

Below Terms and Conditions for your use of Our Services as obtained in [www.interconnectexpress.com](http://www.interconnectexpress.com) ("Website"). Interconnect Express Cargo Sdn Bhd ("Interconnect") or ("We", "Us", or "Our") is transacted pursuant to the terms and conditions hereinafter set out and shall be deemed to be the terms and conditions of each and any agreement between Interconnect and its customer [hereinafter referred to as the "Customer" and the terms "Your" or "You" or "Sender" or "Shipper" or "User" shall refer to the same] or any person acting on behalf of the Customer.

## **1. General Terms**

- 1.1 These purchasing terms and conditions will only apply if we confirm them in writing. By accepting your delivered goods, you acknowledge and agree to our terms and conditions. We don't ship combustible or poisonous materials or any items that are illegal in Malaysia. You're responsible for informing us about the nature and condition of your items for shipment.
- 1.2 Interconnect is authorized to collect the Customer's information, such as personal data, propriety data, and confidential information, in accordance with the Malaysian Personal Data Protection Act 2010 (PDPA). This is to facilitate the shipment process and for the purpose of the transactions outlined in the agreement(s) between Interconnect and the Customer, when You :
  - 1.2.1 Create an account or place an order for any of Interconnect products and/or services
  - 1.2.2 When any form of contact of Interconnect staff through various approaches, as such emails, telephone calls or other electronic means, we may screen or record for training, quality and security purposes.
- 1.3 By signing on the waybill documents, you are deemed to have consented and authorized Interconnect to collect, process and use your personal data for all lawful purpose in accordance with the PDPA, including but not limited to the disclosure of your personal data by Interconnect to any government and/or regulatory authority to the extent permitted by any applicable laws. Further, Interconnect may disclose / disseminate the Customer's information to Interconnect's agents and/or service providers who provide services relating to the purposes of which the personal information is collected including data processing services. Our agent or third-party service providers shall be as Interconnect deems necessary or appropriate for the services and the transactions contemplated under the agreement(s) between Interconnect and the Customer;

## **2. Documentation of Our Services / Use of Website**

- 2.1 Any documentation we provide must only be used for the intended purpose as indicated on our website and should not be copied or made available to third parties.
- 2.2 You shall not impose misleading information on the Website
- 2.3 The access to this Website may be terminated or suspended at any time without prior notice. Upon such termination, you must immediately (a) discontinue from accessing the Website and (b) destroy all and any copies that you have made pursuant to any portion of the Website. Take notice that accessing the Website after such termination will constitute as an act of trespass.

### **3. Delivery of Goods**

- 3.1 We aim to meet the delivery deadlines stated on our website, but due to the nature of our services, these deadlines may not be binding unless we agree otherwise in writing. Our contractual obligations will be determined on a case-by-case basis based on your request, and additional charges may apply.
- 3.2 Delivery will only to the receiver's address registered on the waybill, and it is Shipper's responsibility to ensure correct address is given to enable effective delivery to be made. Interconnect shall not be liable for delay in delivery resulting from Shipper's failure to provide such information as such, correct postal codes, complete street address and telephone number of the receiver.
- 3.3 Shipments to hotels, hospitals, government offices or installation, university campuses, or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by Interconnect.
- 3.4 No further obligation or claims for any loss and/or damages shall be entertained once intended receiver has received the item as it will be considered as success delivery.
- 3.5 In case where receiver is not available at the point of delivery, the items will be stored back at Interconnect designated branch and three (3) attempts delivery will be made. The items will be deliver return to Sender after all three (3) attempts has been exhausted. Interconnect will not be responsible for any direct or indirect damages or losses to the items occur during this storage period of time.
- 3.6 Sender must disclose to Interconnect all important information including but not limited to actual value and description of the item and/or packages.
- 3.7 Proof of delivery where indirect signature is required, Interconnect will either get from someone at the delivery address with actual receiver instructions, or from building manager/3<sup>rd</sup> party/receiver representative, or where available the receiver can sign to authorize release of package without anyone present.

### **4. Limitation of Service**

- 4.1 Interconnect reserve the right to refuse and/or suspend of service shall there be the following :
- 4.1.1 If the shipment/item was found does not comply with any of the listed restrictions or conditions,
- 4.1.2 If the nature of its content that might soil, taint or otherwise damage other shipment's item, or that the item is poorly or improperly or insecurely wrapped or packed
- 4.1.3 If the shipment location deem unsafe or economically or operationally impracticable to provide for such service.
- 4.1.4 If receiver refuses to accept delivery even after third attempt.
- 4.2 The Sender shall bear the payment of all charges, caused by such suspension, cancellation or returned items, including but not limited to forwarding, disposal or return of transportation charges as well as any duty or tax, if applicable.

4.3 If Interconnect is unable to commence or continue with the delivery service for a valid reason beyond control, Interconnect will take reasonable steps that are reasonably practicable in the circumstances to continue the delivery, as such this shall not be considered a breach of agreement with Sender.

4.4 Interconnect will not be liable for any failure, interruption, delay of service or any other matter of nature that is beyond control, in the event any of the below occur Interconnect shall be exempted from any delay claims, direct or indirect costs due to delays including but not limited to the following :

4.4.1 Receiver unable or refuse to accept delivery of shipment

4.4.2 Fraud, wilful acts

4.4.3 Act of God – natural disasters

4.4.4 Disease, pandemic, global health emergency

4.4.5 War / Terrorism

4.4.6 Acts or omissions of customs or similar authorities

4.4.7 Insufficient information provided by customer

4.4.8 Disruption or failure of communication and information systems

4.4.9 Online scams or other deceiving activities conducted by Sender

4.5 Interconnect has a list of outskirt delivery areas where there might be delay in delivery or unable to deliver due to remote area/ transportation limitation, locality area and islands.

## **5. Packaging guide**

5.1 Sender must ensure proper packaging of the items before delivery, in accordance to safety requirement and courier standards to ensure the safety of items during transportation process. Interconnect is not responsible for direct or indirect losses or damages to the items caused by insufficient or defective packaging.

5.2 Sender must ensure fragile items, perishable food and/or other forms of food, liquid items etc are well packed and sealed, internal fillers are sufficient with proper layering, no excessive space to avoid movement or impacts during transportation.

5.3 Packaging of air freight shipments should comply with IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) guidelines.

## **6. Indemnity and Limitation of Liability**

6.1 You undertake the Services at your own risk and agree to indemnify Interconnect and its employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) and any claim arising from your own actions in any way in connection with the Services, or a breach of your obligations as set forth in these Terms and Conditions. Interconnect is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Services

## **7. Entire Agreement**

7.1 These Terms and Conditions represent the entire agreement between the parties relating to the Services (unless otherwise expressly confirmed in writing by Interconnect) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Services or any of these Terms and Conditions should be relied upon unless confirmed in writing by Interconnect.

## **8. Governing Law**

8.1 These Terms and Conditions shall be governed by and interpreted in accordance with Malaysian law and the parties irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

## **9. Special Terms**

9.1 These Terms and Conditions are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. No person shall derive any benefit or have any right, entitlement or claim in relation to this Terms and Conditions.

## **10. Changes to the Terms and Condition**

10.1 We reserves the right to update these Terms and Conditions at any time and any changes may be made without notice to you. We recommend you to read this Terms and Conditions periodically. By continuing to access or use Our Services after those revisions or changes become effective, you agree to be bound by the revised terms. If you do not agree to the new Terms and Conditions, please stop using the Website and/or Our Services.

**All rights reserved.**