

## Terms and Conditions of Carriage

### 1. Privacy statement

- 1.1. All and any business undertaken by LINE CLEAR EXPRESS SDN BHD (Registration No. 201301002482 (1032320-W)), a company with its business address at 3, Jalan TP 2, Taman Perindustrian UEP, 47600 Subang Jaya, Selangor [hereinafter referred to as “**LINE CLEAR**”] 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 LINE CLEAR 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.
- 1.2. The Shipper irrevocably warrants that the Shipper is the actual, legal or proprietary owner of any Shipment that is tendered to LINE CLEAR for carriage or transportation, shall irrevocably agrees and accepts the conditions herein not only for itself but also as agent for and on behalf of any person who may have interests in the Shipment and shall be deemed to have accepted and agreed to the terms and conditions herein, which terms and conditions shall be referred to as LINE CLEAR EXPRESS SDN BHD TERMS AND CONDITIONS OF CARRIAGE.
- 1.3. LINE CLEAR shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of LINE CLEAR by an authorized Officer of LINE CLEAR. All conditions, warranties, descriptions, representations and agreements not set out in these conditions and whether they be expressed or implied by law, custom or other are hereby expressly excluded. No officer, servant, agent or representative is authorized to make any representations, statements, warranties, conditions and or agreement not expressly set forth in these conditions and LINE CLEAR is not in any way bound by any of them or to be taken as to form part of the contract with LINE CLEAR or collateral to the main contract.
- 1.4. LINE CLEAR shall have the authority to collect the Customer’s information (including but not limited to personal data, propriety data and confidential information) pursuant to the Malaysian Personal Data Protection Act 2010 (“**PDPA**”) in order to ease the shipment process and for the purpose of the transactions contemplated under the agreement(s) between LINE CLEAR and the Customer.
  - 1.4.1. The data or information that will collect by LINE CLEAR from its Customer shall include (but not limited to) the Sender’s and intended receiver’s personal and confidential information including name, age, occupation, bank account number, email address, phone number, home/ office and related address, shipment information, shipment price, financial information such as income, or income tax particulars identity card or passport, place of birth, credit history and transaction history, and any related information which is relevant to the transactions contemplated under the agreement(s) between LINE CLEAR and the Customer for the purpose of LINE CLEAR’s processing, internal compliances and for any other purpose allowed by law and with the Customer’s consent.
  - 1.4.2. The Shipper warrant that neither the transaction nor the carriage of the Shipment is in breach of any statute regulation, including but not limited to governmental regulations and laws of any country to, from, through or over the Shipment, or other law relating to postal or courier services, and that they are either the owners of or the authorized agents of the owners of any goods or property being the subject matter of the transaction and by entering into the transaction they accept these conditions for themselves as well as for all other parties on whose behalf they are acting. Shipper and consignees of any Shipment and / or their agents, undertakes to indemnify LINE CLEAR against losses, damages, expenses and fines arising from any inaccuracy or omission even in such inaccuracy or omission is not due to any negligence.
- 1.5. Furtherance to 1.2.1, LINE CLEAR will collect the data so that LINE CLEAR is able:
  - 1.5.1. To process your requested services;
  - 1.5.2. To process the payment transactions, delivery of notice, forms, letters and other documents necessarily required;
  - 1.5.3. To respond to your enquiries;
  - 1.5.4. To communicate with you and to deliver any relevant information by any communication methods including, but not limited to e-mail, telephone calls, facsimile, short message service, social media and other services;

- 1.5.5. To process the information for any other purposes provided for in LINE CLEAR services and/or products offered by us;
- 1.5.6. To conduct market survey and trend analysis;
- 1.5.7. To prevent and hinder, and to report any criminal activities including but not limited to, fraud, bribery and money laundering;
- 1.5.8. To comply with any legal requirements and/or to make any disclosure under the requirements of any applicable law, regulations, directions, court orders, guidelines, circulars, codes which are applicable to us;
- 1.5.9. To process the same for internal records and maintenance of LINE CLEAR user database;
- 1.5.10. To process the same for LINE CLEAR's credit risk management and credibility worthiness check of its Users; and
- 1.5.11. To monitor, review and improve LINE CLEAR's services.
- 1.6. LINE CLEAR will collect data and process data when the User:
  - 1.6.1. Register online or place an order for any of LINE CLEAR's products and/or services.
  - 1.6.2. Voluntarily complete a customer survey or provide feedback on any of LINE CLEAR's message boards or via email;
  - 1.6.3. Use or view LINE CLEAR's Website via User's browser's cookies.
  - 1.6.4. Acquire any information and data from approved external parties (for example credit reference offices, administrative and enforcement offices, recruitment organizations, business owners, schools, colleges, legitimate delegates).
  - 1.6.5. When you contact any of Line Clear Express & Logistics entities/ representatives through different approaches for example, application forms, emails and letters, telephone calls and conversations you have with our staff in a HQ/ branch. In the event that you reach us or we get in touch with you utilizing phone, we may screen or record the telephone call for quality affirmation, training and security purposes.
- 1.7. By signing on the waybill documents, you are deemed to have consented and authorized LINE CLEAR 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 LINE CLEAR to any government and/or regulatory authority to the extent permitted by any applicable laws. Further, LINE CLEAR may disclose / disseminate the Customer's information to LINE CLEAR's agents and/or service providers who provide services relating to the purposes of which the personal information is collected including data processing services. For this,
  - 1.7.1. Our agent or third-party service providers shall be as LINE CLEAR deems necessary or appropriate for the services and the transactions contemplated under the agreement(s) between LINE CLEAR and the Customer;
  - 1.7.2. Any person, who is under a duty of confidentiality with LINE CLEAR and who has undertaken the responsibility to keep such information confidential; and
  - 1.7.3. Any of our affiliates in and outside Malaysia who is/are connected to LINE CLEAR EXPRESS SDN BHD;
  - 1.7.4. Bank, financial institution, insurance companies, government bodies including but not limited to land authorities, Malaysian Inland Revenue Board, Companies Commission of Malaysia, credit reporting agencies, and court of laws (the list is non-exhaustive).
- 1.8. Security
  - 1.8.1 LINE CLEAR is registered as a data user with the Ministry of Communications and Multimedia, Malaysia. As such, LINE CLEAR will take practical steps to protect your personal data from any loss, misuse, modification, unauthorized or accidental access or disclosure by maintaining security of our records, whether electronic or otherwise, and also by providing adequate training to our staff on proper handling of personal data.
- 1.9. Retention period
  - 1.9.1. All data and information obtained will be retained by LINE CLEAR so long as it is necessary for the services and expedient for the fulfilment of any purpose as stated above pursuant to LINE CLEAR's internal practices and requirements including but not limited to the regulatory, legal and accounting requirements.
- 1.10. Access

- 1.10.1 You may, upon payment of a fee as prescribed by the Personal Data Protection (Fees) Regulations 2013, make a request in writing to access the information on any of your personal data that is being processed by us and we will comply with the said data access request subject always to the PDPA.
- 1.10.2 You may also request for your data to be corrected by notifying us in writing if any personal data being held by us is inaccurate, incomplete, misleading or not up-to-date and we will comply with your request for data correction subject always to the PDPA.

## 2. Website and Phone Applications

These terms and conditions shall also govern the use of this Website. By browsing, accessing or viewing this Website, you have agreed to be bound by these terms and conditions. If you are not agreeable to these terms and conditions, please refrain from accessing this Website.

### 2.1. Terminology/ definitions of terms use, terms of address,

- 2.1.1. The term “LINE CLEAR” under these terms and conditions shall refer to LINE CLEAR EXPRESS SDN BHD, a company with its business address at 3, Jalan TP 2, Taman Perindustrian UEP, 47600 Subang Jaya, Selangor. The terms or ‘Your’ or ‘You’ or ‘Sender’ refer to the Customer, the person accessing this Website and agreeing to the LINE CLEAR’s terms and conditions. The term “Website” shall refer to this Website which shall include all the materials in this Website, but is not limited to text, graphics, logos, icons, software, information, data, features, sound recordings, derivative works and contents thereof.

### 2.2. Restriction on use of the Website.

You shall ensure that you and your affiliates shall not, without prior consent from LINE CLEAR:

- 2.2.1. Copy, modify, distribute, download, display, transfer, post or transmit the Website or its contents for any public or commercial purpose;
  - 2.2.2. Use any robot, spider, automatic device, manual or automated process or other means to access the Website, the server(s) on which the site is/are stored, or any database connected to the Website for any unauthorized purpose, such as the monitoring, collection or copying of any material on the Website;
  - 2.2.3. Place false or misleading information on the Website;
  - 2.2.4. Input any information which contains viruses, Trojan horses, worms, malicious software or other computer programming routine which intends to damage, interfere with, intercept with or expropriate any system, the Website or information that infringes the intellectual property rights of another.
- 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.
  - 2.4. You shall hereby agree to defend, indemnify and hold harmless LINE CLEAR and its affiliates from any and all claims arising out of your breach of any of these terms and conditions and any of your activities conducted in connection with this Website.

## 3. General terms and conditions

### 3.1. Packaging guideline

- 3.1.1. The Sender shall be solely responsible for the proper packaging of goods, including the placement of the documents or goods in any container, labelling and intact packaging, in accordance with the safety requirement and courier standards to ensure the safety of goods during the transportation process. LINE CLEAR accepts no responsibility for direct and indirect losses or damage to documents or goods caused by inadequate, inappropriate or defective packaging. The use of LINE CLEAR -provided packaging (including but not limited to materials, supplies and assistance) does not guarantee that an item is sufficiently packaged for transportation.
- 3.1.2. The Sender shall, at Sender’s best endeavors, adhere to the following Basic Packaging Guidelines & Principles. The Sender is responsible for understanding and comprehending the importance of ensuring that the parcel is able to withstand all transit activities, including but not limited to movements, impacts, pressure, easy handling etc. The following serves as a minimal guide should the packaging be done at Sender’s end: -
  - 3.1.2.1. Ensure appropriate material, quality, sizes of packaging used suitable for shipment carried, considering its nature, weight, sizes, shapes etc. (E.g. Fragile items should be packed in boxes with solid in-fillers, documents should be packed in hard-cover paper enveloped etc.)
  - 3.1.2.2. A good packaging should be able to withstand 2 meters of free fall, and 30kg of pressure.

- 3.1.2.3. Ensure internal fillers are sufficient with proper layering, no space left, well organized, no shifting or movement of content in the packaging or impacts among contents in the packaging (if multiple contents, items should be wrapped individually in the parcel).
- 3.1.2.4. Ensure sharp or pointy items are properly wrapped, no exposure of sharp or pointy edges to avoid hurting our staffs or any other person or damaging other parcels. Sender is fully responsible for any damages if such parcel causes injuries to other person or damages to other parcels and/or property(ies).
- 3.1.2.5. Ensure high value items are tightly packed, sealed, un-concealable of internal content to outsiders and durable for transit.
- 3.1.2.6. Ensure all fragile items are well packed and sealed.
- 3.1.2.7. Ensure parcels packed are clean, dry, odorless, oil-free, and contamination free. All parcels should be properly packed, no leakage, content exposure, tear, no re-use of used packaging materials etc.
- 3.1.2.8. Packaging of air-freight shipments should comply with IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) guidelines
- 3.1.3. The Sender shall be responsible for all posted items, including but not limited to liquids, creams, lotions, or cosmetics that may be risk at rupture, as well as perishable food and/or other forms of food. LINE CLEAR shall not be responsible or liable for direct or indirect losses on any damages or losses resulting from packaging problem.
- 3.2. Declaration shipment content
  - 3.2.1. Declarations of shipment by the Sender are based on an utmost good faith basis.
  - 3.2.2. Sender must disclose to LINE CLEAR all-important information including but not limited to the actual value and description of package(s) and/or content(s).
  - 3.2.3. The Actual Value of a document (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost of preparation or replacement, reconstruction or reconstitution value at the time and place of shipment whichever is less.
  - 3.2.4. The Actual Value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained by reference to its cost of repair or replacement, resale or fair market value at the time and place of shipment, whichever is less. In no event shall such value exceed the original cost of the article actually paid by the Shipper plus 10%.
  - 3.2.5. Sender shall be responsible for the accuracy and completeness of the particulars and for ensuring that all shipments set out adequate contact details for the Sender and intended receiver of the shipment and are properly packed, marked and/or labelled, with their contents so described and classified and are accompanied by any such documentation as may (in each case) be required to make them suitable for transportation.
  - 3.2.6. LINE CLEAR shall not be responsible for any claim or freight charges or any other costs for, including but not limited to, any false, misrepresentation, inconsistent, misleading, illegal, incomplete and/or complex statement pertaining to the shipment.
  - 3.2.7. Sender shall indemnify and hold LINE CLEAR harmless from any loss or damages arising out of Sender's breach of Condition 3 herein and LINE CLEAR shall be free from any legal liability arising from Sender's failure to comply with any applicable laws or regulations.
- 3.3. Payment
  - 3.3.1. All goods and documents relating to the goods shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or any particular or general balance or other monies due from the sender owner or consignee and their agents to LINE CLEAR, if any money due to LINE CLEAR is not paid within the terms set out and agreed or within 14 days after the notice has been given to the person from whom the money is due that such goods are being detained and same may be dispose or otherwise at the sole discretion of LINE CLEAR and at the expense of such a person for fees applied or towards satisfaction of such indebtedness. The sender owner or consignee and their agents hereby waives any cross-claim payment due.
  - 3.3.2. Payment method (Credit):
    - 3.3.2.1. Standard credit term is 30 days. Any unpaid invoices may lead to suspension of account after due date.
    - 3.3.2.2. All cheques should be crossed and made payable to LINE CLEAR EXPRESS SDN BHD.
    - 3.3.2.3. Overdue Interest at the rate of 1.5% per month will be charged on all overdue amounts.



- 3.3.2.4. Line Clear Express Bank Details: Malayan Banking Berhad (Account No.: 5127 5451 2862)
- 3.3.2.5. Email bank-in slip to [bcc@lineclearexpress.com](mailto:bcc@lineclearexpress.com)
- 3.3.3. Payment method (Prepaid):
- 3.3.3.1. Line Clear Coins is the official virtual currency which can only be purchased or topped up in advance in the OMS via the methods below before payment or during the checkout process.
- Salesperson
  - OMS
  - FPX (Online Banking)
  - Debit or Credit Card
  - e-wallet
- 3.3.3.2. This Line Clear Coins is made available by LINE CLEAR EXPRESS SDN BHD subject to the terms and conditions contained herein. You acknowledge that you have read and fully understood these terms and conditions. Your participation in and transaction of the Line Clear Coins, constitutes unconditional acceptance to be bound by these terms and conditions, as may be amended from time to time.
- 3.3.3.3. Duration of this Line Clear Coins virtual currency program is made available from 13 February 2023 and shall continue to be available until further notice is issued by LINE CLEAR EXPRESS SDN BHD. Any extension or discontinuation of this Line Clear Coins virtual currency program shall be at the sole discretion of LINE CLEAR EXPRESS SDN BHD.
- 3.3.3.4. Line Clear Coins will be refunded into the Bonus Wallet with a 7-day expiry if an order is cancelled, provided that the order payment was made using Line Clear Coins and the package is YET to be picked-up or lodge-in.
- 3.3.3.5. With the exception of clause 3.3.3.4, all purchased or transacted Line Clear Coins are not refundable.
- 3.3.3.6. Line Clear Coins cannot be exchanged for cash and is non-transferable, whether by operation of law or otherwise, to any other person, entity, or any other business account.
- 3.3.3.7. There is no limit on the amount of Line Clear Coins you can purchase and Reward Coins you can earn, as long as your account is valid and within the active period.
- 3.3.3.8. Your prepaid account must maintain an “active” status in order to use or transact Line Clear Coins.
- 3.3.3.9. No carrying forward or refund of the unutilized quota of Line Clear Coins is allowed once the expiry date of coins is reached.
- 3.3.3.10. Line Clear Express shall not be responsible in any way in the event your Prepaid account is topped-up and activated by a third party without your consent or in the event of errors in crediting Line Clear Coins. LINE CLEAR EXPRESS SDN BHD shall not refund nor compensate you in any manner whatsoever in such situations.
- 3.3.3.11. For any claims regarding damage, loss, or untimely delivery of Premium, PremiumBox, or FreshBox, all compensations shall be disbursed exclusively in the form of Line Clear Coins.
- 3.3.3.12. If you fail to comply with any of the terms and conditions, LINE CLEAR EXPRESS SDN BHD reserves the right to forfeit the Line Clear Coins.
- 3.3.3.13. All decisions made by Line Clear Express are final, conclusive and binding. No correspondence or claims in relation to Line Clear Coins shall be entertained.
- 3.3.3.14. Line Clear Express reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions, including but not limited to any feature for Line Clear Coins from time to time, without prior notice as it deems fit.
- 3.3.3.15. You must use or transact your Line Clear Coins during its applicable validity period failing which they shall expire and be forfeited without further notice to you. You hereby further agree that you shall have no claim whatsoever against LINE CLEAR EXPRESS SDN BHD for any expired and/or unutilized Line Clear Coins.
- 3.3.3.16. Your Line Clear Coins balance and validity period will be reflected in the Line Clear Express' Order Management System (OMS) and shall serve as conclusive evidence of the same.
- 3.3.3.17. LINE CLEAR EXPRESS SDN BHD may, in its sole discretion, take such actions as it deems appropriate, including without limitation, suspending your entitlements to the Line Clear Coins, revoking or forfeiting any or all of the Line Clear Coins in your account, in each case, with or without advance notice to you and without liability to LINE CLEAR EXPRESS SDN BHD in the event of fraud, abuse or violation of any terms and conditions or have made any misrepresentation to LINE CLEAR EXPRESS SDN BHD.

#### **Customer Service**

- 3.3.3.18. You may address your queries or complaints in relation to the Line Clear Coins virtual

currency program via email at [customersupport@lineclearexpress.com](mailto:customersupport@lineclearexpress.com) or by raising a request from the Line Clear Express' Order Management System (OMS).

### **Force Majeure**

- 3.3.3.19. Without limiting the generality of any provision in these Terms and Conditions. LINE CLEAR EXPRESS SDN BHD shall not be liable for any non-performance and/or delay in the performance of its obligations herein (including but not limited to the non-availability and/or interruption in the services) caused by any Force Majeure events, as determined by LINE CLEAR EXPRESS SDN BHD.

### **Indemnity**

- 3.3.3.20. You hereby agree to fully indemnify and to hold LINE CLEAR EXPRESS SDN BHD. harmless from and against any claim brought by a third party resulting from the use and transaction of the Line Clear Coins and Line Clear Express' Order Management System (OMS) in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered, or incurred directly or indirectly by LINE CLEAR EXPRESS SDN BHD. in consequence of and/or in connection with your use and transaction of the Line Clear Coins and Line Clear Express' Order Management System (OMS), and your breach of any of the Terms and Conditions stated herein.

### **Disputed Transactions**

- 3.3.3.21. You shall be fully responsible for all transactions of Line Clear Coins made through your account via the Line Clear Express' Order Management System (OMS). You shall be fully responsible for ensuring that the transaction amount is correct at all times.
- 3.3.3.22. You agree and consent to the use by LINE CLEAR EXPRESS SDN BHD. and/or its employees, personnel and advisors of any information related to you, the particulars of the transaction(s) or any designated account relating to the transaction(s) for the purpose of investigating any claim or dispute arising out of or in connection with any disputed transaction(s) and that this consent shall survive the termination or cessation of the Line Clear Coins virtual currency program. You further agree that in the event of a dispute or claim of any nature arising in respect of any transaction, the records of the transaction(s) generated by us shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim.

### **Exclusion of Liability**

- 3.3.3.23. LINE CLEAR EXPRESS SDN BHD. shall not be liable for any special, indirect or consequential damages or any damages whatsoever, whether in action of contract, negligence or other tortious action, arising out of, or in connection with the performance of, or use / transaction of the Line Clear Coins virtual currency program and Line Clear Express' Order Management System (OMS) and in particular, but without limitation to the foregoing, LINE CLEAR EXPRESS SDN BHD. specifically excludes all liability whatsoever in respect of any loss resulting from delays, technical errors, or service interruptions.
- 3.3.3.24. LINE CLEAR EXPRESS SDN BHD. makes every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third-party networks which we have no control. The internet is not a secure environment. Unwanted programs or materials may be downloaded without your knowledge, which may give unauthorized persons access to your electronic devices and the information stored on your electronic devices. These programs may perform actions that you have not authorized, possibly without your knowledge.

### **Disclaimer**

- 3.3.3.25. The Line Clear Coins virtual currency program and Line Clear Express' Order Management System (OMS) are provided on an 'as is' and 'as available' basis.
- 3.3.3.26. Except as expressly set out in these Terms & Conditions, all representations, conditions and warranties (whether express or implied, statutory or otherwise) including but not limited to the availability, accessibility, timeliness and uninterrupted use of the of the Line Clear Coins virtual currency program and Line Clear Express' Order Management System (OMS); sequence, accuracy, completeness, timeliness or the security of any data or information provided to you as part of the of the Line Clear Coins virtual currency program and Line Clear Express' Order Management System (OMS); any implied warranty of merchantability; any implied warranty of fitness for a particular purpose; any implied warranty of non-infringement; and any implied warranty arising out of the course of dealing, custom or usage of trade with respect to the of the Line Clear Coins virtual currency program and Line Clear Express' Order Management System (OMS) provided by LINE CLEAR EXPRESS SDN BHD. are expressly negated and excluded.

3.3.3.27. This Line Clear Coins are only valid and can only be used as a means of making payment to LINE CLEAR EXPRESS SDN BHD via the Line Clear Express' Order Management System (OMS). For the avoidance of doubt, the Line Clear Coins shall not constitute or be construed as Electronic Money within the Guideline on Electronic Money issued by Bank Negara Malaysia, in any manner whatsoever.

The following table illustrates the amount of top up in Ringgit Malaysia, Line Clear Coins entitled after each top up, Reward Coins earned and validity period for account and Reward Coins. For the avoidance of doubt, LINE CLEAR EXPRESS SDN BHD reserves the right to alter, vary and/or amend the entitlements as set out below, at its sole discretion.

Top Up Amount	Coins Entitled	Active Period	Validity Period	Bonus Coins	Bonus Coin Validity Period	Coin Rewards
RM1,000	100,000	90 days	180 days after expiry date and All Line Clear Coins are forfeited	5,000	All Reward Coins are valid for 7 days and will be forfeited after this period.	5%
RM300	30,000	90 days		1,500		5%
RM100	10,000	60 days		300		3%
RM50	5,000	60 days		-		-
RM20	2,000	30 days		-		-

Glossary	Description
Line Clear Coins	<ul style="list-style-type: none"> <li>The official virtual currency on Line Clear Express' Order Management System (OMS). Can be purchased or topped up in advance in the OMS only before payment or during the checkout process.</li> <li>Every 100 Line Clear Coins is equivalent to RM1. The minimum top up amount is RM20.</li> </ul>
Reward Coins	<ul style="list-style-type: none"> <li>Reward Coins are incentive coins given to the customer after each top up for their continuous support in using Line Clear Express Prepaid service to make payments.</li> </ul>
Active	<ul style="list-style-type: none"> <li>Line Clear Express Prepaid account will be activated when customer performs a top-up to the prepaid account. This will change the account validity status to an active period.</li> </ul>



Inactive	<ul style="list-style-type: none"> <li>Line Clear Express Prepaid account will go into inactive period when the prepaid account expires between Day 31 to Day 90, depending on the topped-up amount.</li> <li>The inactive period serves the purpose of an interval for customer to top up upon account expiry before account suspension.</li> <li>Customers will need to make a minimum top up of RM20 during the inactive period in order to reactivate the account.</li> <li>Any remaining amount left in the Prepaid Account that has not expire will be reinstated.</li> </ul>
Validity	<ul style="list-style-type: none"> <li>The validity period refers to the time during which the Line Clear Coins and Reward Coins earned are intended to be valid.</li> </ul>
Expire	<ul style="list-style-type: none"> <li>All Line Clear Coins and Reward Coins are subject to expiry dates.</li> <li>When the date of expiry reaches, the remaining Line Clear Coins and Reward Coins will be forfeited.</li> </ul>
Suspended	<ul style="list-style-type: none"> <li>After 180 days from the last day of active period, the Line Clear Express Prepaid account will be suspended and all remaining Line Clear Coins will be forfeited.</li> <li>Line Clear Express Prepaid account will be activated when customer performs a top-up to the prepaid account. This will change the account validity status to an active period.</li> </ul>

3.4. Non fixed goods price and/or fluctuating price

- 3.4.1. LINE CLEAR shall not be liable in any manner whatsoever for lost and/or damage of all shipments containing item(s) that have fluctuating price tag and/or items with, including but not limited to, value of sentimental, artistic, antique or anything thing similar in nature such as heirlooms, paintings, second-hand bundle goods, drawing, antiques and jewelry.
- 3.4.2. For avoidance of doubt, items that are unable to have a determined / conclusive price based on LINE CLEAR's sole discretion are excluded and forms part of Condition 3.3.1 above.

3.5. Dangerous and prohibited item

- 3.5.1. LINE CLEAR is not a common carrier hence reserves the right to refuse the carriage or transportation of any class of goods at its absolute discretion. LINE CLEAR shall not carry nor accept the following items (not exhaustive nor limited to) for courier delivery: cash (in any currency) cash cheques, blank or endorsed cheques, negotiable instruments or securities (share certificates, bonds, etc.), gold and silver bullion, coin, dust, cyanides, precipitates or any form of un-coined gold and precious and semi-precious stones including commercial carbons or industrial diamonds, antiques, livestock or plants, identity cards, passports, hazardous, combustible or explosive materials, prohibited drugs liquor, tobacco, firearms or any goods or materials that are prohibited.
- 3.5.2. LINE CLEAR also shall not accept any shipment if it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization) or any shipment that is prohibited by any other local or foreign regulation or laws.
- 3.5.3. LINE CLEAR reserves the right to refuse deliveries if it finds or discovers any dangerous or prohibited items in the contents of the package(s) and/or part of it. Please refer to <https://lineclearexpress.com/> for the list of dangerous and prohibited items
- 3.5.4. LINE CLEAR is not liable in any way whatsoever for any direct and/or consequential claims in damages, lost and/or delay of shipment if the item is deferred, detained, withheld, returned to Sender, or was not processed because it contains or consists of dangerous goods or prohibited postings, regardless of whether the item was intentionally or unintentionally sent by the Sender or received by

LINE CLEAR.

- 3.5.5. Once LINE CLEAR has discovered any odor items, perishable items, prohibited items and/or dangerous goods in the shipment(s), which makes it impossible to fulfil the conditions of transit, LINE CLEAR will evaluate the items' condition and shall retain the right to dispose it accordingly without further reference to the Sender and the intended receiver.
- 3.5.6. LINE CLEAR reserves the right to amend or change the classes of goods or items which are categorized as Dangerous Goods or Prohibited Items at any time without prior notice.
- 3.6. Restricted or controlled delivery item
  - 3.6.1. Sender is responsible to ensure all the necessary or required approvals, licenses, permissions and clearances have been obtained from all relevant authorities and the posting of restricted or controlled items have been declared and accompanied with all original supporting documents evidencing the said approval, permission and clearance (E.g.: Declaration Form for dangerous goods and prohibited items).
  - 3.6.2. The Sender is responsible to ensure that the posting is accompanied with complete supporting documents. The Sender shall solely responsible for providing the required documentation for customs clearance. By providing required documentation, the Sender hereby certifies that all statements and information relating to the exportation and importation are true and correct. LINE CLEAR is not responsible for any direct or indirect costs incurred due to Sender's negligence if due to incomplete documents.
  - 3.6.3. Sender understands that LINE CLEAR is subjected to security screening and clearing procedures by the local custom and/or police and/or relevant authorities in accordance with local law, and that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements or consigning explosives or explosive devices without lawful authority. If any penalty, fine or compound is imposed, Sender shall be fully responsible for all the costs incurred. Sender shall indemnify and hold LINE CLEAR harmless from and against all liabilities, cost, charges or legal actions as a result of the Sender's non-compliance with this Clause.
  - 3.6.4. The making and packing of the Shippers' documents or goods for transportation is the Shipper's sole responsibility including the placing of the documents or goods in any container which may be supplied to the Shipper by LINE CLEAR accepts no responsibility for loss or damage to documents or goods caused by inadequate, inappropriate or defective packaging
  - 3.6.5. LINE CLEAR does not provide a protective service for the transportation of perishable commodities or commodities requiring protection from heat or cold. Such commodities susceptible to change of temperature will be accepted for transportation solely at the Sender risk for any damage arising from the transportation.
  - 3.6.6. LINE CLEAR shall not be liable for any direct or indirect costs and/or damages or lost on the aforesaid items if the appearance/ surface of the package or label is not damaged.
  - 3.6.7. LINE CLEAR shall not be responsible for any costs of posting, direct or indirect spoilage, metamorphism, go bad, perished, damages, partial lost, regardless of whether the item was sent by the Sender, accepted or received by LINE CLEAR, intentionally or unintentionally. LINE CLEAR shall only be liable for total loss of the parcel if it is proven that such lost was caused by the LINE CLEAR directly.
- 3.7. Sender's responsibilities
  - 3.7.1. If a shipment is refused by the receiver, leaks or is damaged, the shipment will be return to the Sender if possible. If the Sender refuses to accept the returned shipment or it cannot be returned because of leakage, or damage due to faulty packaging, the Sender shall be responsible for cost of transportation and/or disposal of the same.
  - 3.7.2. Sender shall be responsible for any events that causes late delivery, damage, miss-delivery, non-delivery caused by incomplete or wrong receiver information.
  - 3.7.3. Sender shall hold full responsibility on shipment packaging, and any claim of damage, missing pieces, miss-delivery or non-delivery shipment due to packaging issues are not claimable, the same shall be concluded as act of negligence from the Sender side due to non-compliance with Condition 3.1.2 herein
  - 3.7.4. The Sender shall also be responsible for posting of any fraudulent, imitation, counterfeit, stolen, pilferage or illegal goods including but not limited to phones, watches, branded items, jewelries or other items sent.
  - 3.7.5. LINE CLEAR hereby disclaims all liabilities and shall not be responsible for any costs of posting, direct or indirect damages or lost on the aforesaid items, nor being part of any fraudulent/scam/illegal/criminal activities, regardless of whether the item was sent by the Sender or

received by LINE CLEAR, intentionally or unintentionally.

- 3.7.6. If it is proven that the goods delivered consists of the nature stipulated in Clause 3.4, LINE CLEAR shall cooperate with the government or other relevant agency in providing the necessary information and cooperation in investigations and shall not be liable for any direct or indirect costs and/or damages or lost on the aforesaid items. The Sender will be blacklisted or blocked from any claims/opening of merchant account/transactions with LINE CLEAR.

3.8. Custom clearance

- 3.8.1. All shipments that crossed international borders must be cleared through customs. The Sender is responsible for making sure goods are shipped in compliance with all relevant customs regulatory (including but not limited to Customs Act 1967) requirements.
- 3.8.2. The Sender warrants that each article in any shipment accurately described in waybill and the Sender shall attach the relevant documents to meet the export or air freight requirements.
- 3.8.3. LINE CLEAR shall not be responsible for the delay in the performance of its obligations as transit time might be affected due to customs clearance procedure.
- 3.8.4. LINE CLEAR shall not be liable for or in respect of any loss or damage suffered by the Shipper howsoever caused or arising and without limiting the generality of the foregoing, whether caused or arising by reason or on account of loss or damage to goods, missed delivery or non-delivery, delay in delivery, concealed damage, deterioration, contamination, evaporation, cancellations or delays in scheduled air flights, in customs procedures or any reason at all.
- 3.8.5. The Shipper and consignees and / or their agents, if any shall be liable for any duty, tax, impost or outlays of whatsoever nature levied by the authorities of any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by LINE CLEAR in connection herewith. The Shipper warrants that each article in any Shipment is accurately described and Shipper shall provide the relevant documents to meet the export or importing requirements. The Shipper appoints LINE CLEAR or one appointed by LINE CLEAR as Shipper's agent solely for performance of customer clearance.
- 3.8.6. LINE CLEAR shall not act as the representative for the Sender or the intended receiver in any dealings with the custom or any relevant authorities that detained or seized the shipped items; Sender and/or the intended receiver shall be fully responsible to liaise the custom or any relevant authorities at the moment such detainment or suspension of the shipment take place.

3.9. Duty and Taxes

- 3.9.1. In order to complete clearance of certain items through customs, LINE CLEAR may disburse duties and taxes as assessed by customs officials on behalf of the payer and assess a surcharge for doing so, and the same shall be in accordance with all applicable and relevant laws, including but not limited to the Customs Act 1967. For all shipments, LINE CLEAR may contact the payer and request confirmation of reimbursement arrangements as a condition of clearance and delivery, and at our sole discretion, require payment of duties and taxes to be made by the payer before the release of the shipment to the receiver.
- 3.9.2. The Shipper shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, charges for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Shipment and comply with but not limited to any imposed at any time before or during the Carriage relating to anti-terrorism measures of custom, port and other authorities and Shipper warrants LINE CLEAR that the description and particulars including, but not limited to, weight, content, measure quantity, quality, condition, marks, numbers and value are correct.
- 3.9.3. If a receiver or a third party from whom reimbursement confirmation is required refuses to pay the duties and taxes upon request, we may contact the Sender. If the Sender refuses to make satisfactory arrangements to reimburse LINE CLEAR, the shipment may be returned to the Sender (in which case, Sender will be responsible for both original and return charges).

3.10. Proof of Delivery

- 3.10.1. Where indirect signature is required, LINE CLEAR will obtain a signature in one of three ways:
- 3.10.1.1. From someone at the delivery address with actual receiver instructions; or
- 3.10.1.2. From a neighbor, building manager or other person (3<sup>rd</sup> party/representative with actual receiver instruction); or
- 3.10.1.3. Where available, the receiver can sign to authorize release of the package without anyone present.

- 3.10.2. If delivery cannot be completed in these ways, LINE CLEAR may reattempt delivery.
- 3.10.3. Where direct signature is required, LINE CLEAR will obtain a signature from someone at the delivery address. If no one is available at the address, LINE CLEAR may reattempt delivery.
- 3.11. Inspection of shipments and Identification Requirement
- 3.11.1. LINE CLEAR may, at LINE CLEAR's sole option, open and inspect any shipment at any time. Nonetheless, such shipment shall also from time to time be subjected to any Governmental authorities' inspection (including the Royal Malaysian Customs Department) in accordance with its duty and power conferred under relevant law and regulations.
- 3.11.2. LINE CLEAR reserves the right but not the obligation to inspect the goods or documents consigned by its customer to ensure that all such documents or goods are capable of carriage to the countries of destination in accordance with standard operating procedures. Customs declaration and handling methods of LINE CLEAR however, does not undertake or represent that any particular item to be carried is capable and delivery without infringing the law of any country or state from, to or through which the item may be carried.
- 3.12. Determination of shipping charges
- 3.12.1. For domestic and international shipment, the standard of volumetric of the package is stated as follows:

<b>Domestic Shipment</b>	<b>International Shipment</b>
Length(cm) x Width(cm) x Height(cm) /6000cccc <sup>3</sup>	Length (cm) x Width (cm) x Height (cm) /5000cccc <sup>3</sup>

- 3.12.2. Sender who fails to apply the volumetric weight calculation to a package may be assessed with volumetric weight charges by LINE CLEAR. Package volumetric may change during transit, which can affect the package's volumetric weight and surcharge eligibility. If the volumetric change during transit, LINE CLEAR may make appropriate adjustments to the package charges at any time.
- 3.12.3. Charges will be applied with comparison on actual weight and volumetric weight. The greater of each two shall be used to calculate the rate.
- 3.13. Pick-up
- 3.13.1. Pick-up service will not be provided to or from any address not directly accessible to vehicles or where it is impractical to operate a vehicle.
- 3.13.2. LINE CLEAR shall only responsible for item pick up to the Sender's address as per written on the waybill.
- 3.13.3. LINE CLEAR shall have the right to refuse or reject any shipment that contains prohibited item as per listed in Condition 3.4 and bad packaging shipment as described in Condition 3.1.
- 3.13.4. LINE CLEAR shall have the right to refuse or delay pick-up according to pick-up cut off time.
- 3.13.5. Sender shall be responsible to ensure that every parcel to be picked-up are ready for LINE CLEAR's pick-up before creating any order in LINE CLEAR's pick-up order systems.
- 3.13.6. Reverse pick-up rate RM8.00/1<sup>st</sup> kg, additional weight RM1.40.
- 3.14. Delivery
- 3.14.1. LINE CLEAR shall only be responsible for delivery to the receiver's address written on the waybill.
- 3.14.2. It is sole responsibility of the Shipper to ensure that the address is correct and legibly stated each consignment or waybill of documents or goods to enable effective delivery to be made. LINE CLEAR shall not be liable for delay in forwarding for delivery resulting from the Shipper's failure to comply with its obligations.
- 3.14.3. LINE CLEAR shall not apply where delivery or failure to deliver is due to circumstances beyond LINE CLEAR's control such as delivery instruction or information such as P.O Box for receiver address.
- 3.14.4. Any delivery or service fee quoted by LINE CLEAR is subject to service tax, value added tax and any other applicable tax, SST or GST, duty and expenses as may be imposed by any local or foreign customs or similar authority in respect of the carriage of the Shipper's Shipment and the Shipper shall be primarily liable for such payment and any additional surcharge, fine, legal cost or loss suffered by LINE CLEAR.
- 3.14.5. For delayed Shipments, LINE CLEAR's liability shall only be limited up to the sum of the courier



- charges paid by the Shipper provided that such delay was due to the negligence of LINE CLEAR, its servants or agents.
- 3.14.6. We do not offer a restricted-delivery service and we reserve the right to make redirect delivery and/or deliver to someone other than the person or entity names as the receiver. For avoidance of doubt, a redirect delivery is a completed delivery to an address or location other than the address on the waybill.
- 3.14.7. All package addresses must include the complete street address and telephone number of the receiver.
- 3.14.8. 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 LINE CLEAR.
- 3.14.9. Once the intended receiver has no further objection upon receiving of the item, the item shall be considered as successfully delivered and LINE CLEAR shall be released from all obligations and shall not be responsible for any loss and/or damages afterwards.
- 3.14.10. If the receiver is not present at the time of delivery, the items will be kept at LINE CLEAR's designated branch for a certain period determined by LINE CLEAR. The period during which unclaimed items are kept is referred to as the "storage period". LINE CLEAR will make three (3) attempts to deliver the said item to receiver or receiver may collect/pick up the item from LINE CLEAR's designated branch within the storage period. The shipment will be returned to Sender after all, three (3) attempts have been exhausted. LINE CLEAR shall not be responsible for any direct or indirect damages or losses to the item or its contents arising during the storage period
- 3.15. Refusal & suspensions of service
- 3.15.1. In the event LINE CLEAR is made aware that any shipment does not comply with any of the listed restrictions or conditions, LINE CLEAR reserves the right to refuse the said shipment and if the said shipment is in progress, LINE CLEAR may suspend and hold the said shipment at LINE CLEAR's sole discretion.
- 3.15.2. LINE CLEAR also reserves the right to refuse to provide its services, among other reasons, for any shipment that, in the sole discretion of LINE CLEAR, soil, taint, or otherwise damage to the other shipments or to LINE CLEAR's own equipment or assets, due to the nature of its content or that is improperly or insecurely packed or wrapped.
- 3.15.3. LINE CLEAR reserves the right either to refuse to provide its services for any shipment to or from any location, or to provide alternative service arrangements, when, among other reasons, LINE CLEAR, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to provide such services.
- 3.15.4. LINE CLEAR also reserves the right to suspend transportation of any shipment if: -
- 3.15.4.1. shipment and/or its content or part of the content are found not to be acceptable for transportation for any reason whatsoever
- 3.15.4.2. if LINE CLEAR cannot affect delivery at the third attempt to do so
- 3.15.4.3. if the receiver refuses to accept delivery
- 3.15.4.4. if it cannot collect amounts due from the receiver on delivery
- 3.15.5. The Sender shall bear the payment of all charges, calculated in accordance with the then current LINE CLEAR rates, caused by such suspension of transportation, including, but not limited to, forwarding, disposal, or return of transportation charges as well as any duty or tax, if applicable.
- 3.15.6. Sender shall be responsible for all reasonable costs and expenses of LINE CLEAR (including storage), for such losses, taxes and customs duties as LINE CLEAR may suffer and for all claims made against LINE CLEAR because a shipment does not meet any of the restrictions or conditions listed herein or because of any refusal or suspension of carriage or return of a shipment by LINE CLEAR pursuant to these terms and conditions.
- 3.15.7. LINE CLEAR shall not be held liable or responsible for the loss of or damage to any shipment, the contents of which LINE CLEAR is not authorized to accept, which LINE CLEAR states it will not accept, or which LINE CLEAR has a right to refuse.
- 3.15.8. Pursuant to Condition 3.14.7, in the event LINE CLEAR suspends its services as set forth in these terms and conditions, the payer of any transportation charges shall not be entitled to a refund.
- 3.16. Interruption of service



- 3.16.1 If LINE CLEAR is unable to commence or continue with the delivery service of the Sender's shipment for a reason beyond its control, the Sender shall not be able to claim that LINE CLEAR has breached its agreement with the Sender, but LINE CLEAR will take reasonable steps that are reasonably practicable in the circumstances to commence or continue the delivery.
- 3.16.2 LINE CLEAR shall not be liable for any failure, interruption, delay of service or any other matters of the nature whatsoever due to causes beyond LINE CLEAR control including, but not limited to:
- 3.16.2.1 The unavailability or refusal of a person to accept delivery of the shipment,
  - 3.16.2.2 Caused by any fraud, wilful acts, reckless acts for which the management of LINE CLEAR has exercised reasonable diligence,
  - 3.16.2.3 Disease, outbreak, global health emergency, or pandemic,
  - 3.16.2.4 Acts of God,
  - 3.16.2.5 Natural disasters,
  - 3.16.2.6 War risks,
  - 3.16.2.7 Acts of terrorism,
  - 3.16.2.8 Acts of public authorities acting with actual or apparent authority,
  - 3.16.2.9 Acts of omissions of customs or similar authorities, authority of law,
  - 3.16.2.10 Insufficient information provided by a customer,
  - 3.16.2.11 The application of security regulations imposed by the government or otherwise applicable to the shipment,
  - 3.16.2.12 Riots,
  - 3.16.2.13 A government agency hold, strikes or other labor disputes,
  - 3.16.2.14 Civil unrest,
  - 3.16.2.15 Disruptions of any kind in national or local air or ground transportation networks (including, but not limited to, LINE CLEAR transportation network),
  - 3.16.2.16 Disruption or failure of communication and information systems,
  - 3.16.2.17 Adverse weather conditions
  - 3.16.2.18 A fire or robbery occurred at the LINE CLEAR office or premises, although the company has taken appropriate safety control measures.
  - 3.16.2.19 Online scams and/or any other scamming or deceiving activities conducted where LINE CLEAR is used to provide delivery service.
  - 3.16.2.20 Disruption of air or ground network
  - 3.16.2.21 Mechanical problems to modes of transportation/machinery or material shortage (i.e fuel and electricity)
- 3.16.3 In the event any of the above factors occur, LINE CLEAR shall be exempted from any delay claims, Direct or indirect costs due to delays, or postponement of delivery.
- 3.17. Claims
- 3.17.1. Claim on damage/lost to the parcel or its content can only be claimed by the Sender or the representative of the Sender who has been authorized in writing by the Sender. The claim or lost request together with required physical and effective proof and any other necessary documents must be completely filled up and submitted within 48 hours from the date when the delivery should have reached the designated destination.
  - 3.17.2. LINE CLEAR must receive notice of a claim due to damage (visible or concealed), delay (including fresh product claims) or shortage within forty-eight (48) hours from the date when the delivery should have reached the designated destination. Any claim which is submitted beyond the limitation period shall be time-barred in which LINE CLEAR shall have no liability whatsoever.
  - 3.17.3. In the case of lost due to undelivered because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be disposed or returned at LINE CLEAR's option at any time, shipment shall not be deemed to be lost until at least twenty-one (21) days have elapsed since the date of lodgment of your complaint of the undelivered item with LINE CLEAR.
  - 3.17.4. LINE CLEAR reserves the right to inspect a damaged shipment on the receiver's premises as well as the right to retrieve the damaged package for inspection at a LINE CLEAR facility. When a package is picked up for inspection, a receipt for the damaged package will be provided if requested by the receiver. LINE CLEAR reserves the right to request a self-inspection requiring proof of damage in the form of photographs of the carton, inner packaging and damaged contents.
  - 3.17.5. When LINE CLEAR resolves a claim by paying full value for a shipment, we reverse the right to pick up the package for salvage, and all rights, title to, and interest in the package shall vest with us.
  - 3.17.6. LINE CLEAR's total liability under any circumstances whatsoever shall not exceed **Ringgit Malaysia Two Hundred (RM200.00)** only per Shipment or the cost of replacement, whichever is lower. For the purpose of determining the amount of LINE CLEAR's liability under this clause,

value of a document of the goods shall be ascertained by reference to their replacement or constitution value at the time and place of shipment without reference to their commercial utility to the Sender and/or other items of consequential loss. Instances where a higher value has been declared in which case the shipment shall be insured by the Sender and the Sender's sole remedy shall be from the proceeds of the insurance policy.

- 3.17.7 Non-cooperation by the Sender such as incomplete submission of documents, breach of the forty-eight (48) hours deadline, non-respond from Sender shall be deemed prejudicial LINE CLEAR and LINE CLEAR reserves the rights to reject and end the claim request.
- 3.17.8 The claimant has the burden to prove that he/she/it has suffered the loss or damage. LINE CLEAR reserves the right to refuse any claim if the claimant is unable to verify or provide sufficient evidence that the loss or damage occurred under LINE CLEAR's control.
- 3.17.9 Insured items will only be claimable under its respective insurance with complete compliance with terms and conditions of insurance company as well as those listed herein.
- 3.17.10 The claimant shall bear all costs and expenses in returning the damaged (or in the event of lost item recovered later) parcel(s) to LINE CLEAR and LINE CLEAR shall not be reimbursed any expenses incurred by the claimant in connection with the claim request process.
- 3.17.11 Claim will be based on partial claim or full claim, on case-to-case basis and based on customer difference dispute scenario.
- 3.17.12 Upon full investigation conducted by LINE CLEAR and in the event LINE CLEAR decided there should be rejection of the claim request, such decision shall be final and conclusive. LINE CLEAR shall not be party to any further negotiation/appeal/settlement/litigation process pertaining to the claim.
- 3.17.13 The claimant acknowledges that in no event shall LINE CLEAR refund the shipping fee to the claimant, regardless of whether the claim has been approved or rejected.
- 3.17.14 No claim shall be entertained until all outstanding amount due to LINE CLEAR from the Sender have been fully settled. The amount of any such claim shall not be set off any amount owing to LINE CLEAR.
- 3.18. Insurance
  - 3.18.1 The Sender may purchase insurance from LINE CLEAR to insure his/her/it own goods at a rate of 0.5% of the parcel actual cost or value. The maximum coverage limit of the insurance shall be capped at RM10,000.00
  - 3.18.2 Sender is responsible to ensure that the insurance is purchased for posting out any item with correct value as per purchase invoice.
  - 3.18.3 There is no obligation from LINE CLEAR to recommend a shipment to be insured and Sender, at Sender's own risk, shall procure any additional insurance coverage at own cost.
  - 3.18.4 Insurance coverage of such procured does not serve as a guarantee that the shipment is free from damage or guarantee of compensation; such insurance coverage shall only effect / vary the total amount of compensation.
  - 3.18.5 The Sender who purchases the insurance from LINE CLEAR must completely and accurately declares the contents and value of the insured item.
  - 3.18.6 Any damage or loss to the content or part of the item so insured by the insurance shall be limited to any value determined by LINE CLEAR and/or by the LINE CLEAR's insurer.
  - 3.18.7 Insurance coverage does not cover indirect loss or damage, or loss or damage caused by delay.
  - 3.18.8 LINE CLEAR makes no representation nor warranty as to the appropriateness and adequacy of any insurance coverage that may be purchased from our panel.
  - 3.18.9 LINE CLEAR's shipment charges do not include insurance cover for Shipments in transit and LINE CLEAR is under no obligation to provide such insurance coverage. The Shipper will arrange insurance for their Shipment for the intended transit. The insurance policy shall include a waiver of subrogation clause for the benefit of LINE CLEAR.
  - 3.18.10 If the Shipper requires greater protection, LINE CLEAR can arrange insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment, provided the Shipper requests it via LINE CLEAR systems and pays the applicable premium.
- 3.19. Governing Law
  - 3.19.1 These terms and conditions shall be subject to and construed in accordance with the laws of Malaysia. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.
- 3.20. Disclaimer
  - 3.20.1 This disclaimer, set out in these terms and conditions, does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

### 3.21. Liability Not Assumed

- 3.21.1 Sender's violation of any of the terms and conditions contained in these terms and conditions, as amended or supplemented, or on a waybill, including, but not limited to, the improper or insufficient packing, securing, marking and addressing of shipments.
- 3.21.2 LINE CLEAR compliance or noncompliance with any request to intercept a shipment in transit, or to prevent delivery.
- 3.21.3. LINE CLEAR compliance or noncompliance with verbal or written delivery instructions from the
- 3.21.4. Sender, receiver or persons claiming to represent the Sender or receiver.
- 3.21.5. LINE CLEAR inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of customs or any other regulatory agencies.
- 3.21.6. Sender's failure to ship goods in packaging approved by LINE CLEAR prior to shipment where such prior approval is recommended or required.
- 3.21.7. The shipment of goods or commodities that could be damaged by exposure to heat or cold, including, but not limited to, the shipments of plants material, emu eggs or live aquaculture.
- 3.21.8. LINE CLEAR shall not under any circumstances be liable for loss or damage resulting from or attributed to any quotations, statement, representation, or information, whether oral or in writing howsoever, whosoever or to whomsoever made or given by or on behalf of LINE CLEAR or by any servant, employee or agent of LINE CLEAR as to the classification of or liability for amount scale or rate of customs duty, excise duty or other impost or tax applicable to any goods or property are such at LINE CLEAR shall commit any breach of any Act Of Parliament regulation or Ordinance or other law made in respect of the same.
- 3.21.9. Whenever LINE CLEAR undertakes or arranges transport storage or any other services it shall be authorized to entrust the goods or arrangements to third parties, by any route and procedure and by any courier or successive and according to any handling, storage and transportation methods as LINE CLEAR thinks fit on the latter's contractual conditions. Ultimately LINE CLEAR reserves the right NOT to carry the Shipper's documents or goods

### 3.22. Limits of Liability

- 3.22.1. For non-insured shipments, LINE CLEAR shall only be liable for the direct losses for damaged or lost items, but is limited to the following :
  - 3.22.1.1. The actual amount of loss or damage based on the actual value/costs of the contents as stated on purchase invoice of damaged or lost items or a maximum of **Ringgit Malaysia Two Hundred (RM200.00) only** for shipments, whichever is lower.
  - 3.22.1.2. For Domestic and International (Singapore, Brunei, and Thailand only) shipment, the amount of the **compensation value for high risk** item such as mobile phones, notebook/computer, any electronic devices, software, cosmetics and any health product is subject to **excess of 2% or a maximum of RM800.00 or whichever higher**.
- 3.22.2. The Sender has to insure his/her/its own item with insurance if the total value of item exceeded the limit of compensation covered by LINE CLEAR. The Sender shall proceed with his/her/its own claim through insurance if the Sender have insured his/her/its own items and the above Condition 3.21.1 shall not be applicable for insured items.
- 3.22.3. If the parcel is partially damaged, then it will be compensated based on the level of damage or lost. If the damaged parcel can be properly functioned upon repair, then it will be compensated based on the repair value, or the actual value of the parcel, whichever is lower.
- 3.22.4. Sender hereby undertakes that Sender shall not seek to recover and shall not be entitled to recover from LINE CLEAR or to be indemnified by LINE CLEAR in respect of any direct, indirect or consequential loss or damage or against any claims, proceedings, costs, demands, liabilities and expenses whatsoever sustained, incurred or paid by Sender in respect of any use of LINE CLEAR service.

### 3.23. Return

- 3.23.1. With respect to LINE CLEAR's return policy, notwithstanding any payment instructions that are given to LINE CLEAR, the party that initiates a return shipment transaction with LINE CLEAR is ultimately liable for, will be billed for, and agrees to pay, all charges and fees which LINE CLEAR have disbursed, regardless of any payment instructions to the contrary, if the Sender or any third party fails or refuses to pay.
- 3.23.2. If any return parcel is requested by the Sender due to uncontrollable circumstances of LINE CLEAR, the parcel will be returned with a new waybill generated and additional charges may be applied. However, if request is due to controllable circumstances of LINE CLEAR, no additional charge will be imposed.
- 3.23.3. If the Sender requests for return parcel, additional charges will be imposed regardless of controllable or

uncontrollable circumstances, additional charges must be borne by the Sender. A new waybill will be generated for return parcel.

3.24. 3<sup>rd</sup> party

- 3.24.1. LINE CLEAR provides pickup and delivery to a variety of locations, and we may subcontract the services, in whole or in part, to any third parties, at our sole discretion without prior notice to you.
  - 3.24.2. Whenever LINE CLEAR undertakes or arranges transport storage or any other services, it is authorized to entrust the goods or arrangements to third parties, by any route and procedure and by any courier or successive and according to any handling, storage and transportation methods as LINE CLEAR thinks fit on the latter's contractual conditions. Ultimately, LINE CLEAR reserves the right NOT to deliver the Sender's documents or goods.
- 3.25. LINE CLEAR shall not under any circumstances be liable for loss or damage resulting from or attributed to any quotations, statement, representation, or information, whether oral or in writing howsoever, whosoever or to whomsoever made or given by or on behalf of LINE CLEAR or by any servant, employee or agent of LINE CLEAR as to the classification of or liability for amount scale or rate of customs duty, excise duty or other impost or tax applicable to any goods or property.
- 3.26. Dispute Resolution
- Any dispute, controversy or claim arising out of relating to these terms and conditions which cannot be resolved by negotiation between the parties within seven (7) business days of either party giving notice to the other party that a dispute has arisen shall be submitted to mediation pursuant to the Asian Institute of Alternative Dispute Resolution ("AIADR") Mediation Rules and failing settlement of that dispute by mediation within seven (7) business days thereafter, the dispute shall be submitted by any party for final resolution by arbitration as administered by the AIADR in accordance with the AIADR Ad Hoc Arbitration Rules on Appointment, Case Administration and Financial Management whereby
- (a) The number of arbitrators shall be one;
  - (b) The seat of the arbitration shall be Kuala Lumpur;
  - (c) The language to be used in the arbitral proceedings shall be English.

**4. Limitation of service**

- 4.1. LINE CLEAR have a list of outskirt delivery areas which LINE CLEAR may not be able to deliver or might cause delay for delivery due to transportation availability, locality area, and islands.  
Refer [lineclearexpress.com](http://lineclearexpress.com) for outskirt delivery/remote area.

**5. Next day delivery (Premium)**

- 5.1. Premium rates and services are applicable only in Peninsular Malaysia excluded remote area.
- 5.2. In order for the package to be delivered on the next day under Premium Service, the customer has to deliver the package before the Cut-Off Time as stipulated. (Exclusion if next day is a Public Holiday).
- 5.3. The Guarantee shall not apply where late delivery or failure to deliver is due to circumstances beyond LINE CLEAR's control, as set out in the LINE CLEAR Terms and Conditions and including but not limited to the movement restrictions enforced by the government such as Movement Control Order, natural disaster, bad weather conditions, inaccurate or incomplete shipment information, delivery instructions or information (such as P.O. Box for receiver address, missing or inaccurate receiver telephone number), or receiver's request for delay, request to change delivery address, office or shop lot has closed or does not operate, or unavailability or refusal of the receiver to accept delivery. For full circumstances, please refer to LINE CLEAR's terms and conditions.
- 5.4. This Next Day Delivery Service is not available for deliveries to the Outskirt and non-serviceable locations indicated in 4.1 and 4.2 above.
- 5.5. Sender shall notify LINE CLEAR of any claim for late delivery within 48 hours from the date when the delivery should have reached the designated destination and provide LINE CLEAR with the Sender name and company name (if any), waybill number, date of shipment, contact number as on waybill, clear copy of LINE CLEAR receipt/invoice, complete receiver's information and credit reimbursement bank account.
- 5.6. Premium delivery service level agreement is guaranteed next-day delivery.
- 5.7. Guaranteed time services for Premium services. Compensation per Air waybill of RM100.00 for Premium service shall be given in the form of Line Clear Express credit voucher for untimely delivery.
- 5.8. Responsibility to provide the documents and ensure the accuracy of the information provided shall lie solely on the Sender.
- 5.9. Premium rates and services are applicable for shipment in flyers and parcel boxes with dimension measuring



less than 70cmx70cmx70cm and weighing less than 30kg.

- 5.10. PremiumBox rates and services are applicable for shipments in parcel boxes with parcel dimension measuring less than 70cmx70cmx70cm and weighing less than 15kg.
- 5.11. Should any one side of the parcel measures more than 70cm or weighs more than 30kg, LINE CLEAR reserves the right to change the service level agreement of the parcel to 7 days.
- 5.12. All parcels are required to stick Premium sticker on the exterior of the parcel next to the air waybill. Parcels without sticker will be considered as Express parcels with the service level agreement of 1-3 days without compensation for untimely delivery.

## **6. Multiple Package Shipments (“MPS”) services**

- 6.1. The MPS services refer to a shipment which contains multiple packages to a single receiver.
- 6.2. The MPS areas are acceptable at all points that LINE CLEAR serves. Individual package of a multiple package shipment may not be always delivered at the same time.
- 6.3. Each package within the shipment must be weighed separately.
- 6.4. It is expressly prohibited for the Sender to send any prohibited items.
- 6.5. Any failure to comply with these terms and conditions and any other relevant regulations by the Sender may result in delay, shortage, loss, damage, miss-delivery, or non-delivery, for which LINE CLEAR shall not be held liable due to external factors beyond its control.

## **7. Fresh Product Services**

- 7.1. In accordance with the Fresh Box Delivery Services, LINE CLEAR shall commit to perform a Next Day delivery of the shipment within 24 hours in designated serviceable areas in Malaysia. (Excluding Outskirt Delivery Area & East Malaysia- Sabah Sarawak)
- 7.2. Freshbox delivery service level agreement is Guaranteed next day delivery, operating 7 days a week within Peninsular Malaysia only.
- 7.3. In order for the Sender to be eligible for the Fresh Box Delivery services, the Sender must comply with the following shipment limitation:
  - 7.3.1. Using ‘fresh-box’ waybill only;
  - 7.3.2. Using ‘fresh-box’ sticker label;
  - 7.3.3. Using Styrofoam box for outer packaging; and
  - 7.3.4. Using normal box for outer packaging (based on fresh product types such as fresh fruit or fresh flower).
- 7.4. Shipments containing perishable articles must be packaged for a minimum transit time of at least 24 hours greater than LINE CLEAR’s delivery commitment time for the shipment as per 3.1.
- 7.5. The type of product characteristic that can be sent;
  - 7.5.1. Fresh fruits;
  - 7.5.2. Fresh flower;
  - 7.5.3. Fresh vegetables;
  - 7.5.4. Frozen seafood; and/or
  - 7.5.5. Frozen process food.
- 7.6. Guaranteed time services for Freshbox services. Compensation per Air waybill of RM200.00 for Freshbox service shall be given in the form of Line Clear Express credit voucher for untimely delivery.
- 7.7. The Guarantee shall not apply where late delivery or failure to deliver is due to circumstances beyond LINE CLEAR’s control, as set out in the LINE CLEAR’s Terms and Conditions of Carriage and including but not limited to the movement restrictions enforced by the government such as Movement Control Order, natural disaster, bad weather conditions, inaccurate or incomplete shipment information, delivery instructions or information (such as P.O. Box for receiver address, missing or inaccurate receiver telephone number), or receiver’s request for delay, request to change delivery address, office or shop-lot has closed or does not operate, or unavailability or refusal of the receiver to accept delivery. For full circumstances, please refer to LINE CLEAR’s terms and conditions.
- 7.8. Freshbox rates and services are applicable only in Peninsular Malaysia excluded remote area.
- 7.9. For any Freshbox exceeding the maximum weight and box dimension, Premium rates will be automatically applied.
- 7.10. All parcels are required to stick Freshbox sticker on the exterior of the parcel next to the air waybill. Parcels without sticker will be considered as Express parcels with the service level agreement of 1-3 days without compensation for untimely delivery.
- 7.11. For any Freshbox parcels exceeding the maximum weight & box dimension, general Premium rates will be automatically applied.



## **8. Express**

- 8.1. Express rates and services are applicable nationwide.
- 8.2. Express services are applicable for shipments pack in “flyers” and parcel box.
- 8.3. Valuepack rates and services are applicable only in Peninsular Malaysia excluded remote area.
  - 8.3.1. Valuepack shipment pack in “flyers” only.
  - 8.3.2. Delivery service level agreement is within 1-3 days for Peninsular only
- 8.4. Value6.9 rates and services are applicable only in Peninsular Malaysia excluded remote area.
  - 8.4.1. Delivery service level agreement is within 1-3 days for Peninsular only
  - 8.4.2. Shipments sent with Value6.9 services are only applicable for packages weighing less than 6KG.
  - 8.4.3. All packages sent must be packed in LINE CLEAR Value6.9 yellow courier fyler bags.
  - 8.4.4. No liquid and fragile items are allowed to be sent using Value6.9.
- 8.5 Deliveries to remote areas are available however rates may vary.

## **9. Jumbo**

- 9.1. For Jumbo parcels, billable weight is subject to actual weight or dimensional weight, whichever is greater.
- 9.2. Jumbo rates and services area applicable for shipments with any one side of the parcels measuring more than 70cm and any one side of the parcel measuring less than 240cm or weighing less than 35KG.
- 9.3. Jumbo delivery service level agreement is within 1-7 days for Peninsular Malaysia only excluding remote areas.
- 9.4. The weight reflected from the Auto Weighing Machine (AWM) will be used as the final weight.

## **10. Oversize**

- 10.1. For Oversize parcels, billable weight is subject to actual weight.
- 10.2. Oversize rates and services are applicable for shipments with any one side of the parcel measuring more than 240cm or weighing more than 35kg.
- 10.3. Oversize weight is measured per parcel for multi-parcel shipments (MPS).
- 10.4. Oversize delivery service level agreement is within 1-7 days for Peninsular Malaysia only excluding remote areas.
- 10.5. The weight reflected from the Auto Weighing Machine (AWM) will used as the final weight.

## **11. Air freight**

- 11.1. Shipments that are unusually shaped, difficult to handle, uncrated or which require special handling in transit (to prevent damage to the shipment, other shipments, shipments handlers or equipment) will be assessed an additional charge and/or will be subject to delay or return.
- 11.2. When preparing and submitting export declarations, applications, security filings, or other required data, LINE CLEAR relies on the accuracy of all documentation, whether in written or electronic format of all information, and the Sender agrees to indemnify and hold LINE CLEAR harmless from any and all claims asserted and/or liability or losses incurred as a result of the Sender's failure to disclose information or any incorrect, incomplete, or false statement by the Sender or its agent.
- 11.3. All shipments are subjects to inspection by LINE CLEAR, by LINE CLEAR's Carriers, and by any duly authorized government entities. Further, LINE CLEAR reserves the right to unilaterally reject any shipment that it deems unfit for transport after inspection.

## **12. International**

- 12.1. LINE CLEAR have the right to reject acceptance of any shipment that contain prohibited items or shipment packaging that did not fulfil the packaging guideline as mentioned 3.1
- 12.2. LINE CLEAR is not an air transport company. LINE CLEAR's undertaking is within the Warsaw Convention 1929 and subsequent air carriage treaties and legislation. LINE CLEAR acts as agents or its Customers when consigning documents or goods with a particular airline or carrier for onward carriage, without prejudice to its general right of subrogation hereunder, LINE CLEAR shall have the right to recover compensation from any airline or carrier for loss, damage or expense incurred by any Sender on behalf of that Sender.

**All shipments are bounded by LINE CLEAR. These terms and conditions herein may be updated by LINE CLEAR from time to time without prior notice to you and such updated terms and conditions shall bind you in respect to the use of the services, as from the date specified by LINE CLEAR or such date as the terms and conditions shall take effect, whichever is the earliest.**