

## 1.0 General

These Terms and Conditions (“**T&C**”) govern your access to and use of the Platform (as defined hereunder), which includes our website, mobile applications, application programming interface (“**API**”), and any other digital channels or technologies provided by EasyParcel (collectively referred to as the “**Platform**”). These T&C also apply to all services, products, information, content, tools, and features made available through the Platform (collectively, the “**Services**”), including but not limited to any purchases, orders, or transactions carried out via the Platform. The Platform is provided by **EASYPARCEL SDN. BHD. (Company Registration No.: 201201044189 (1028666-H)) (“EasyParcel”)**. By accessing or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by these T&C and our Privacy Statement and Notice at <https://easyparcel.com/my/privacy/>.

### Definition

Wherever used in these T&C unless the context shall otherwise require each of the following words or expressions shall have meaning stated against it: -

“ <b>Consignment(s)</b> ” or “ <b>Shipment(s)</b> ” or “ <b>Parcel(s)</b> ”	means any goods, whether a single item or multiple items, in bulk or contained in any parcel, package, carton, or container, tendered at one time and in one load by or on behalf of the Consignor for carriage from the collection address to the delivery address.
“ <b>Customer(s)</b> ” or “ <b>you</b> ” or “ <b>your</b> ”	means the individual or entity, including but not limited to a company, partnership, sole proprietorship, or any other body recognised under the laws of Malaysia, that registers for, accesses, or uses the Platform or the Services, whether directly or through an authorised representative.
“ <b>EasyParcel</b> ” or “ <b>we</b> ” or “ <b>our</b> ” or “ <b>us</b> ”	means <b>EASYPARCEL SDN. BHD. (Company Registration No.: 201201044189 (1028666-H))</b> .
“ <b>EasyParcel Account</b> ”	means an account registered by you on EasyParcel’s Platform, through which you access and use the Services, features, and functionalities in accordance with these T&C.
“ <b>Prohibited Items</b> ”	means prohibited and non-compensable items as stipulated under EasyParcel’s <a href="https://easyparcel.com/my/prohibited/">https://easyparcel.com/my/prohibited/</a> .
“ <b>Receiver</b> ” or “ <b>Consignee</b> ”	means the individual or entity specified in the shipment order as the party designated to receive the Consignment, including any person authorised or reasonably appearing to be authorised to accept the Consignment at the delivery address.
“ <b>Sender</b> ” or “ <b>Consignor</b> ”	means any person who tenders, hands over, or otherwise delivers goods to a Consignee or Receiver for the purpose of transportation, shipment, or delivery under a consignment.
“ <b>Services</b> ”	means all services, products, content, information, tools, functionalities, and features made available by EasyParcel through the Platform, whether provided directly by EasyParcel or through its authorised partners, including any updates, modifications, enhancements, or supplementary materials related thereto.
“ <b>Packaging Guidelines</b> ”	means EasyParcel’s <a href="https://easyparcel.com/my/packaging/">https://easyparcel.com/my/packaging/</a>
“ <b>Platform</b> ”	means EasyParcel’s Platform - <a href="https://easyparcel.com/">https://easyparcel.com/</a>
“ <b>Privacy Notice</b> ”	means EasyParcel’s <a href="https://easyparcel.com/my/privacy/">https://easyparcel.com/my/privacy/</a>

## 2. Your Consent

- 2.1 By clicking a box indicating acceptance, clicking “Create Account” or “Sign In/Login,” or by installing, downloading, connecting to, accessing, or otherwise using our Platform, you are hereby:
- i. acknowledge that you have read, understood, and agreed to be legally bound by these T&C, our Privacy Notice and all other applicable policies or documents referenced herein;
  - ii. represent and warrant that you are of legal age and have the legal capacity to enter into a binding agreement with EasyParcel; and
  - iii. understand and agree that by taking any of the foregoing actions, you are creating a digital signature that you intend to have the same legal force and effect as a manual signature, and you irrevocably accept and consent to be bound by these T&C.
- 2.2 EasyParcel reserves the right to modify, vary, amend, or update these T&C and our Privacy Notice at any time, at its sole discretion, without prior notice to you. Any such changes shall become effective upon being posted on the Platform. Your continued use of the Platform and/or Services following the posting of any updated version shall constitute your acceptance of those changes. You are advised to review these T&C and our Privacy Notice regularly to stay informed of any modifications.

## 3. Obligations to Our Customers

- 3.1 EasyParcel will coordinate the delivery process through a third-party broker service that partners with major reputable courier companies, covering the full delivery journey from collection to final delivery of the consignment(s). This may also include other services made available by EasyParcel from time to time.
- 3.2 EasyParcel does not handle or come into direct contact with the consignment(s). Instead, it facilitates the shipment through one of its partner couriers with whom it holds an active account.
- 3.3 The appointed courier reserves the right to reject any Consignment for reasons including, but not limited to, inadequate packaging or oversized items. EasyParcel also reserves the right to refuse any order or block any user from accessing its system, at its sole discretion.
- 3.4 All claims or inquiries relating to shipments must be directed to EasyParcel, who will liaise with the relevant courier on your behalf. Under no circumstances shall you engage directly with the appointed courier. EasyParcel may be unable to provide assistance if such direct contact occurs.
- 3.5 If you, as the Receiver, fail to accept or collect your item during the scheduled delivery, you must contact EasyParcel to arrange an alternative collection or redelivery time.
- 3.6 Your account credits will be automatically deducted by our system upon completion of your order.
- 3.7 EasyParcel provides universal tracking for shipments handled by all partner couriers, accessible via our <https://easyparcel.com/my/easytrack/>.

## 4. Access to the Platform and Services & Customer's Obligations

- 4.1 To access certain features, functionalities, and Services on the Platform, you shall:
- i. register and create a user account with EasyParcel and provide true, accurate, current, and complete personal information, including your full legal name (as per NRIC/passport), mobile number, email address, billing address, and any other information reasonably required by EasyParcel for account creation, verification, and compliance purpose; and
  - ii. register and maintain at least one (1) valid debit or credit card under your EasyParcel Account, which EasyParcel may use for identity verification, pre-authorisation, payment processing, and fraud-prevention measures.
- 4.2 You acknowledge and agree that any debit or credit card information registered under your EasyParcel Account shall be retained for a minimum period of **six (6) months** following your last service order placed on the Platform. You may

request the removal or deletion of such information from your account only after the completion of the seventh (7th) month from the date of your last service order. We will handle all Personal Data (as defined under the Personal Data Protection Act 2010 (“PDPA”), including payment information, in accordance with the PDPA and our Privacy Notice.

- 4.3 To use EasyParcel’s Services, it is recommended that you have access to a functioning printer to print the Air Waybill for each service order. A physical copy of the Air Waybill should ideally be attached securely to the Consignment before handing it over to the courier service partner. EasyParcel shall not be responsible for any delays, losses, or delivery issues arising from the absence or improper attachment of the Air Waybill.
- 4.4 You are solely responsible for maintaining the confidentiality and security of your EasyParcel Account credentials, including your username and password, as well as any data or information stored in your account. You must immediately notify EasyParcel of any unauthorised access or use of your account. EasyParcel shall not be liable for any loss or damage arising from your failure to maintain the security of your account.
- 4.5 Your EasyParcel Account is personal to you and shall not be assigned, transferred, or otherwise made available to any third party without EasyParcel’s prior written consent. Any unauthorised transfer shall be deemed a breach of these T&C.
- 4.6 All activities, transactions, and orders conducted through your EasyParcel Account shall be deemed to be carried out by you or by a person duly authorised by you. You are solely responsible for the accuracy of information submitted in each order. EasyParcel shall not be liable for any losses, errors, or damages resulting from inaccurate or erroneous information entered by you, and no refunds shall be provided in such instances.
- 4.7 You are required to read and understand all applicable service information, product descriptions, usage guidelines, and any specific terms provided in relation to each service offered on our Platform. This includes, but is not limited to, eligibility criteria, service features, pricing details, delivery timelines, limitations, and refund policies. By proceeding to use or purchase a service through our Platform, you acknowledge that you have reviewed the relevant service information and accept the terms applicable to that service. We shall not be held liable for any misunderstanding, dissatisfaction, or loss arising from your failure to read or understand the relevant service information prior to use or purchase. You are solely responsible for ensuring that a particular service meets your needs before engaging with it.

#### **4.7.1. Provisions Applicable Only to QuickSend’s Merchants - Refunds and Returns**

- i. This clause applies exclusively to QuickSend’s merchants (“Merchants”) who use EasyParcel’s Platform to sell or arrange delivery of goods to end buyers (“Buyers”).
  - ii. EasyParcel acts solely as a courier service aggregator to facilitate the booking, scheduling, and management of delivery services between Merchants and courier service partners. EasyParcel acts solely in this intermediary capacity and is not a party to and shall have no liability in respect of any sale, purchase or transaction between Merchants and Buyers.
  - iii. All matters relating to product returns, exchanges, or refund requests shall be handled solely between the Merchant and the Buyer in accordance with the Merchant’s own refund, return, and warranty policies. EasyParcel shall not be responsible or liable for any disputes, losses, damages, claims or costs arising directly or indirectly from such refund or return arrangements.
  - iv. For the avoidance of doubt, EasyParcel does not process, manage, guarantee, or facilitate any refunds, returns, or exchanges on behalf of Merchants or Buyers, nor does EasyParcel provide any representations, warranties, guarantees or assurances regarding the quality, safety, or legality of any goods sold by Merchants.
  - v. Merchants agree to indemnify, defend, and hold harmless EasyParcel, its affiliates, officers, directors, and employees from and against any claims, demands, losses, liabilities, or expenses (including legal fees) arising from or in connection with any refund, return, exchange, or dispute with Buyers.
- 4.8 You hereby consent to the collection, use, and processing of your Personal Data by EasyParcel in accordance with our Privacy Notice, including disclosure to credit reporting agencies such as CTOS Data Systems Sdn. Bhd. (“CTOS”).

You further warrant that all Personal Data provided is accurate, up-to-date, and that you have the authority to disclose such data. Where you submit Personal Data belonging to third parties (including recipients/Receiver of Services), you represent and warrant that you have obtained their express consent to disclose such data to EasyParcel for the purpose of providing the Services, including for the sending of marketing content by EasyParcel in accordance with our Privacy Notice. You shall indemnify EasyParcel against any claims or liabilities arising from your failure to obtain the necessary consent.

- 4.9 You agree to access and use the Platform and Services in full compliance with all applicable laws, regulations, and directives, including but not limited to the PDPA 2010, the Communications and Multimedia Act 1998 (Act 588), and any applicable anti-spam or data protection laws. You shall not use the Platform or Services in any manner that would cause EasyParcel to breach any such laws or regulations.
- 4.10 **Add-On Services:** Our Platform may offer certain optional or add-on services ("**Add-On Services**") which are separate from the main services offered through our Platform. These Add-On Services may include, but are not limited to, premium features, marketing tools, support enhancements, customisations, or third-party integrations. Any Add-On Services requested by you will be subject to additional fees, which will be communicated to you prior to confirmation. By subscribing to or using any Add-On Services, you agree to the applicable charges and terms, which shall form part of these T&C. The provision of Add-On Services is at the sole discretion of EasyParcel and may be modified, suspended, or discontinued at any time. EasyParcel does not warrant the availability or performance of any Add-On Service and shall not be liable for any loss, damage, or claims arising from the use or unavailability of such services, except as expressly required under applicable law. You acknowledge and agree that certain Add-On Services may be provided by third parties, and your use of such services is subject to those third parties' terms and conditions. EasyParcel shall not be responsible for any acts, omissions, or failures of such third parties.

## **5. Payment Terms**

- 5.1 You may top up purchase credit in Ringgit Malaysia (RM) into your EasyParcel Account ("**EasyParcel Credits**") to be used solely for the payment of the Services or products made available on the Platform. EasyParcel Credits are non-transferable and may only be used within the ecosystem provided by EasyParcel.
- 5.2 EasyParcel's automated system will automatically deduct any available EasyParcel Credits from your account as the default primary method of payment upon completion of each order. The use of EasyParcel Credits is subject to the applicable prepaid rates, which may differ from the rates for other alternative payment methods. You cannot use an alternative payment method unless your EasyParcel Credits are insufficient to cover the full order amount. EasyParcel reserves the right, at its sole discretion, to determine the sequence of payment deduction and to decline or reverse any transaction in the event of suspected misuse or fraud, or other irregularities.
- 5.3 All top-up transactions and purchases of EasyParcel Credits are final. Once payment is completed, no cancellation, exchange, or refund will be entertained for any reason, including partial usage or non-usage. EasyParcel shall not be liable for any loss arising from incorrect top-up amounts or user error.
- 5.4 EasyParcel Credits will remain valid for a period of **twelve (12) months** from the date of your most recent successful top-up ("**Active Period**"). EasyParcel will notify you of the expiration of the Active Period not later than one (1) month before the date on which your EasyParcel Credit would expire. If no new top-up is made within the Active Period, all unused EasyParcel Credits including referral or promotional credits shall automatically expire without the need for further notice. Upon such expiry, no refund, reinstatement, or compensation shall be due or payable. EasyParcel reserves the right to take any necessary measures, including but not limited to the suspension or deactivation of your EasyParcel Account. Furthermore, EasyParcel reserves the right to amend the validity period, suspend, or forfeit any credits in the event of misuse, unauthorised activity, prolonged inactivity, or any breach of these T&C.
- 5.5 **Platform Fee (if and to the extent applicable):** No platform fee is currently imposed for transactions conducted through EasyParcel's Platform. EasyParcel may, upon prior notice, introduce a platform fee in the future, which may vary depending on the applicable service plan, transaction type, or other relevant factors. The applicable platform fee, if any, will be clearly disclosed to you prior to confirmation of each transaction, including as part of the checkout or payment flow. EasyParcel may revise the platform fee from time to time, provided that any such revision will not

apply retrospectively and will only apply to transactions entered into after the revised fee has been notified or published on the Platform. The platform fee is charged to cover administrative, technological, and operational costs associated with providing and maintaining the Platform and its related services. The platform fee is calculated based on the base price of the relevant product or service and forms part of the total amount payable, which will be displayed prior to payment confirmation. By proceeding with a transaction after the applicable platform fee has been disclosed, you acknowledge and agree to the platform fee applicable to that transaction.

- 5.6 **Conversion Rate (if and to the extent applicable):** All prices and payments on our Platform are in Ringgit Malaysia (RM), unless otherwise stated. If you choose to pay in another currency, the conversion rate will be based on the prevailing rate at the time of payment, as published by a reliable source (e.g., Bank Negara Malaysia). We may apply a reasonable adjustment to cover administrative or currency handling costs. The final amount in your chosen currency will be shown before you confirm payment. You agree that exchange rates fluctuate and that the rate applied at the time of your payment is final. We are not responsible for any losses due to currency fluctuations. If there is any difference between the displayed amount and the RM amount charged, the RM amount prevails and is the official amount for all legal, accounting, and contractual purposes.

## 6. Surcharges

- 6.1 By submitting the weight, dimensions, and any other required details of your Consignment(s), you acknowledge and agree that you are solely responsible for ensuring the accuracy and completeness of all such information. Postage charges will be calculated based on the data declared at the time of booking, and you are responsible for pre-paying the full postage accordingly. EasyParcel or the courier partner reserves the right, at any time, to inspect, measure, and/or weigh any Consignment to verify the information provided. In the event of any discrepancy, EasyParcel may recalculate and adjust the charges, and you agree to pay any additional amounts due.

- 6.2 The total postage for each Consignment shall be calculated by EasyParcel based on the following criteria:
- the weight or dimensions declared by the Customer at the time of shipment ("**Declared Weight/Dimensions**");
  - the actual weight and/or dimensions, or the calculated volumetric weight and/or dimensions (collectively, "**Chargeable Weight**") of the Consignment as measured or calculated by EasyParcel's appointed courier partner.

In the event of any discrepancy between the Declared Weight and the Chargeable Weight, EasyParcel shall be entitled to charge the higher of the two for billing purposes. You acknowledge that the Chargeable Weight may not appear on certain calculation pages during the booking process but will be displayed on the final confirmation page. Notwithstanding the foregoing, the Chargeable Weight formula and its application for billing are set out in these T&C and shall apply in all cases. The Chargeable Weight calculated by the courier partner shall be final and binding, except in the case of a manifest error in the shipment documentation or manifest, in which case EasyParcel may adjust the charges accordingly.

- 6.3 Upon collection of the Consignment, the courier partner shall verify the actual weight and dimensions of the Consignment. In the event of any discrepancy between the Declared Weight/Dimensions and Chargeable Weight, as reasonably determined based on EasyParcel's records or those of its courier partner, you hereby expressly agree and acknowledge that:
- the shipping charges shall be recalculated based on the higher of the Declared Weight/Dimensions or Chargeable Weight as determined by EasyParcel or its courier partner in accordance with EasyParcel's prevailing rates and applicable volumetric weight formula;
  - if the Consignment is heavier or larger than Declared Weight/Dimensions, EasyParcel reserves the right to impose Additional Charges, which include (collectively, the "**Additional Charges**"); (a) the difference between the recalculated shipping charges and the charges initially paid, and (b) a reasonable administrative fee for verifying and handling the discrepancy.
  - You irrevocably authorise EasyParcel to charge any Additional Charges to your registered debit or credit card or deduct the same from your EasyParcel Credit balance without further notice. Recalculation details will be made available to you via your EasyParcel Account or system notifications; and

- iv. EasyParcel may, at its sole discretion, suspend, restrict, or limit access to your EasyParcel Account if any Additional Charges remain unpaid. Without prejudice to any other rights or remedies available to EasyParcel under these T&C or at law, EasyParcel may impose late payment interest on any outstanding amount at a rate of 1% per month, calculated daily from the due date until full settlement, or at such other rate as may be permitted under applicable law, whichever is higher. EasyParcel shall not be liable for any loss, cost, expense, or damage (direct, indirect, or consequential) arising from any suspension, restriction, or limitation of your EasyParcel Account due to unpaid Additional Charges.
- 6.4 Redelivery fees may be imposed if you or your authorised representative is not available at the designated collection location during the scheduled collection window confirmed at the time of booking. Such fees shall be calculated in accordance with EasyParcel's prevailing policies or those of its appointed courier partners.
- 6.5 Additional surcharges may apply for Shipments originating from or destined to locations considered remote or outside major service areas, as determined at EasyParcel's sole discretion or that of its courier partners.
- 6.6 All booking, payment, and shipment processing are conducted through an automated system. In the event of a return of the Consignment, a return delivery fee shall apply, calculated based on the prevailing rates of the appointed courier partner. You acknowledge and agree that such fees are non-refundable and payable prior to any subsequent shipment or redelivery.
- 6.7 You shall be solely responsible for any customs duties, taxes, penalties, residential delivery surcharges, outskirt delivery area (ODA) fees, or any other additional costs imposed or incurred by the courier in connection with the Services provided. All such charges may be automatically debited from your registered payment card or deducted from your available EasyParcel Credits.
- 6.8 EasyParcel may require certain documents to be attached to or provided in respect of your Consignment(s), as communicated at the time of order placement or by subsequent notification. You acknowledge and agree that any failure to provide the required documents, or failure to respond within the stipulated time to any request or notification from EasyParcel, may result in shipment delays, additional charges, higher coverage fees, suspension of services, or such other consequences as EasyParcel deems necessary. EasyParcel shall be entitled, subject to applicable Malaysian laws and regulations and without liability, to withhold, delay, suspend, return, or lawfully dispose of any Consignment where the required documents are not provided, or where no response is received in accordance with EasyParcel's instructions, statutory requirements, or directives of the relevant authorities.
- 6.9 You acknowledge and agree that all shipping rates, fees, or related charges published on EasyParcel's Platform, website or any of its platforms are subject to change at any time without prior notice. The rates applicable to your order shall be those displayed and confirmed at the time your order is placed. EasyParcel shall not be liable for any discrepancies arising from outdated information or prior rates.
- 6.10 You further acknowledge that your EasyParcel Account status, including rates, benefits, and any applicable discounts, will be updated in accordance with your most recent top-up package. Any entitlements, privileges, or benefits associated with previous packages shall automatically terminate upon the commencement of a new package and shall no longer be valid.
- 6.11 In the event of any discrepancy or dispute regarding the weight and/or dimensions of a Consignment, EasyParcel reserves the absolute right to deduct any outstanding or Additional Charges from your EasyParcel Credits and/or charge the difference to your registered debit or credit card. The final payable amount shall be determined solely by EasyParcel or its appointed courier partner, acting in good faith. Any inquiries or disputes regarding such charges must be submitted to EasyParcel <https://app.easyparcels.com/my/en/contact-us/> in writing within three (3) calendar days from the earlier of: (a) the date of EasyParcel's notification of the discrepancy, or (b) the date the charge is posted to your registered card. Failure to submit a written dispute within this timeframe shall constitute irrevocable acceptance of the revised charges, and you shall be deemed to have waived any right to dispute or challenge such charges thereafter.

## **7. Prohibited Items**

- 7.1 Please note that certain items are classified as Prohibited Items and are strictly not permitted to be shipped using any of our Services. You are responsible for reviewing and ensuring that your item is not listed in our Prohibited Item List, available <https://easyparcel.com/my/prohibited/>. In the event that any Consignment is found or reasonably suspected to contain a Prohibited Item, whether before or after collection by our courier, EasyParcel reserves the sole and absolute right, at its discretion and without prior notice, to: (a) intercept, detain, hold, inspect, investigate, or open the Consignment; (b) dispose of, destroy, or surrender the item to relevant authorities; or (c) return the item to the Sender at the Sender's sole risk and expense. You, as the Sender, acknowledge and agree that EasyParcel shall not be liable for any loss, damage, or expense arising from any action taken in accordance with this Clause.
- 7.2 You shall be fully liable for all costs, expenses, losses, damages, fines, penalties, or surcharges incurred by EasyParcel or any third party as a result of your breach of this Clause. EasyParcel shall not be liable for any refund of postage or payment, nor shall you be entitled to any compensation, claim, or reimbursement in connection with any Prohibited Item collected or handled in violation of these T&C. For the avoidance of doubt, all risk and liability arising from the inclusion of any Prohibited Item shall rest solely with you, and EasyParcel shall have no responsibility whatsoever in relation thereto.
- 7.3 Without prejudice to any other provision under these T&C, you shall indemnify, defend, and hold harmless EasyParcel, its directors, officers, employees, agents, and affiliates, from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including without limitation any fines or penalties imposed by any governmental or regulatory authority, inspection costs, and/or costs associated with the disposal or destruction of Prohibited Items) (collectively, "**Losses**") which EasyParcel may suffer, incur, or be subject to as a result of your breach of this clause or any attempt to send Prohibited Items via the Services.
- 7.4 EasyParcel shall be entitled to recover such Losses from you by any of the following means, at its sole discretion:
- i. Automatic deduction of EasyParcel Credits from your EasyParcel Account;
  - ii. Automatic charge to any credit or debit card registered with EasyParcel;
  - iii. Any other lawful means available, including legal action or recovery proceedings, in the event that the remedies under (a) and (b) are unavailable or insufficient.
- 7.5 You acknowledge and agree that any attempted delivery of Prohibited Items shall incur additional charges, irrespective of whether the delivery is successfully completed. You will be notified of the applicable charges at the time of such an event. EasyParcel expressly reserves the right to recover such charges from you by any lawful means, including, without limitation, direct billing, deduction from your account balance, or set-off against any amounts otherwise payable to you. You further agree that such recovery shall not be deemed a waiver of any other rights or remedies available to EasyParcel under law or in equity.
- 7.6 It is solely your responsibility to review these T&C and to ensure, either independently or through consultation with our customer service channels, that your Consignment is permitted under our policies and applicable laws, including regulations in Malaysia, and the laws, regulations, and requirements of the destination country or authorities. You acknowledge that EasyParcel shall not be liable for any loss, delay, damage, or additional charges arising from your failure to verify the acceptability, legality, or compliance of your Consignment.
- 7.7 EasyParcel reserves the right, at its sole discretion and without prior notice, to intercept, detain, inspect, or investigate any Consignment if there is a reasonable suspicion that it contains Prohibited Items or is connected to fraudulent, illegal, or suspicious activities under Malaysian law. EasyParcel may report such matters to the Royal Malaysia Police (PDRM) or any other competent regulatory or enforcement authority, and shall fully cooperate with any subsequent investigation, legal proceedings, or enforcement actions. EasyParcel shall not be liable for any loss, damage, or delay resulting from such actions.

## **8. Collection & Delivery**

- 8.1 Our Platform records all booking data based on the information provided by you when using the Quote & Book system. You are solely responsible for ensuring the accuracy of the information provided. In the event that a

collection does not occur, is only partially fulfilled, or is delayed beyond the allocated time slot, you must promptly notify EasyParcel of the issue. EasyParcel will use reasonable efforts to arrange an alternative collection at a mutually agreeable time, subject to availability. If you fail to notify EasyParcel of a failed, partial, or delayed collection within a reasonable time, the order shall be deemed void and automatically expire seven (7) days after the original scheduled collection date. Upon expiration, the order will be automatically cancelled in the system, and you shall have no entitlement to any refund, compensation, or reactivation of the order. EasyParcel shall not be liable for any loss, damage, or consequences arising from your failure to report a delayed, failed, or partial collection.

8.2 Collections and deliveries will be made only on the working days of the respective courier companies. EasyParcel shall not be held liable for any delays, disruptions, or non-deliveries outside the control of the couriers. For detailed information regarding the operational hours of each courier, please refer to the respective courier’s website.

Couriers	Website
Pos Laju	<a href="https://www.pos.com.my/">https://www.pos.com.my/</a>
J&T Express	<a href="https://www.jtexpress.my/">https://www.jtexpress.my/</a>
J&T Cargo	<a href="https://www.jtcargo.my/">https://www.jtcargo.my/</a>
Skynet	<a href="https://www.skynet.com.my/">https://www.skynet.com.my/</a>
DHL eCommerce	<a href="https://www.dhl.com/my-en/home/our-divisions/ecommerce.html">https://www.dhl.com/my-en/home/our-divisions/ecommerce.html</a>
KEX Express	<a href="https://my.kex-express.com/">https://my.kex-express.com/</a>
UTS	8am - 5.30pm, Monday - Friday 8am - 1pm, Saturday
Aramex	<a href="https://www.aramex.com">https://www.aramex.com</a>
Teleport Priority	<a href="https://www.teleport.asia/">https://www.teleport.asia/</a>
Qxpress	<a href="https://www.qxpress.net/">https://www.qxpress.net/</a>
DHL Express	<a href="https://www.dhl.com/my-en/home.html">https://www.dhl.com/my-en/home.html</a>
SF Express	<a href="https://www.sf-international.com/my/en/">https://www.sf-international.com/my/en/</a>
EMS	<a href="https://www.pos.com.my/">https://www.pos.com.my/</a>
Janio	<a href="https://janio.asia/sea/malaysia/">https://janio.asia/sea/malaysia/</a>
Flash Express	<a href="https://www.flashexpress.my/">https://www.flashexpress.my/</a>
Lalamove	<a href="https://www.lalamove.com/en-my/">https://www.lalamove.com/en-my/</a>
City-Link Express	<a href="https://citylinkexpress.com">https://citylinkexpress.com</a>
BEST Express	<a href="https://www.best-inc.my/">https://www.best-inc.my/</a>
UPS	<a href="https://www.ups.com/my/en/">https://www.ups.com/my/en/</a>
Pandago	<a href="https://pandago.my/">https://pandago.my/</a>
Ninja Van	<a href="https://www.ninjavan.co/en-my">https://www.ninjavan.co/en-my</a>
FedEx International	<a href="https://www.fedex.com/en-my/home.html">https://www.fedex.com/en-my/home.html</a>
Redly Express	<a href="https://www.redlyexpress.com/">https://www.redlyexpress.com/</a>
Celsius Express	<a href="https://celsiusexpress.com/">https://celsiusexpress.com/</a>
SPX Express	<a href="https://spx.com.my/">https://spx.com.my/</a>
Lazada Express	<a href="https://helpcenter.lazada.com.my/">https://helpcenter.lazada.com.my/</a>

- 8.3 Only an air waybill or consignment note generated by EasyParcel (“**Air Waybill**”) shall be valid for the purpose of collection and delivery. If the Air Waybill fails to generate or is otherwise unavailable for download, it is your responsibility to notify EasyParcel immediately. You must ensure that any printed Air Waybill or consignment note is legible and in good condition for collection. For EasyParcel’s Paperless Services, no printed Air Waybill is required. Detailed instructions and requirements are available on our website. EasyParcel reserves the right, at its sole discretion, to refuse collection or delivery if the Air Waybill is not provided or presented in accordance with these requirements. EasyParcel shall not be liable for any delays, losses, or damages arising from your failure to comply with this Clause.
- 8.4 You or your authorised representatives shall be present at the collection address during the designated collection hours as specified in the courier’s service information. EasyParcel will not be liable for any failure to collect consignment items if the collection address is unattended. No refunds will be issued, and no recollection will be arranged for unattended collections or missed appointments.
- 8.5 Please note that all guaranteed services commence once the Consignment is collected. No refunds will be provided once the Consignment has been collected by the courier partner or dropped off at the collection point or courier branch. In the event of a failed collection, it is the Customer’s sole responsibility to promptly notify EasyParcel to arrange a rescheduled collection. EasyParcel shall not be liable for any refunds, discounts, or compensation for failed collection attempts. Any rescheduling shall be subject to availability and additional charges may apply.
- 8.6 If the Receiver is unavailable at the time of delivery, the appointed courier partner will perform a second delivery attempt and, where applicable, a third attempt in accordance with the courier’s internal policies and operational procedures. In the event the Receiver does not respond or remains unavailable after the required delivery attempts, the Consignment will be returned to the Sender. No refund, replacement, or compensation shall be provided for any Consignment that cannot be delivered due to the Receiver’s unavailability, failure to respond, or failure to provide accurate delivery information. EasyParcel shall not be responsible or liable for any delay, loss, damage, or additional costs arising from the Receiver’s unavailability or failure to accept delivery.
- 8.7 **Third-Party Collections:** If the Customer arranges for the collection to be made by a third party at a location other than the account holder’s address, it is the Customer’s responsibility to ensure that someone is present at the third-party location to hand over the goods to the courier. EasyParcel shall not be held liable for any failure to collect the Consignment in such cases. Any issues arising from third-party collections are the sole responsibility of the Customer.
- 8.8 Track & Trace details will be made only available after the Consignment has been successfully collected and scanned by the assigned courier. Prior to the completion of this process, no tracking details will be accessible.
- 8.9 **Pos Laju Shipments:** It is your sole responsibility to request and obtain the required signature on the Sender’s Copy or PL9 form (applicable only to Pos Laju shipments) from the courier rider upon collection of the Consignment. For couriers other than Pos Laju, you are strongly advised to use the courier’s official manifest (please see <https://helpcentre-my.easyparcels.com/support/solutions/articles/9000190599-download-courier-manifest-as-proof-of-collection>) to ensure proper documentation and accountability. Failure to do so may result in an inability to trace or validate the shipment, for which EasyParcel shall bear no liability.
- 8.10 Neither EasyParcel nor the courier partner shall be liable for any loss, delay, or damage to any Shipment that is not accompanied by a valid Consignment Note or Air Waybill during transit. Each Air Waybill number must correspond to one (1) individual Shipment, Consignment, parcel, or carton. The use of a single Air Waybill for multiple or separated Shipments is strictly prohibited and constitutes a breach of these T&C. EasyParcel reserves the right, at its sole discretion, to reject, hold, or impose additional charges on any Consignment that does not comply with this requirement.
- 8.11 For on-demand services, all orders are final upon successful placement. No cancellations, changes, or refunds shall be permitted under any circumstances, including non-utilisation of the service or any error or delay caused by you.

- 8.12 In the event an order is cancelled (whether by you or otherwise in accordance with these T&C), you shall not dispatch or pass the Consignment to the courier. Any Consignment delivered or handed over in breach of this provision shall be done entirely at your own risk. EasyParcel and its courier partners shall not be responsible for any loss, damage, inability to track, or failure to deliver such consignment. You shall remain fully liable for any consequences or claims arising therefrom.
- 8.13 Upon successful delivery of the Consignment by the courier partner, and provided that you (the Sender) have supplied a valid and accurate email address for the Recipient, EasyParcel may issue an automated delivery-review request or related notification to the Recipient. Such communication shall be limited to purposes reasonably connected to the delivery of the Consignment. EasyParcel does not warrant or guarantee the accuracy, timeliness, successful transmission, or receipt of any such automated notifications and shall not be liable for any delay, failure, error, or omission in the sending or delivery of these communications.

## **9. International Shipments**

- 9.1 Shipment charges are calculated based on the higher of the actual weight or the volumetric weight. The Courier reserves the right to re-weigh, re-measure, and re-classify any Shipment at any time to verify the correct chargeable weight. For more information, please refer to our Packaging Guidelines at <https://easyparcel.com/my/packaging/>. You agree to pay, and, where applicable, to reimburse the courier partner for all shipment charges, surcharges, ancillary fees, duties, taxes, penalties, and any other amounts imposed or incurred in connection with the Shipment, whether incurred on your behalf, the Receiver's behalf, or any third party's behalf. In addition, you shall be fully responsible and liable for any claims, damages, penalties, fines, losses, and expenses arising from, or in connection with, any Shipment that is non-compliant, prohibited, improperly declared, misdescribed, under-declared in weight or dimensions, or otherwise unacceptable for transport under applicable laws, regulations, or the courier's policies.
- 9.2 Where the shipment is transported using a combination of air, road, sea, or any other mode of carriage, the Parties agree that, for the purposes of liability, risk allocation, and the application of EasyParcel's terms, the Shipment shall be treated as having been carried by air for the entire duration of transit, except where such interpretation is expressly prohibited under applicable Malaysian law.
- 9.3 EasyParcel provides two delivery options for international shipments: Delivery Duty Paid ("DDP") and Delivered Duty Unpaid ("DDU"). Under DDP, EasyParcel will arrange for applicable import duties, taxes, and customs clearance charges to be paid on behalf of the Customer, which shall be invoiced to and payable by the Customer. Under DDU, the Customer or the Consignee shall be fully responsible for all import duties, taxes, customs clearance fees, and any related regulatory requirements at the destination country. EasyParcel shall not be liable for delays, storage charges, or penalties arising from the Customer's or consignee's failure to fulfil such obligations.
- 9.4 For any shipment under DDP shipment, you shall be fully responsible for and shall bear all costs relating to transportation and customs clearance, including but not limited to import duties, taxes, customs clearance fees (whether imposed by the Royal Malaysian Customs Department, the courier, or any other third party), brokerage fees, handling charges, and any other charges incurred for the delivery of the Consignment to the Receiver/Consignee. All such costs will be included in the total amount payable by you at the time of booking. You further agree and warrant that:
- i. all information, documents, and declarations relating to the Consignment are true, accurate, complete, and compliant with all applicable Malaysian export and import laws and regulations, including valuation requirements under the Customs Act 1967 and related regulations;
  - ii. the Consignment is properly prepared and ready for unloading at the point of delivery; and
  - iii. the Consignment complies with all applicable export and import restrictions, permits, and licensing requirements, including any prohibitions or special controls imposed by Malaysian authorities or the destination country.

If you intend to select the DDP service, please refer to the relevant service guide for additional terms and requirements <https://blog.easyparcel.com/my/ultimate-checklist-for-international-delivery/>.

- 9.5 For shipments arranged on a DDU basis (or DAP under Incoterms 2010/2020), the Receiver/Consignee shall bear sole and primary responsibility for all customs duties, Value Added Tax (VAT), Sales and Service Tax (SST), import charges, brokerage fees, penalties, storage fees, or any other levies imposed by the destination country's authorities or our courier partners. In the event that the Receiver/Consignee (i) refuses to accept the Consignment; (ii) fails, refuses, or delays in making the required payments; or (iii) cannot be contacted after reasonable attempts, liability for all such charges shall immediately revert to you (the Sender). In the event the Receiver/Consignee fails, refuses, or delays in making the required payments, or cannot be contacted, we will notify you (the Sender) via your registered email or contact number. You are required to respond to such notice with clear instructions within the timeframe specified in our notification to you, which shall be determined based on the requirements of our courier partner or local customs authorities. Failure to (i) provide a written response; or (ii) ensure payment is settled by the Receiver/Consignee within this timeframe shall be deemed a breach of these T&C. If the charges remain unpaid upon the expiry of this period, liability shall immediately revert to you. In such an event, you agree that we may, at our sole discretion and without further notice to you, charge all outstanding amounts including any related administrative, handling, warehouse storage, return-to-sender, or disposal fees directly to your account or the payment method on your account. You agree to indemnify and hold us harmless against any claims, losses, or costs arising from the Receiver/Consignee's failure to pay. We reserve the right to withhold future services or exercise a lien over other shipments until such debts are settled in full. If you intend to proceed with DDU services, please refer <https://blog.easyparcel.com/my/ultimate-checklist-for-international-delivery/> for the applicable terms and conditions.
- 9.6 For both DDP and DDU shipments, you (as the Sender) and/or the Receiver acknowledge that the relevant customs authorities and/or our courier partners may impose additional charges in the event of any misdeclaration of the Consignment(s). Such misdeclaration may include, without limitation, errors in quantity, quality, description, weight, measurement, classification, or undervaluation, as determined by the customs authorities of the destination country. You agree to be solely responsible for any such additional charges, duties, taxes, or penalties arising therefrom.
- 9.7 EasyParcel shall not be liable for any refund of shipping fees, duties, or taxes for DDP or DDU shipments once the Consignment has been collected by our courier partners. Claims for lost, damaged, or delayed Consignments must be submitted in accordance with Clause 11. Any compensation payable shall be limited to the lowest of the following:
- i. the declared value of the Consignment at the time of booking;
  - ii. the value stated on the purchase invoice; or
  - iii. the maximum compensation coverage provided by the relevant courier partner.
- 9.8 You and/or the Receiver shall comply with all applicable Malaysian and international import and export laws, regulations, and any requirements, guidelines, or recommendations issued by the relevant customs authorities or other domestic or international regulatory bodies. The relevant customs authorities shall have the right, at their sole discretion, to return, dispose of, confiscate, or seize any Consignment deemed prohibited, hazardous, or a threat to public safety, national security, or regulatory compliance. In such events, EasyParcel shall not be liable for any loss, damage, delay, or expense arising from such actions. All costs and charges incurred as a result, including but not limited to shipping fees (including return-to-origin charges), customs duties, taxes, penalties, fines, or administrative fees, shall be borne solely by you and may be charged to your EasyParcel Account.
- 9.9 Without prejudice to any other rights or remedies available under these T&C, you agree to fully indemnify and hold harmless EasyParcel from and against any and all additional or extra charges, including but not limited to additional duties, taxes, and redelivery charges ("**Extra Charges**"), which EasyParcel may incur, sustain, or suffer in connection with any excess weight and/or dimensions of your Consignment(s). EasyParcel shall have the right to recover such Extra Charges by any one or more of the following methods:
- i. automatic deduction from any available credits in your EasyParcel Account;
  - ii. automatic charge to your registered credit or debit card; or
  - iii. any other lawful means available under Malaysian law, including without limitation legal action or recovery proceedings, in the event that the remedies under subclauses (i) and (ii) are unavailable or insufficient.

For the avoidance of doubt, this indemnity is in addition to, and not in substitution for, any other rights or remedies EasyParcel may have under these T&C or at law.

9.10 In the event that a Shipment has been collected but has not yet left Malaysia and is required to be returned to you for any reason, any applicable delivery or return charges shall be charged at the rates imposed by the relevant courier or logistics service provider. You acknowledge and agree that such charges are your responsibility.

#### **10. Delay/Damage/Loss (Missing Consignment)**

10.1 EasyParcel shall not be liable for any delay, damage, or loss of items that are included in the Prohibited Items List. Customers are strongly advised to review our <https://easyparcel.com/my/prohibited/> prior to shipment.

10.2 You are solely responsible for ensuring that your Consignment(s) are packed in a professional and secure manner suitable for transport. Any claim arising from a Consignment that is inadequately or improperly packaged will be rejected. We strongly recommend using a packaging flyer or a double-walled box, with sufficient padding surrounding the item to provide adequate protection. Please refer to our <https://easyparcel.com/my/packaging/> for detailed instructions on proper packaging. Please note that you are solely responsible for ensuring that the Consignment(s) are properly and securely packed. Neither EasyParcel nor the appointed courier shall be liable for any loss, damage, or delay resulting from insufficient, improper, or defective packaging. By submitting your Consignment(s), you acknowledge and accept this responsibility.

10.3 In the event of damage, you must retain all original packaging and make the item available for inspection in the condition it was delivered, at the delivery address, unless otherwise agreed in writing. Any item that is moved, repaired, or repackaged, or where packaging is not retained, may result in the rejection of any claim.

10.4 Any item transported using our Services must be able to withstand ordinary handling, including minor impacts such as short drops. Fragile or delicate items, including but not limited to glass, ceramics, electronics, and perishable goods, should not be sent through our Services. EasyParcel shall not be liable for any damage to fragile items where the external packaging remains intact, and such items will be deemed ineligible for any claims for loss or damage.

10.5 If the external packaging of a Consignment remains intact upon delivery, any claim for internal damage shall be considered invalid. This is indicative that the internal packaging or cushioning was insufficient to protect the contents during normal transit. Customers are responsible for ensuring that all items are packaged adequately to withstand transit.

10.6 EasyParcel shall not be liable for the refund of any fees or charges paid, including but not limited to shipping fees, DDP charges, or DDU charges, for any loss or damage to consignments caused by circumstances beyond EasyParcel's reasonable control, including but not limited to natural disasters, accidents, strikes, acts of God, or government actions.

10.7 Any loss of Consignment, including but not limited to Consignments delivered to the wrong Recipient, Consignments with missing or swapped contents, or consignments for which tracking updates are not available after collection by the courier rider or drop-off at a courier branch or designated point, and any damaged consignments, must be reported to EasyParcel within the timeframe specified by the respective courier company, calculated from the date of delivery as recorded in EasyParcel's system. Timely reporting is essential for EasyParcel and its courier partners to investigate and process any claim.

10.8 Consignments reported as lost or damaged after the timeframe specified by the respective courier company shall not be eligible for compensation. EasyParcel and its courier partners shall not be liable for any delays, losses, or damages arising from claims submitted after the stipulated timeframe. For reference, the applicable reporting deadlines for each courier company are set out in **Table A** below.

10.9 The maximum compensation for any lost or damaged consignment shall be the lower of: (i) the value declared by the sender at the time of booking; (ii) the value stated on the invoice for the consignment; or (iii) the maximum liability coverage provided by the courier company. Details of the applicable limits for each courier company are set out in **Table A** below.

Domestic			
Courier Provider	Reporting Time Frame for *Lost or Damaged Parcels <i>*Lost includes parcels delivered to the wrong receiver, missing content, swapped parcels, or no update on tracking status after collection/delivery.</i>	Weight	Maximum Liability Coverage
Pos Laju	Within 2 days (48 hours)  <b>**For parcels that are lost, contain missing content, or have been swapped, the recipient must submit a claim online through EasyParcel's Platform within forty-eight (48) hours from the delivery date as recorded in EasyParcel's system.</b>	All	RM200
Skynet	Within 2 days	All	RM200
DHL eCommerce	Within 48 hours	All	RM200
KEX Express	Within 24 hours	All	RM200
UTS	Within 24 hours	All	RM200
Aramex Express	Within 24 hours	All	RM200
Flash Express	Within 24 hours	All	RM200
Qxpress	Within 2 days	All	RM300
Pickupp	Within 3 days	All	RM200
J&T Express	Within 2 days	All	RM200
J&T Cargo	Within 2 days	All	RM200
Lalamove	Within 2 days	All	RM400
	Within 7 days (For business users)	All	RM2,300
City-Link Express	Within 1 day/24 hours	All	RM200
BEST Express	Within 2 days	All	RM300
pandago	Within 1 day (For damaged parcels)	All	RM300
	Within 7 days (For lost parcels)	All	RM300
Celsius Express	Within 3 hours (For damaged parcels)	All	RM200
	Within 7 days (For lost parcels)	All	RM200
SPX Express	Within 7 working days	All	RM200
Lazada Express	Within 14 working days	All	RM200

International			
Courier Provider	Reporting Time Frame for *Lost or Damaged Parcels	Mode of Transport	Maximum Liability Coverage
	<i>*Lost includes parcels delivered to the wrong receiver, missing content, swapped parcels, or no update on tracking status after collection/delivery.</i>		
SF Express	Within 24 hours	Air or non-road	Maximum USD100 per shipment for air / non road transportation, or coverage on parcel value, whichever is lower.
		Road	USD 10/kg or max USD100 per shipment
EMS	Within 7 days	All	RM100 (document); RM300 (parcel)
Aramex Express	Within 24 hours	All	USD 100 per tracking number at declared value, whichever is lower
Janio	Within 24 hours	All	USD100 per shipment or USD10 per kg of an individual item in the order, whichever is lower
Teleport Priority	Within 2 days	All	RM300
UPS	Within 14 days	All	USD100
Ninja Van	Within 2 days	All	RM200
FedEx International	Within 3 days	All	USD100
Redly Express	Within 3 days	All	RM200

**Table A: Time Frames and Maximum Coverage**

- 10.10 For any Consignment whose value exceeds the maximum liability/coverage offered by the courier or service provider, you are strongly advised to obtain additional insurance from a licensed insurer (covering loss and damage) and/or to purchase any transit protection plan offered by EasyParcel (i.e., EasyCover). EasyCover's liability for any consignment shall be limited to loss (missing consignment) during transit only and shall not extend to damage, except to the extent expressly stated in EasyCover's published coverage. The Sender must declare the full value of the Consignment at the time of booking. Any claim for loss or damage must be notified to EasyCover in writing within the timeframes set out in these T&C, failing timely notification EasyCover's liability shall be extinguished to the extent permitted by law.
- 10.11 Please note any compensation, if applicable, shall be assessed and determined on a case-by-case basis, taking into account the nature, cause and circumstances of the delay, damage or loss, following an investigation carried out by

the relevant courier or service provider. Upon receipt of a duly completed request or complaint submitted through EasyParcel's website, the matter shall be escalated to the relevant courier or service provider for review and investigation. Where the investigation determines that the delay, damage or loss did not arise from the act, omission or fault of the courier or service provider, EasyParcel, the courier and/or the service provider shall not be liable to provide any compensation, subject always to applicable laws.

10.12 In respect of any Shipment that is not delivered, the Customer must notify EasyParcel within twenty-five (25) days from the date of consignment collection. Failure to submit such notification within the prescribed timeframe may result in EasyParcel and/or the courier or service provider being entitled to reject the claim, unless otherwise required under applicable laws. You may report the issue via our website or contact us <https://app.easyparcel.com/my/en/contact-us/> for further assistance.

10.13 To enable EasyParcel to assess and process any claim or complaint, the Customer shall provide the relevant EasyParcel order number and/or tracking number together with a clear and detailed description of the issue. Upon receipt of complete information, EasyParcel shall conduct a preliminary review and may take up to two (2) working days to do so, after which EasyParcel will respond or contact the Customer through its Platform or other appropriate means.

## **11. Liability and Claims**

11.1 To the maximum extent permitted by applicable law, EasyParcel's liability, if any, arising out of or in connection with any Consignment or Shipment shall be strictly limited to direct physical loss of or damage to the relevant Consignment or Shipment, and shall in all circumstances be subject to and capped at the compensation limits specified in **Table A**. EasyParcel shall not be liable for any other loss or damage whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise. Without limiting the generality of the foregoing, EasyParcel expressly excludes any liability for indirect, incidental, consequential, special, exemplary, or economic loss or damage, including but not limited to loss of profits, loss of revenue, loss of data, loss of business, loss of market, loss of goodwill, loss of anticipated savings, administrative inconvenience, or disappointment, whether or not such loss or damage was foreseeable or EasyParcel had been advised of the possibility thereof.

11.2 EasyParcel may, from time to time, establish or amend general practices, operational rules, or limits relating to the use of the Services, where reasonably necessary for operational, security, legal, regulatory, or risk-management purposes. EasyParcel reserves the right, acting reasonably and in good faith, to modify, suspend, restrict, or discontinue any part of the Services, whether temporarily or permanently, upon reasonable notice where practicable, or without prior notice where immediate action is required due to legal, regulatory, security, or risk considerations. To the fullest extent permitted by applicable laws, EasyParcel shall not be liable to you or any third party for any modification, suspension, restriction, or discontinuation of the Services. EasyParcel may decline to process, accept, or permit any transaction or Consignment where: (i) such transaction or Consignment does not comply with these T&C or any applicable policies, rules, or procedures of EasyParcel and/or its courier partner; or (ii) EasyParcel reasonably believes that such transaction or Consignment may contravene any applicable law or regulation, or may expose EasyParcel or its affiliates to legal, regulatory, operational, or reputational risk. Subject to applicable laws, if you are dissatisfied with the Services, your sole and exclusive remedy shall be to discontinue use of the Services and to close your EasyParcel Account.

11.3 To the extent permitted by applicable laws, EasyParcel shall not be liable for any loss, damage, delay, non-delivery, misdelivery, deterioration, or failure to perform in relation to any Consignment or the provision of the Services, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise. Where EasyParcel is found to be liable notwithstanding the foregoing, such liability shall be limited strictly to direct and proven losses only. In no event shall EasyParcel be liable for any indirect, incidental, consequential, special, punitive, or economic losses, including but not limited to loss of profit, loss of business, loss of market, or loss of opportunity. EasyParcel's total cumulative liability for all claims arising out of or in connection with the Services, any Consignment, or these T&C shall not exceed the lower of: (i) the actual declared value of the affected Consignment; or (ii) the maximum liability amount specified in Clause 11.1.

- 11.4 Each Service includes only the limited basic compensation (if any) provided by the relevant courier company, as stated in **Table A**. Such compensation is determined by the courier company and is subject to its own terms and conditions. If you require full coverage for your Consignment, you may choose to purchase a separate transit protection plan, such as the one offered by EasyCover, subject to EasyCover's applicable terms and conditions. Where a transit protection plan has been purchased, any compensation for loss of the Consignment during transit shall be governed by that plan and shall override the basic compensation provided by the courier company. Details of EasyCover's transit protection plan are available <https://easyparcel.com/my/easycover-tnc/>, and the step-by-step guide can be found <https://helpcentre-my.easyparcel.com/support/solutions/articles/9000196016-easycover>. Please note that EasyCover covers only loss during transit and does not cover damage, partial loss, delay, or any other liabilities.
- 11.5 For the avoidance of doubt, any claim and any applicable basic compensation coverage shall be strictly limited to **one (1) claim per consignment**, as evidenced by one (1) Consignment Note, notwithstanding that such consignment may comprise multiple parcels, packages, or items. No separate or multiple claims shall be accepted or entertained in respect of individual parcels, packages, or items forming part of the same consignment.
- 11.6 **EasyParcel InsurePlus:** In the event of a total loss of a domestic shipment, and subject at all times to the applicable terms and conditions of EasyParcel InsurePlus, Users who have validly subscribed to EasyParcel InsurePlus may be eligible to receive additional compensation coverage, which shall be provided in addition to any basic compensation offered by the relevant courier company. Such additional compensation shall be limited to reimbursement in the form of EasyParcel Credit of an amount equivalent to Ringgit Malaysia Fifty (RM50.00) or the declared value of the consignment, whichever is lower. For the avoidance of doubt, this additional compensation is not cash-refundable, non-transferable, and shall be applied strictly in accordance with EasyParcel InsurePlus terms and conditions. Further details of EasyParcel InsurePlus are available <https://helpcentre-my.easyparcel.com/support/solutions/articles/9000188824-easyparcel-insureplus>.
- 11.7 In the event of any claim for loss or damage, you shall, within such timeframe as may be specified by EasyParcel, provide complete, accurate and verifiable supporting documentation. EasyParcel reserves the right to request additional information or documentation where reasonably necessary to assess the claim. Failure to provide the required documentation may result in the claim being rejected. For further information, you may contact EasyParcel via the designated communication channels.
- 11.8 Without prejudice to any other rights of EasyParcel under these T&C, no compensation shall be payable and any claim shall be rejected where the loss or damage arises directly or indirectly from any of the following circumstances: (a) the Consignment being insufficiently, improperly or inadequately packed, whether by the customer or any third party; (b) the Consignment lacking proper, accurate or legible labelling; or (c) the Consignment containing any item listed under EasyParcel's Prohibited and Non-Compensable Items List, as updated from time to time. You acknowledge and agree that you are responsible for reviewing and complying with EasyParcel's Packaging Guidelines and Prohibited and Non-Compensable Items List prior to placing any order.
- 11.9 All claims, demands, or complaints of any nature whatsoever (including, without limitation, claims relating to loss, missing Consignments, delay, or damage) must be notified in writing to EasyParcel strictly within the timeframes prescribed by the relevant courier service partner, as set out in **Table A**, and shall in all cases be subject to Clauses 10.9, 10.10, 10.11, and 10.12. Failure by the Customer to comply fully with the applicable notification timelines, procedural requirements, and conditions precedent shall constitute an absolute bar to any claim against EasyParcel, and EasyParcel shall be discharged from all liability in respect of such claim, to the fullest extent permitted under applicable Malaysian laws.
- 11.10 EasyParcel reserves the right, at any time and without prior notice, to correct any typographical, clerical, computational, or other inadvertent error or omission appearing in any invoice, quotation, Consignment document, record, or information issued or made available by EasyParcel, whether electronically (including via its website) or otherwise. Any such correction shall not give rise to any liability, claim, or entitlement to compensation against EasyParcel, provided that such correction does not result from fraud or wilful misconduct, and shall be binding on the Customer.

**12. Liability Continued**

- 12.1 Each individual or corporate entity is permitted to maintain only **one (1) personal account** and **one (1) company account** with EasyParcel. Any Shipment(s) made under duplicated or multiple accounts in breach of this provision may be cancelled, and the relevant account(s) may be suspended or terminated without prior notice. Any undelivered Shipment(s) arising from such breach shall be retained at EasyParcel's headquarters for a period of thirty (30) days. Upon expiry of this period, any unclaimed consignment may be disposed of by EasyParcel at its sole discretion, and, to the extent permitted by applicable laws, shall no longer be eligible for any claim, refund, or compensation.
- 12.2 EasyParcel strictly prohibits any unauthorised party, including unauthorised resellers, from reselling, distributing, or offering for sale any of EasyParcel's services or products made available on the Platform. EasyParcel reserves the absolute right, at its sole discretion, to suspend, terminate, or otherwise restrict access to its Services, whether in part or in full, for any unauthorised reseller, its customers, or any associated user, without any obligation to refund any remaining credit balance. EasyParcel shall not be responsible or liable for the maintenance, storage, or preservation of any data, content, or messages associated with such suspended, restricted, or terminated accounts. Furthermore, EasyParcel shall have no obligation to forward, retrieve, or provide access to any unread, unsent, or stored messages to any unauthorised reseller, customer, user, or third party.
- 12.3 You shall be solely responsible for ensuring the accuracy and completeness of all information provided when placing an order. EasyParcel shall not be liable for any claims, losses, or damages arising from inaccurate, incomplete, or incorrect information provided by you. No refunds shall be issued in such circumstances.
- 12.4 EasyParcel facilitates, on your behalf, the payment of any pre-paid charges to the appointed courier. EasyParcel shall not be liable for any additional charges imposed by the courier, including, without limitation, surcharges, adjustments, or other incidental fees.
- 12.5 EASYPARCEL'S LIABILITY, IF ANY, SHALL BE STRICTLY LIMITED TO THE CUSTOMER WHO PLACED THE ORDER WITH EASYPARCEL, AND SHALL APPLY ONLY IN INSTANCES WHERE THE APPOINTED COURIER HAS BEEN PROVEN TO BE NEGLIGENT IN THE HANDLING OR TRANSPORTATION OF THE GOODS. EASYPARCEL SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES ARISING FROM THE TRANSPORTATION OF GOODS.
- 12.6 Loss of a Consignment or damage occurring under any of the following circumstances shall not be the responsibility of EasyParcel or its courier partners and shall not be eligible for compensation or coverage:
- i. any event beyond the reasonable control of EasyParcel or its courier partners;
  - ii. acts of God, including but not limited to natural disasters such as floods, earthquakes, storms, or other severe weather events;
  - iii. war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, or the exercise of military or usurped power;
  - iv. insufficient, improper, or incorrect packaging and/or labelling of the consignment by you, the Sender, or any third party; and
  - v. consignments containing prohibited items or illegal contents under Malaysian law.
- 12.7 EasyParcel shall deal exclusively with the registered account owner/holder. EasyParcel shall not be responsible or liable for any instructions, authorisations, or representations given or made by any other person, except where such person has been expressly authorised in writing by the account owner/holder.
- 12.8 Our Platform may provide features powered by artificial intelligence, machine learning, automated decision-support systems, or conversational interfaces (including chatbots) (collectively, "**AI Tools**"), including without limitation Smart Address suggestions, Harmonized System Code ("HSC Code") recommendations, and automated or chatbot-based responses or guidance. AI Tools are provided solely for general informational and advisory purposes to assist in improving data accuracy and operational efficiency. They do not constitute professional, legal, customs, regulatory, or compliance advice, and must not be relied upon as such. While we use reasonable efforts to design and maintain AI Tools to generate relevant outputs, our Platform does not warrant, represent, or guarantee the accuracy, completeness, timeliness, suitability, or legal correctness of any output, recommendation, response, or suggestion

generated by AI Tools, including chatbot responses. You acknowledge and agree that you are solely responsible for reviewing, verifying, validating, and confirming the accuracy, appropriateness, and legal or regulatory compliance of all AI-generated outputs before using, submitting, acting upon, or relying on them in any manner. To the fullest extent permitted by law, EasyParcel's Platform, its affiliates, officers, employees, agents, and service providers shall not be liable, whether in contract, tort (including negligence), or otherwise, for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or in connection with the use of, or reliance upon, any AI-generated output, including without limitation misclassification, incorrect addresses, erroneous chatbot responses, or non-compliance with applicable laws or regulations. By using any AI Tools, including chatbots, you acknowledge and agree that such tools are advisory in nature, and that you assume full responsibility and risk for their use in any operational, commercial, customs, or regulatory context. If you have any questions or require clarification, you may contact our customer service team for general assistance.

- 12.9 Further details regarding our parcel delivery services can be found in our <https://helpcentre-my.easyparcel.com/support/home>.
- 12.10 By placing a booking with EasyParcel, you acknowledge that you have read, understood, and agreed to be bound by these T&C, including any documents incorporated herein by reference. Your continued use of our services constitutes your ongoing acceptance of these T&C.
- 12.11 Any claim approved by EasyParcel shall constitute the full and final remedy and settlement in respect of any consignment that is lost, damaged, or otherwise affected, including any and all consequential losses or damages arising therefrom. Upon such settlement, you shall have no further entitlement to any payment, compensation, or other claims from EasyParcel in relation to the same consignment.

### 13. Cash On Delivery ("COD") Services

- 13.1 EasyParcel offers a Cash on Delivery (COD) payment option for deliveries within Malaysia. For the avoidance of doubt, COD services are not available for Prohibited Items, as specified in EasyParcel's list of restricted and Prohibited Items, nor for items restricted by EasyParcel's COD service partners. The Sender and the Recipient are responsible for reviewing the list of Prohibited Items of the relevant COD service partner prior to placing an order. The Recipient must also agree to the delivery schedule proposed by the courier and is solely responsible for ensuring full payment upon delivery. EasyParcel shall not be liable for any delays, refusal of delivery, or non-acceptance of payment resulting from the Recipient's failure to comply with these obligations.
- 13.2 **Payment Method:** Subject to these T&C, EasyParcel provides the Receiver/Consignee with a payment method through its COD service partners, specifically cash payment upon delivery of the Shipment. EasyParcel does not guarantee the availability of any particular payment method and shall not be liable for any failure or delay in payment collection caused by its COD service partners.
- 13.3 **Service Areas:** EasyParcel's COD Services are subject to the availability and operational coverage of its appointed COD service partners and apply solely to parcel deliveries within Malaysia. EasyParcel reserves the right, at its sole and absolute discretion, to modify, limit, or expand the areas where COD Services are offered. These T&C may be revised from time to time without prior notice.
- 13.4 **COD Service Partners:** The list of our appointed COD service partners is available <https://blog.easyparcel.com/my/cash-on-delivery/>. EasyParcel reserves the right, at its sole discretion, to modify, add, or remove service partners from this list at any time without prior notice.
- 13.5 **Undelivered COD Shipments**
- i) If, for any reason, the Recipient refuses or fails to take delivery of the consignment, parcel, or goods upon its arrival and availability at the destination, and after the expiration of any notice period specified in a notice of arrival, availability, or demand issued by EasyParcel, the shipment shall be returned to you (the Sender). In such event, the consignment shall be deemed a non-COD shipment, and EasyParcel shall have no obligation to collect or remit any COD charges to you. You shall remain liable for all applicable return

shipping charges and any other fees or costs incurred as a result of the Recipient's refusal or failure to take delivery.

- ii) A shipment will be considered "undeliverable" under the following circumstances, including but not limited to:
  - a) The Recipient's address or contact information is incomplete, illegible, incorrect, or cannot be located;
  - b) The initial delivery attempt and any reattempts are unsuccessful (with reattempts subject to the discretion of the appointed courier);
  - c) You have requested the cancellation of the delivery, for any reason whatsoever;
  - d) You fail to provide further instructions or information upon EasyParcel's request;
  - e) The Recipient refuses to accept the parcel or refuses to pay the COD amount;
  - f) The Shipment is deemed likely to cause damage or delay to other shipments;
  - g) The Shipment contains Prohibited Items;
  - h) The contents of the Shipment are lost, or the packaging is damaged to the extent that re-packaging is not feasible.

In the event of any of the foregoing circumstances (excluding lost or missing Shipments), the appointed COD service partner may, at its discretion and without prior notice to you, initiate the return of the Shipment. Where practicable, the Shipment shall be returned to you upon receipt of valid return instructions. All associated return shipping charges shall be borne solely by you. If you fail to respond or provide return instructions within forty-eight (48) hours from notification (or such shorter period as may be stipulated by the appointed courier), EasyParcel reserves the right to take any action it deems appropriate at its sole discretion, including but not limited to holding, disposing of, or returning the Shipment, and EasyParcel shall not be liable for any loss (including missing or unaccounted-for consignments) or damage arising therefrom.

#### 13.6 Collection of COD Amount & COD Charges

- i. The collection of the cash-on-delivery amount from the recipient on your behalf ("**COD Amount**") shall be carried out by EasyParcel's appointed COD service partner. The COD Amount collected shall be deposited into an account designated by EasyParcel. Subject to the availability of funds, EasyParcel's verification of the COD Amount, and upon your written request, EasyParcel shall remit the payout to your designated account, after deducting all applicable COD charges ("**COD Charges**"). The applicable COD Charges are as set out <https://blog.easyparcel.com/my/cash-on-delivery/>.
- ii. The COD amount limit and compensation coverage shall be subject to the rates and terms imposed by the appointed or designated courier companies. You are strongly advised to review the relevant courier companies' terms and conditions prior to placing any orders.
- iii. Notwithstanding the foregoing, no compensation or coverage shall be provided for any restricted or Prohibited Items, as specified in Clause 7 herein.
- iv. You agree that EasyParcel's COD courier partner reserves the right, at its reasonable discretion, to reject any request for payment collection from the Recipient in the event that you provide insufficient, inaccurate, or incomplete information.
- v. In the event of any disagreement or dispute regarding the COD amount schedule, you may cancel the delivery and request a refund only before the parcel has been picked up for delivery. The parties agree that the amounts stated in the COD amount schedule shall be deemed accurate and final if no revised schedule is received by EasyParcel's COD courier partner prior to parcel pick-up. Once the parcel has been picked up, no modification to the COD Amount shall be permitted.
- vi. Notwithstanding any provision to the contrary in these T&C, in the event of any discrepancy or dispute concerning the weight of the shipment, you acknowledge and agree that EasyParcel shall have the sole and absolute discretion to set off or deduct any amount due and payable to EasyParcel from the COD Amount collected.

#### 13.7 Remittance of Payment

- i. The total payout amount to be released to you shall be the COD Amount, less the COD Charges and any outstanding amounts owed to EasyParcel as set out in Clause 13.6 (vi) (the "**Payout Amount**").

- ii. Only Shipments marked as “Delivered” shall be eligible for remittance to you. For Shipments with any other status, or in cases where a parcel has been picked up or dropped off but the Shipment status has not been updated, you shall contact EasyParcel’s customer service team for assistance <https://app.easyparcel.com/my/en/contact-us/>. EasyParcel reserves the right to withhold remittance until the Shipment status is confirmed as “Delivered.”
- iii. Remittance of the Payout Amount to you shall be made in accordance with Clause 13.7(i) above. You may check the availability of your Payout Amount <https://account.easyparcel.com/login>.
- iv. Upon confirmation of the availability of the Payout Amount, you must complete EasyParcel’s account ownership verification process. The Payout Amount shall only be eligible for withdrawal after EasyParcel has successfully completed and approved the verification. EasyParcel reserves the right, at its sole discretion, to delay or withhold the remittance of any Payout Amount until such verification has been satisfactorily completed.
- v. You shall be solely responsible for the accuracy and completeness of all invoices, documents, and information provided to EasyParcel. You warrant that such invoices, documents, and information are true, complete, and accurate in all material respects. You further agree to fully indemnify, defend, and hold harmless EasyParcel, its affiliates, officers, directors, employees, and agents from and against any and all claims, demands, penalties, liquidated damages, fines, losses, costs (including reasonable legal fees), or liabilities of any kind arising out of or in connection with any act, omission, inaccuracy, misrepresentation, or delay in the provision or submission of such invoices, documents, or information.
- vi. You acknowledge and agree that EasyParcel shall be deemed to have fulfilled its obligation in respect of the COD Amount upon remittance of the said amount via bank transfer to the bank account designated by you. EasyParcel shall not be liable for any loss, damage, or delay arising from incorrect, incomplete, or inaccurate bank account details provided by you.
- vii. If you do not make any withdrawal after successfully verifying your EasyParcel account ownership pursuant to Clause 13.7(iv), the monies in your EasyParcel Account shall remain available for withdrawal for a period of **one (1) year** from the date such monies are successfully credited to your EasyParcel Account. Prior to the expiry of this period, EasyParcel shall send you a reminder regarding the available monies and the required withdrawal process. If no withdrawal is made within this period, EasyParcel may, at its discretion:
  - a) Report the monies as unclaimed to the Registrar of Unclaimed Monies in accordance with the Unclaimed Monies Act 1965, and you may submit a claim to the relevant authority to recover such funds; or
  - b) Convert the monies into EasyParcel credit, if permitted under applicable law and provided that you have given prior consent, subject to the applicable terms and conditions of use.Any EasyParcel Credit so converted shall be governed by the relevant terms and conditions of use and shall only be refundable where required by law.
- viii. **Compensation & Liability:** Any claims for loss of or damage to Shipments must be submitted strictly in accordance with the terms and procedures set out in Clauses 10 and 11 of these T&C. EasyParcel shall not be liable for any claims submitted outside the scope, in excess of the limits, or after the time periods specified in Clauses 10 and 11.

## 14. Your Representations, Warranties and Indemnities

- 14.1 You shall fully indemnify, defend, and hold harmless EasyParcel, its officers, directors, employees, parent companies, subsidiaries, affiliates, and agents (collectively, the “Indemnified Parties”) from and against any and all claims, actions, proceedings, demands, losses, damages, penalties, liabilities, costs, and expenses (including legal fees on a solicitor-client basis) of any kind whatsoever, whether direct, indirect, special, or consequential, suffered or incurred by any of the Indemnified Parties, arising out of or in connection with, including but not limited to, the following, to the extent permitted under Malaysian law:
- i. Any misrepresentation, false declaration, or inaccuracy concerning the authenticity or nature of the Consignment items;
  - ii. Any misstatement or misrepresentation of the value of the Consignment items;
  - iii. Any Shipment that is deemed unacceptable for transport in accordance with Clause 7 of these T&C;
  - iv. Your failure to ensure the authenticity of all COD items;

- v. Your failure to comply with any applicable export control laws, sanctions, customs laws and regulations, or any other regulatory requirements or restrictions relating to the import, export, transit, or transfer of the items/goods;
  - vi. The failure to provide, or the provision of false, incomplete, or inaccurate information, permits, licenses, authorisations, or documents required under applicable law or as requested by EasyParcel, including but not limited to the value and description of the goods, and information relating to you, the Sender and/or the Recipient;
  - vii. Any non-compliance by you or the Sender with applicable data protection laws and obligations, including the failure to inform relevant individuals that their Personal Data, including the Receiver/Consignee's email address and mobile phone number, is required for purposes of transport, customs clearance, and delivery;
  - viii. The hosting, operation, management, or administration of your EasyParcel Account, or use of the Platform or Services;
  - ix. Your use or misuse of your EasyParcel Account, the Platform or the Services
  - x. Any violation of any applicable laws or infringement of any third-party rights;
  - xi. Any breach by you, the Sender or the Receiver of these T&C, courier partners' terms and conditions or any applicable policies or guidelines.
- 14.2 For the avoidance of doubt, any act, omission, breach, or negligence by your personnel, affiliates, contractors, employees, agents, or any other person or entity acting on your behalf, under your direction, or under your control shall be deemed to be an act, omission, breach, or negligence by you. You shall be fully liable for all such acts or omissions as if they were your own.
- 14.3 You warrant and undertake that the bank account details provided and/or any instructions for fund transfers to EasyParcel do not involve, support, or facilitate any act of bribery, corruption, money laundering, terrorist financing, or any other criminal or unlawful activities, and that such details and instructions comply fully with all applicable laws and regulations, including, without limitation, the Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613) ("the Act"). You further undertake to promptly provide any information or documentation reasonably requested by EasyParcel for the purposes of compliance with the Act. If you fail, refuse, or neglect to provide such information or documentation, or if EasyParcel is unable to verify the relevant information as required under the Act, EasyParcel shall have the right, at its sole discretion, to immediately suspend or terminate its services by providing written notice to you. EasyParcel shall not be liable for any losses, damages, or claims arising from such suspension or termination.
- 14.4 You agree to make full and timely payment of all fees, charges, or other amounts due in relation to the Services (including any disputes concerning weight). Any amount not paid by the due date shall accrue interest at the rate set out in Clause 6.3 (iv) from the due date until payment in full. Failure to make payment within the stipulated period shall constitute an event of default. In the event of default, EasyParcel shall have the right to: (1) suspend or terminate your EasyParcel Account and/or the Services; (2) recover from you all outstanding amounts, together with all costs and expenses reasonably incurred by EasyParcel enforcing its rights including, without limitation, legal fees, court fees, and other related expenses whether incurred prior to, during, or after legal proceedings; and (3) report your default to CTOS or any other relevant reporting agency. All rights and remedies of EasyParcel under this clause are cumulative and in addition to any other rights and remedies available under applicable Malaysian law.
- 15. Collection and Use of Your Information**
- 15.1 You acknowledge and agree that, by accessing and using our Platform or Services, we may collect, store, and process information about you, including Personal Data, through automated means (including, but not limited to, cookies, web beacons, and similar technologies) in accordance with our Privacy Notice. You may also be required to provide certain personal information as a condition precedent to accessing or using our Platform, Services, or specific features thereof. Failure to provide such information may result in restricted or limited access to certain features, functionalities, or services. All information collected through or in connection with our Platform or Services will be processed in accordance with applicable Malaysian PDPA and our Privacy Notice.
- 15.2 We may process, disclose, and transfer data relating to you or your EasyParcel Account where required under any applicable law, regulation, court order, or directive from a government or regulatory authority having jurisdiction

over us, and you hereby provide your explicit consent to such processing and disclosure. We may also do so in good faith where such access, retention, or disclosure is reasonably necessary to: (i) comply with legal obligations or legal process; (ii) enforce our Terms and Conditions; (iii) respond to claims involving your content, including alleged infringement of third-party rights; (iv) provide customer support upon your request; or (v) protect the rights, property, or safety of EasyParcel, our users, or the public. You agree to promptly inform us of any material changes to your Personal Data to ensure the information we hold remains accurate, complete, and up-to-date. Failure to provide or update your Personal Data may result in the suspension, limitation, or termination of access to certain services or features. For the avoidance of doubt, nothing in this Clause shall be construed as preventing EasyParcel from processing your Personal Data in accordance with the PDPA and other applicable laws.

## **16. Your Content**

- 16.1 If your intellectual property rights limit or restrict our use of any content you provide, submit, or post on or through our Platform, including but not limited to messages, reviews, ratings, suggestions, comments, profile photos, or other materials, and any data, information, or results derived from processing such content using our Platform (collectively, "**User Data**"), you hereby grant EasyParcel a non-exclusive, transferable, sub-licensable, royalty-free, worldwide, and perpetual (to the extent permitted by applicable law) licence to access, use, process, store, display, reproduce, distribute, communicate to the public, adapt, and otherwise exploit your User Data for lawful purposes in accordance with our Privacy Notice ("**Licence**"). This Licence is granted for the purposes of operating, maintaining, administering, enhancing, securing, and promoting EasyParcel's Platform and Services, developing new features and offerings, complying with legal and regulatory requirements, and fulfilling any services or products purchased by you. To the extent permitted under applicable law, you further waive any moral rights you may have in the User Data in favour of EasyParcel and agree not to assert such rights against EasyParcel or its permitted transferees, licensees, or service providers.
- 16.2 To the extent permitted by applicable law, EasyParcel shall not be responsible or liable for the accuracy, completeness, legality, or reliability of your User Data, nor for any communications made through or using our Platform or Services. Without prejudice to EasyParcel's obligations under applicable data protection laws, EasyParcel shall not be responsible for the security, privacy, storage, or transmission of User Data to the extent such matters are within your control or arise from your instructions, actions, or omissions.
- 16.3 EasyParcel is not aware of, and does not review, monitor, or edit, any User Data or content created, uploaded, or transmitted by you through the Platform or Services. You represent and warrant that you are solely responsible for obtaining all necessary consents, approvals, and authorisations required under applicable laws (including the PDPA 2010) prior to sending any SMS messages, emails, or other communications to any recipients.
- 16.4 By posting, uploading, or submitting any User Data on or through our Platform, you represent and warrant that you own or have obtained all necessary rights, licences, and consents to use and submit such User Data, including the right to grant EasyParcel the rights to use the User Data as contemplated under these T&C. You are solely responsible for the User Data and warrant that it does not infringe any intellectual property, privacy, personal data, or other rights of any third party, and that its use complies with all applicable laws in Malaysia. You agree to indemnify and hold harmless EasyParcel from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with any breach of this clause or any claim that the User Data violates any third-party rights or applicable law. You shall be solely responsible for and shall pay all royalties, fees, or other amounts payable to any third party arising from the use of the User Data.
- 16.5 To the maximum extent permitted by applicable law, you hereby waive, release, and agree not to assert any rights you may have (other than mandatory statutory rights which cannot be waived) in or to the User Data. In the event that you identify yourself by name or submit any image, audio, or video recording of yourself, you hereby consent to and expressly grant us, our affiliates, licensees, and sublicensees a worldwide, irrevocable, perpetual, royalty-free, and fully sublicensable licence to use, reproduce, print, publish, display, distribute, and otherwise exploit your name, voice, likeness, and any such recordings in any format or media, whether now known or hereafter developed, for lawful purposes related to the provision, operation, promotion, improvement, or enforcement of the Services, without compensation to you or any third party, except as otherwise required by applicable law. You further acknowledge and agree that we may collect, use, process, store, and disclose the User Data in accordance with

applicable data protection laws, including for any purposes we reasonably consider necessary or appropriate for delivering, operating, administering, protecting, or improving the Services. If you do not consent to the use of your name, image, voice, or likeness in accordance with this Clause, you must refrain from providing or uploading such data on or through our Platform.

- 16.6 You must not engage in any conduct or submit any content that:
- i. abuses, harasses, stalks, threatens, or otherwise violates or infringes the legal rights of any third party, including rights under applicable laws;
  - ii. is defamatory, libellous, obscene, offensive, fraudulent, demeaning, immoral, harmful, indecent, sexually explicit, racially or ethnically offensive, profane, false or misleading, pornographic, or otherwise objectionable or unlawful under applicable laws;
  - iii. contains viruses, corrupted files, malware, or any other software, code, or programs that may damage, disrupt, interfere with, or impair the operation, security, or integrity of EasyParcel's systems or any third party's computer system or network; or
  - iv. accesses, uses, or interacts with EasyParcel's API or related systems in a manner that is abusive, excessive, unauthorised, unlawful, or intended to interfere with, disrupt, degrade, or compromise the integrity, performance, availability, or security of EasyParcel's Services or infrastructure.

## **17. EasyParcel Intellectual Property Rights and Third-Party Software and Application Programming Interface ("API")**

- 17.1 All trademarks, copyrights and other intellectual property rights used in or appearing on the Platform and in relation to the Services are solely owned by EasyParcel and/or licensed to EasyParcel. All rights are strictly reserved. You acknowledge that all intellectual property rights in the Platform, the Services, or any part thereof (including those provided by EasyParcel, advertisers, or third parties) are protected under applicable laws of Malaysia, including the Copyright Act 1987, the Trademarks Act 2019, and any subsidiary legislation or amendments thereto. You agree not to use, reproduce, modify, adapt, publish, distribute, transmit, or otherwise exploit any such materials, in whole or in part, without the prior written consent of EasyParcel or the relevant intellectual property rights owner, except as expressly permitted under applicable law.

### EasyParcel's API

- 17.2 EasyParcel grants you a non-exclusive, worldwide, non-transferable, non-sublicensable, revocable and royalty-free license to access and use EasyParcel's application programming interface ("**EasyParcel's API**") and the corresponding API documentation ("**EasyParcel's API Documentation**") solely for the purpose of facilitating integration with EasyParcel's web application, and subject at all times to these T&C. All rights, title and interest in and to EasyParcel's API and EasyParcel's API Documentation remain vested in EasyParcel and/or its affiliates, and such materials constitute proprietary and confidential materials developed by EasyParcel or its affiliates.
- 17.3 EasyParcel enables access to EasyParcel's API and EasyParcel's API Documentation through its designated portal by providing:
- i. publishable and secret API keys for live and transactional testing purposes ("**API Keys**"); and
  - ii. the most current version of EasyParcel's API Documentation, as may be updated by EasyParcel from time to time.
- 17.4 You agree that you shall not, whether directly or indirectly:
- i. use EasyParcel's API for any purpose, function, or feature not expressly described in EasyParcel's API Documentation or otherwise authorised in writing by EasyParcel;
  - ii. sell, rent, lease, sublicense, redistribute, assign, transfer, or otherwise make available access to EasyParcel's API or EasyParcel's API Documentation to any third party;
  - iii. access or use EasyParcel's API or EasyParcel's API Documentation in violation of any applicable laws, regulations, regulatory guidelines, or legally binding directives in Malaysia or any other applicable jurisdiction;
  - iv. use EasyParcel's API in any manner that may reasonably be expected to compromise the technical integrity, availability, performance, or security of EasyParcel's systems or services;

- v. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organisation of EasyParcel's API, except to the extent expressly permitted under applicable law; or
  - vi. disclose, share, permit access to, or otherwise make available EasyParcel's API Keys, credentials, or other access identifiers to any unauthorised person or third party.
- 17.5 You must promptly notify EasyParcel in writing upon becoming aware of any unauthorised access to or use of the API Keys, or any actual or suspected breach of security in relation to the Services and shall take all reasonable steps to mitigate and prevent any further unauthorised access, use, or security breach.
- 17.6 EasyParcel reserves the right to update or modify the API Documentation from time to time, with or without prior notice to you, provided that such updates or modifications do not materially and adversely affect the use of the Services in accordance with this Agreement.
- 17.7 If you provide any feedback, suggestions, enhancements, or other input regarding EasyParcel's API or API Documentation, you hereby grant EasyParcel a perpetual, irrevocable, worldwide, transferable, sub-licensable, and royalty-free license to use, reproduce, modify, adapt, distribute, and otherwise exploit such feedback for any purpose, without any obligation of confidentiality, attribution, or compensation to you.
- 17.8 EasyParcel makes no representation or warranty, whether express or implied, and to the fullest extent permitted by applicable Malaysian law, EasyParcel does not warrant that:
- i. EasyParcel's API will consistently respond to or communicate with your system;
  - ii. EasyParcel's API will maintain uninterrupted, error-free, or continuous connectivity with your system;
  - iii. Data transmitted through EasyParcel's API will be complete, accurate, timely, or free from loss, corruption, or duplication;
  - iv. The functionalities or features offered through EasyParcel's API will be continuously available, uninterrupted, or free from errors; or
  - v. EasyParcel's API will be compatible with your system, infrastructure, hardware, or software configuration.

#### Third-Party's Software and APIs

- 17.9 We may incorporate or make available third-party software or application programming interfaces ("APIs") in connection with the provision of our Services on the Platform. While we exercise reasonable care in selecting reputable providers, we do not represent or warrant, whether expressly or impliedly, the availability, accuracy, security, functionality, or reliability of any such third-party software or APIs. You acknowledge and agree that your use of any third-party software or APIs is at your own risk.
- 17.10 You acknowledge and agree that your access to or use of any third-party software or APIs is at your own risk. To the maximum extent permitted under Malaysian law, EasyParcel shall not be liable for any loss, damage, cost, or expense (including, without limitation, loss of data, business interruption, or indirect or consequential losses) arising from or in connection with such use. You further agree to indemnify, defend, and hold harmless EasyParcel, its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with your use of third-party software or APIs accessed through or in connection with our Services. For more information, please refer to our website at <https://easyparcel.com/my/apilanding>.

### **18. Updates and Upgrades to our Platform**

- 18.1 EasyParcel is committed to delivering the best possible experience and information to its users. You acknowledge and agree that the form, features, and functionalities of the Platform may change from time to time. Accordingly, EasyParcel reserves the right, at its sole discretion and without prior notice, to suspend, cancel, discontinue, modify, or alter any part of the Platform, including its content, products, or services, whether in whole or in part, provided that such actions are not unlawful or in breach of any mandatory rights under Malaysian law.

18.2 You further agree that EasyParcel shall not be liable to you or any third party for any modification, suspension, discontinuance, or disabling of your access to the Platform or to your EasyParcel Account, except to the extent such liability cannot be excluded under applicable Malaysian law. This includes, without limitation, any inability to access or fully utilise any product or service, or any loss in value of any fees paid.

## **19. Late Deliveries**

19.1 You acknowledge and agree that EasyParcel has no control over third-party courier companies and shall not be held liable to you or any other party for any act, omission, delay, or failure in performance by such courier companies. Without limiting the generality of the foregoing, we shall not be responsible or liable for any delay, non-delivery, or failure in delivery caused, whether directly or indirectly, by any of the following: acts of God, explosions, floods, traffic congestion, mechanical breakdowns, obstruction of public or private roads or highways, fires, accidents, interruptions or failures in utilities, communications, or computer systems (whether hardware or software), pandemics, epidemics, medical emergencies or disease outbreaks, wars or threats of war, sabotage, insurrections, civil disturbances, requisitions, acts or measures taken by governmental, parliamentary, or local authorities, import or export restrictions or embargoes, strikes, lock-outs, riots, industrial actions, trade disputes, or any other circumstances beyond our reasonable control.

19.2 EasyParcel shall not, under any circumstances, be liable for any late, missed, or failed delivery arising from or contributed to by unclear, incorrect, or ambiguous labelling of any parcel. You are solely responsible for ensuring that all labelling is accurate, legible, and unambiguous. You agree to fully indemnify, defend, and hold us harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with any delay, failure, or error in delivery caused by the courier company or resulting from your breach of this Clause, provided that such indemnity shall not apply to the extent that such claims or losses arise directly from our gross negligence or wilful misconduct.

19.3 Any liability EasyParcel may have in relation to delivery services, whether arising in contract, tort, or otherwise, shall be subject to the limitations and exclusions set out in Clause 11.1 of these T&C.

## **20. Limitation of Access, Suspension & Termination and Closure of Account**

20.1 EasyParcel reserves the right to temporarily suspend or restrict your access to the Platform, your account and/or any part of the services (without any obligation to compensate you, to the extent permitted under applicable law) under any of the following circumstances:

- i. where there is an unresolved weight discrepancy or dispute;
- ii. if the Consignment contains any Prohibited Item(s) or content(s);
- iii. in the event of a breach of Clause 16.6 of these T&C; and/or
- iv. where EasyParcel reasonably determines that such suspension or restriction is necessary, including under any other circumstances deemed reasonable by EasyParcel, acting in good faith.

Full access to the Services may be restored upon satisfactory resolution of the events referred to above, as determined by EasyParcel.

20.2 You agree and acknowledge that EasyParcel shall have the right to immediately suspend or terminate your EasyParcel Account or access to the Services at any time, without liability or compensation to you, where reasonably necessary to protect EasyParcel's legitimate business interests, comply with applicable laws or regulatory requirements, or mitigate operational, legal, or reputational risks, upon the occurrence of any of the following events:

- i. Any amount due and payable to EasyParcel remains outstanding;
- ii. Prolonged inactivity of your EasyParcel Account;
- iii. EasyParcel, acting reasonably, determines that you have breached any provision of these T&C, the Privacy Notice, or any other agreement, rule, policy, code of conduct, procedure, and/or regulation published on the Platform, including (without limitation) any act of dishonesty, suspected fraud, fraudulent, abusive, threatening, defamatory, illegal, criminal conduct, or misrepresentation in connection with your use of your EasyParcel Account and/or the Services;

- iv. An investigation is being conducted in respect of any complaint, allegation, or dispute raised by a courier, service provider or third party against you;
- v. EasyParcel is of the reasonable opinion that you have acted in bad faith, with malicious intent, or in a manner inconsistent with the intended use of the Services;
- vi. Your conduct has caused or is reasonably likely to cause prejudice to EasyParcel's interests, business reputation, operations, or relationships with courier or service providers;
- vii. Violation of any applicable laws, regulations, directives, sanctions, or requirements imposed by any governmental, regulatory, or enforcement authority;
- viii. Submission of false, misleading, or incomplete information or documents during account registration or at any time thereafter;
- ix. Your EasyParcel Account is subject to suspension upon request or direction by any courier, service provider, or logistics partner. For example, certain items may be prohibited in specific jurisdictions, and where such items are intercepted, the carrier may notify EasyParcel to suspend your EasyParcel Account;
- x. If you are listed in EasyParcel's internal risk or compliance watchlists, or any governmental, regulatory, or sanctions watchlist (including those relating to terrorism, money laundering, or corruption);
- xi. Any involvement in, or reasonable suspicion of, money laundering, terrorism financing, bribery, corruption, or other criminal or suspicious activities;
- xii. If you are located in, operate from, or originate transactions involving a sanctioned or high-risk country, as determined by applicable laws or regulatory guidance; or
- xiii. Any other circumstances which EasyParcel or the relevant courier or service provider reasonably considers necessary to warrant suspension or termination for risk management, compliance, or operational integrity purposes.

This Clause is without prejudice to any other rights or remedies available to EasyParcel under these T&C or applicable laws.

- 20.3 An Account Holder may request to close its EasyParcel Account by submitting a termination request through the designated channel. Approval of such request shall be subject to the Account Holder having fully settled all outstanding obligations to EasyParcel including but not limited to any remaining charges, dispute-related fees, and applicable administrative fees. EasyParcel reserves the right to impose a reasonable administrative fee in connection with the closure of EasyParcel Account.

## **21. Confidentiality**

- 21.1 You shall treat all communications between you and EasyParcel, including those involving its employees, agents, or appointed courier service partners, as strictly confidential. You shall not disclose, share, or otherwise make available any such communications to any third party without the prior written consent of EasyParcel, except where such disclosure is required by applicable law, regulation, court order, or competent authority, or to the extent necessary for the performance of this Agreement, provided that where legally permissible, any such disclosure shall be made upon prior written notice to EasyParcel. You shall take all reasonable and appropriate measures to protect the confidentiality of such communications.
- 21.2 Any content or information uploaded, stored, transmitted, or otherwise made available in or through your EasyParcel Account shall be deemed non-confidential as between the parties, and EasyParcel shall have no obligation to treat or protect such content as confidential, save where expressly agreed in writing or where EasyParcel is required to do so under applicable law. EasyParcel shall not be liable for any loss, damage, or harm arising from the disclosure of such non-confidential content, except to the extent such disclosure is directly caused by the gross negligence or wilful misconduct of EasyParcel.

## **22. Miscellaneous**

- 22.1 Our Platform and Services are provided to you on an "as is, where is" basis, and with all faults and defects, to the maximum extent permitted by applicable laws, without any warranty of any kind. No advice or information, whether oral or written, obtained by you from our Platform or from any materials or content available through our Platform shall create any warranty that is not expressly stated in these T&C. You acknowledge and assume all risks associated with any damage or loss that may result from your use of, or access to, our Platform, or any materials or content

available through it. To the extent permitted by applicable laws, EasyParcel makes no representations or warranties, whether express or implied, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement, concerning the condition, performance, or availability of the Platform or the Services, except as expressly set forth in these T&C. EasyParcel does not warrant that the Platform, its Services, or any functions therein will be available, uninterrupted, timely, secure, error-free, or free from defects. To the extent permitted by applicable laws, EasyParcel does not guarantee that any defects will be corrected or that the Platform or its servers are free of viruses, malicious code, or other harmful components.

- 22.2 EasyParcel shall be entitled to postpone delivery and/or suspend the provision of any Services in the event of any force majeure event beyond the reasonable control of EasyParcel, which could not reasonably have been foreseen, prevented or avoided, including but not limited to acts of God, sabotage, riots, fires, floods, earthquakes, wars, typhoons, explosions, labour unrest or labour shortages, freight embargoes, terrorism, nuclear incidents, pandemics, or cyber-attacks (each a “**Force Majeure Event**”), but excluding the lack of authorisations, licences or approvals necessary for the performance of the Services which are required to be obtained from any public authority in the country of the Party affected by such Force Majeure Event. The Parties shall not be liable for any delay or failure in the performance of any obligation under these T&C to the extent such delay or failure is caused by a Force Majeure Event.
- 22.3 We shall not be liable to provide any refund, credit, or reduction of charges in the event that the number of parcels received is fewer than the quantity stipulated in the Contract.
- 22.4 EasyParcel may provide free flyers, starter packs, and thermal printers (“**Promotional Items**”) as seasonal gifts, subject to availability. EasyParcel reserves the right, at its sole discretion, to suspend or discontinue the distribution of any Promotional Items if stocks are depleted. Title and risk in the Promotional Items shall pass to you immediately upon delivery.
- 22.5 Products-Related: Products purchased on the Platform may, on occasion, be out of stock even after order confirmation. In the event that EasyParcel is unable to fulfil your order, EasyParcel will contact you to offer a suitable replacement product or provide a refund of the amount paid. EasyParcel shall not be liable for any inaccuracies, errors, or incompleteness in the availability, description, or images of products listed on the Platform. The risk associated with the purchased product shall pass to you upon delivery of the product. Ownership of the product shall transfer to you upon receipt of full payment by EasyParcel.
- 22.6 To the fullest extent permitted by applicable law, EasyParcel disclaims all representations and warranties, whether express or implied, in relation to any product purchased on the Platform, including any free flyers, starter packs, or thermal printers provided by EasyParcel. This disclaimer does not exclude or restrict any rights or remedies you may have under Malaysian law which cannot be lawfully excluded.
- 22.7 These T&C shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of laws principles. In the event of any dispute arising out of or in connection with these T&C, you and EasyParcel agree to first attempt to resolve the matter amicably through good faith negotiations. If such negotiations fail, the Parties agree that the dispute shall be subject to the exclusive jurisdiction of the courts of Malaysia.
- 22.8 You shall comply with all applicable laws, regulations, and rules, including, without limitation, those relating to privacy and data protection, anti-bribery and anti-corruption, anti-terrorism and any other laws that may apply to you now or in the future in connection with these T&C and your activities under them.
- 22.9 In the event that any provision of these T&C is held to be invalid, illegal, or unenforceable under any applicable law, statute, or regulation in Malaysia, such provision shall be deemed severable and shall not affect the validity, legality, or enforceability of the remaining provisions of these T&C, which shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been included.

- 22.10 You shall not assign, transfer, or subcontract any of your rights or obligations under these T&C without our prior written consent. We, however, reserve the right to assign, transfer, or subcontract any or all of our rights and obligations under these T&C at any time, without your consent, to:
- i. any of our subsidiaries, affiliated, or related companies;
  - ii. any person or entity acquiring our equity, business, or assets; or
  - iii. any successor entity by way of merger or consolidation.
- 22.11 EasyParcel may, at its sole discretion, modify, update, or amend these T&C from time to time. Any such modifications, updates, or amendments will be posted on our Platform, and the most current version will be effective immediately upon posting. You are responsible for periodically reviewing the Platform to stay informed of any changes. Your continued use of our products or services after any such changes constitutes your acceptance of the updated T&C, regardless of whether EasyParcel provides direct notification via email or otherwise.
- 22.12 Time shall be of the essence in respect of all obligations under these T&C that are expressed to be subject to a specified time period.
- 22.13 Our Platform may contain links to third-party websites and resources. These links are provided solely for your convenience and informational purposes. We do not monitor, approve, or endorse the content of such third-party sites, and your use of any linked website is subject to the privacy policies and terms of use of the respective website. We do not control, and are not responsible for, the availability, content, accuracy, or legality of these external sites or resources. To the maximum extent permitted by Malaysian law, we disclaim all liability for any loss, damage, or inconvenience arising from your access to or reliance on such links.
- 22.14 By accessing or using the Services or Platform, whether as a customer or as a user authorised, permitted, or granted access under an account, you acknowledge and agree to be bound by these T&C, together with all applicable policies, guidelines, and any additional terms and conditions imposed by third-party courier partners, service providers, software providers, and any applicable governmental authorities, regulators, or statutory bodies, as may be applicable from time to time. You shall be solely responsible for ensuring that all such authorised users comply with these Terms and Conditions, and you shall remain fully liable for any act, omission, or non-compliance by such authorised users as if such act or omission were your own. You are responsible for reviewing and complying with these T&C at all times. Any failure to comply may result in the suspension, restriction, or disruption of access to the relevant Services or Platform. To the fullest extent permitted under applicable laws of Malaysia, we shall not be liable for any loss, damage, cost, or consequences arising from or in connection with such suspension, restriction, or disruption.

***Updated as of 26 March 2026***

**- End of EasyParcel Terms and Conditions -**