

Terms of Use

Introduction

Welcome to the terms and conditions for the use of airasia food's Platforms, which consist of our website (airasia.com/food) and Teleport Platforms mobile app ("**Terms of Use**"). These Terms of Use stated herein constitute a legal agreement between you and **Teleport Platforms Sdn. Bhd. (Company No.: 201801009925 [1271939-P], formerly known as Teleport Social Sdn. Bhd.)**, a company incorporated in Malaysia and having its registered address at RedQ, Lapangan Terbang Antarabangsa KLIA2, 64000, Selangor.

These Terms of Use govern the usage of our Platforms. By opting to use or access our Platforms, you are deemed to agree to these Terms of Use without any reservation.

Teleport Platforms reserves the right, at our sole discretion, to modify or replace these Terms of Use and Teleport Platforms Terms & Conditions at any time. Changes will be effective when posted on the Platforms with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platforms.

Our Platforms and the Services are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended Teleport Platforms members. If you are under the age of 18, you must obtain permission from your parent(s) or legal guardian(s) to open an account on the Platform. If you are the parent or legal guardian of a minor who is creating an account, you must accept and comply with these Terms of Use on the minor's behalf and you will be responsible for the minor's actions, any charges associated with the minor's use of the Platforms and Services. If you do not qualify, you may not use the Services or access our Platforms.

Definitions

"Applicable Laws" means the laws of Malaysia that are applicable to Teleport Platforms, the Services, and these Terms of Use;

"Application" or **"Apps"** means Teleport Platforms mobile application or any other mobile application owned by Teleport Platforms which is made available to you for download from the application stores such as App Store for iOS devices, Play Store for Android devices, or any other authorised application store;



"Buyer" means the person who purchases items from Merchant(s) via airasia food's Platforms. The term **"Buyers"** shall mean all of the Buyer as a collective, and the term **"you"** shall also have the same meaning as Buyer;

"Confirmed Order" means the Order whose payment has been duly made by the Buyer;

"Linked Website" means links from or to the Teleport Platforms Website to third party websites;

"Merchant" means a third party merchant or seller who has signed up with Teleport Platforms and agreed to have their social media profile (e.g., Facebook or Instagram) promoted on airasia food's Platforms. The term **"Merchants"** shall mean all of the Merchant as a collective;

"Order" means the confirmation of intention submitted by a Buyer to purchase any Product of a Merchant;

"Payment of Order" means the payment from the Buyer for the Order;

"Payment Methods" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party;

"Personal Information" means personal information or sensitive personal information as stated in the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia and/or any other applicable legislation relating to data protection, including, without limitation, the Personal Data Protection Act 2010;

"Platforms" means collectively Teleport Platforms Apps, Social Media and Website, and any other websites or applications which we may own or operate from time to time;

"Products" means any goods or services that the Merchants are or will be offering or selling to the Buyers;

"Privacy Policy" means the Teleport Platforms Privacy Policy found at airasia.com/food/privacy;

"Teleport Platforms" means **Teleport Platforms Sdn. Bhd. (Company No.: 1271939-P)**, a company incorporated in Malaysia and its affiliates including Teleport Everywhere Pte. Ltd. The following terms should also have the same meaning as this term: **"we"**, **"us"**, **"our"**;

"Terms of Service" means the terms & conditions of services of Teleport Platforms found at airasia.com/food/termsofservice;



“Service” means any service, information and functions made available by Teleport Platforms at the Platforms, including delivery services and payment escrow services, which may be provided by third party(-ies). The term **“Services”** shall mean all of the Service as a collective;

“Users” means the Merchants and Buyers, collectively. The term **“User”** shall mean either one of them; and

“Website” means the Teleport Platforms website accessible at airasia.com/food.

Accounts and Registration

To access and use our Platforms, you will be required to register for an account on our Platforms.

You must be 18 years of age (or any other legal age of majority in your country or state) to use and access our Platforms. If you are considered as a minor, you must obtain permission from your parent(s) or legal guardian(s) to use, access, and open an account on our Platforms. If you are the parent or legal guardian of a minor who is creating an account, you must accept and comply with these Terms of Use on the minor's behalf and you will be responsible for the minor's actions and any charges associated with the minor's use of our Platforms.

By using our Platforms, you warrant that you have the legal capacity to use and to create an account on our Platforms, that the information you provide to us is accurate, and that you will maintain and promptly update the information if there are any changes.

Payments

When using and making transactions in our Platforms, you will be required to provide one or more Payment Methods . Payments can be made online via accepted Payment Methods, as indicated in our Platforms. We reserve the rights to: (i) change the Payment Methods available in our Platforms at any time; (ii) appoint any third party to undertake any form of Payment Method in our Platforms. Details of such third party service provider (“TPSP”) will be visible to you during submission of Order or selection of Payment Methods.

By choosing Payment Method, you understand and agree that:

- you will be required to provide your personal details, such as bank account or credit card details, including to third party (when TPSP is involved);
- you are deemed to have read and agreed to the terms and conditions for the usage of the service of TPSP, including those related to privacy, confidentiality, and processing of your data; and
- fees of any TPSP involved in Payment Method will be borne by you, unless stated otherwise.



Your Order will not be processed without a valid Payment Method.

Data Protection

During the registration and usage of our Platforms, you may provide personal information which includes your name, email address, contact number, address and information on preferred Payment Methods. Your personal information is protected with us as we are committed to comply with all data protection laws applicable to us. Further details on our data protection and privacy policy can be accessed at airasia.com/food.

Delivery Service

You hereby agree and acknowledge that we are entitled to appoint any third party(-ies) to provide service to delivered Products purchased from the Merchants. Details of such delivery service (such as identity of the service provider and service fee) will be visible to you during submission of Order.

Unless otherwise stated in our Platforms, fees related to delivery service for your Order are to be borne by you.

Pricing of Products

The prices of the Products are as shown or informed by the Merchant via their social media. Teleport Platforms is not a market-place. We do not control the price of the Products as it is determined by the relevant Merchant. In certain situations, the price of the Products might be shown or referred to in our Platform for marketing purposes or temporary events. You acknowledge that such price is non-binding, intended for reference only, and might be different from the actual price quoted by the relevant Merchant in their social media.

Cancellation of Order

You may cancel an order without charge at any time before we have confirmed your order (a "Confirmed Order") or received a confirmation email. If you wish to cancel an order before it becomes a Confirmed Order, please contact us immediately via our Platform. If we have not confirmed your order, we will refund your payment. If you cancel any order after it becomes a Confirmed Order, you will be charged the full price for the Products.



We may notify you that an order has been cancelled or if any item is lost. You will not be charged for any orders cancelled by us, and we will reimburse you for any payment already made using the same method you used to pay for your order. We may also apply credit to your account to reflect the inconvenience caused.

Acceptance and Objection

Confirmation of the delivery of the Products to the address that you have nominated will be obtained from the delivery partner. Within such confirmation, you will have a period of [24 hours] to confirm your acceptance of the Products, including the good condition and its accuracy with your Confirmed Order, or raise your objection regarding such condition or accuracy by using the available venue in our Platform. When you have confirmed your acceptance or you have not raised any objection until the lapse of the [24 hours] period (of which you will be deemed to confirm your acceptance), you hereby agree and acknowledge that: (i) you are deemed to fully accept the Products and the conditions thereof; and (ii) you have no further objection nor claim to the Products.

You agree and acknowledge that:

- You are responsible for inserting the correct and complete address (down to the unit number and floor if it is an apartment, house number if it is a landed house, company name and attention if it is a business premise, etc.) to facilitate successful delivery of the Products.
- You are responsible for ensuring that the delivery address and premise located thereon have a method to receive delivery of the Products (either by hand or by dropping of the Products at certain locations within the premise, such as the mailing room or security guard's office).
- Unless you instruct us otherwise, we will instruct our delivery partner to hand over the goods to the person who is present at the delivery address during the time of delivery, without confirming the identity of the said person.

Account Security

You have access and control to your account and all devices that are used to access our Platforms. Your account is protected with a password of your choice. You are solely responsible for keeping your accounts and passwords safe and secure and agree to accept responsibility for all activities that occur under your account. Upon a loss of password or an unauthorised use of your account, you may notify us of such occurrence so that we can provide assistance. We will deem any usage or activity that is carried out by your account as an authorised usage or activity unless you inform us otherwise.

In the absence of fault on our part, we shall not be held responsible or liable, directly or indirectly, in any way, for any loss or damage of any kind incurred as a result of, or in



connection with, an unauthorised use of your account, whether or not it involves your failure to comply with this section or whether or not such unauthorised use has been notified to us.

Statement of Usage

By using our Platform and/or our Services, you represent and warrant that:

- You will not use our Platforms and/or the Services for any illegal or unauthorized purpose nor any other purpose which may violate any relevant laws. You will comply with all applicable laws, rules and regulations in using our Platforms and/or Services.
- You will not use our Platforms and/or the Services for any money-laundering activity nor to fund any terrorism activity, nor for any other illegal activity.
- You will not use our Platforms and/or the Services to purchase any illegal items, including narcotics, psychotropics, and illegal drugs, or any item which may be harmful, including hazardous items, weapons, and explosives.

We reserve the right, but shall not be obliged to:

- Control or monitor any activity, content or material on the Platforms and/or through the Services. We may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and may take any action it deems appropriate.
- Report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.
- Prevent or restrict access of unauthorised user to the Platforms and the Services.
- Request any information and data from you in connection with your access of our Platforms and use of our services at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

Advertisement and Usage of Information

When accessing our Platforms and/or using the Services, you agree that we may provide certain forms of advertisements, which might be from us or from our business partners. The form of advertisements includes, but not limited to, pop-ups in our Platforms, side banners in our Platforms, video advertisement, and email blast.

You also agree to grant us a non-exclusive licence to use the materials or information that you submit to the Platforms and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews to the Platforms, you also grant us the right to use your username or other account identification, in connection with such review, comment, or other content. You shall not use a false phone number, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or



edit any Submissions. We reserve the right to refuse service to anyone for any reason at any time and we reserve the right to modify or terminate the Service for any reason, without notice at any time.

Trademarks And Copyrights

All Teleport Platforms trademarks, service marks, trade names, domain names, logos and any other features of the Teleport Platforms are the sole property of Teleport Platforms or its licensors. Nothing herein shall be construed as the granting of any rights to you to use any Teleport Platforms intellectual property, whether for commercial or non-commercial use.

Limitation Of Responsibility And Liability

Your use of the Services is at your sole risk. The Services are provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind either expressed or implied, including, but without limitation, warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose. All data and/or information contained in the Platforms and/or the Services are provided for informational purposes only.

When a TPSP is involved, Teleport Platforms is not liable for performance of such TPSP in providing the Services.

Teleport Platforms will make reasonable efforts to keep the Platform and/or the Service on operational condition. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. Teleport Platforms reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with advance notice where possible.

Teleport Platforms shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

- any use, access or inability to use the Platforms and the Services.
- reliance on any data or information made available through the Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents.
- any server, system or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros.
- any use of or access to any other website or webpage linked to the Platforms, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.



Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Platforms and/or Services is entirely at your own risk and we shall not be liable therefore.

Link to Other Websites

For your convenience, we may contain links to third-party web sites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for the privacy policies, content or practices of any third party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Force Majeure

We shall not be held liable for, nor shall we be in default by reason of, any failure or delay in performance of our obligations under herein, if such failure or delay is caused by something beyond our control (including an act of god). .

Termination

We reserve the right to modify or terminate the Service, the Terms of Use and/or any other terms and conditions, for any reason, without notice at any time. Upon any termination of these Terms of Use and/or other relevant terms and conditions, you shall immediately cease all access to and use of the Platforms and/or Services and we shall, in addition to any other legal or equitable remedies, immediately revoke all passwords and account identification issued to you and deny your access to and use of the Platforms and/or the Services in whole or in part. Termination of the Terms of Use shall be without prejudice to any rights or obligations (including without limitation, payment obligations) which arose prior to the date of termination. You furthermore agree that Teleport Platforms shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Platforms and/or Services or with any terms, conditions, guidelines, rules, policies, or practices of Teleport.Social, in operating the Platforms and/or making the Services available, your sole and exclusive remedy is to discontinue using the Platforms and/or the Services.

Changes, Assignment, and Severability

We may, from time to time, modify or change these Terms of Use. We will notify you of these changes, including via our Platforms. By continuing the usage of our Platforms, you are deemed to agree to such changes to the Terms of Use.



If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

We may assign or transfer our agreement with you including our associated rights and obligations at any time and you agree to cooperate with us in connection with such an assignment or transfer.

Applicable Law And Jurisdiction

These Terms of Use shall be interpreted and governed by the laws of Malaysia. You hereby consent to the exclusive jurisdiction of Courts located in Malaysia in all disputes arising out of or relating to these Terms of Use or our Platforms or the Services.

Contacting Us

If you have any questions about these Terms of Use, you may contact us via one of the following methods:

Email address	: food@airasia.com
Office address	: Teleport, Level 5, Wisma Tune, 19, Lorong Dungun, Bukit Damansara 50490, Kuala Lumpur

