein. For the avoidance of doubt, the applicable daily parking tariff of the Car Park shall be chargeable against the Licensee for any entry to the Car Park prior to the reactivation of the Pass Card. T24MY further reserves the right to suspend or terminate this Agreement without notice if the Licensee's payment is not received when due. The Parties further agree that T24MY shall not be liable or held liable whatsoever to any direct and/or indirect loss, damage or cost(s) which may be incurred by the Licensee for breach of the obligation to pay pursuant to Clause 4(a) above.

24. MODE OF PAYMENT, BILLING INFORMATION AND INVOICING

- a) Unless otherwise agreed by T24MY, the Parking Fee and other sums due to T24MY shall be effected via credit card or such other mode of payment as may be available from T24MY Portal System from time to time.
- b) The Licensee is required to furnish T24MY with accurate and complete billing information, including legal name (which shall mean Malaysian Identity Card Name or Passport Name according to the Licensee's nationality or Company Name as registered under the laws of Malaysia), office/correspondence address, email address, and telephone number. The Licensee is responsible to inform T24MY via email for any changes in such billing information within Seven (7) calendar days of such change.
- c) T24MY shall be entitled to send all invoices via email. T24MY reserves the sole and absolute discretion to impose a surcharge at their prevailing rate in the event that the Licensee requires the invoices to be sent by any other form or means.

25. SERVICE OF NOTICES AND INVOICES

T24MY assumes no responsibility for any non-delivery of notices, invoices and/or Reminder(s). Save and except Clause 15 and Clause 22 above, all notices, invoices and/or reminders shall be deemed to have been duly delivered:



- a) if by email, by properly inputting the customer's last known email address on record, and noting that the email has been sent out without any delivery failure notification;
- b) if by mail, by properly addressing, prepaying, and posting the notice/invoice/reminder via ordinary mail.

26. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)

T24MY shall fully adhere to provisions and/or regulations as stipulated in the PDPA 2010 upon collecting the sensitive information from the Licensee. T24MY further undertakes that the information given by the Licensee shall not be shared or disclosed to any third party unless otherwise permitted by the Licensee or in accordance with the PDPA 2010. For the avoidance of doubt, it is the responsibility of the Licensee to ensure the information given to T24MY is accurate, up-to-date, and not misleading. T24MY shall not be held liable and/or responsible for any incorrect information as given by the Licensee pursuant to this Agreement and the Licensee shall remain fully liable and to keep T24MY fully indemnify in the event of furnishing incorrect information as requested by this Agreement.

27. OTHER TERMS AND CONDITIONS

All the other terms and conditions as listed in the T24MY Portal System shall be deemed incorporated into this Agreement. In the event, there is any inconsistency of the terms made between the T24MY Portal System and this Agreement, the provision of this Agreement shall prevail.