

Please make sure to carefully read through these Terms before accessing or using the Platform.

By using or accessing the Platform, you hereby expressly affirm that:

you have read, understand and comply these Terms and Conditions, you will comply with Community Guidelines; and you are at least the age of legal majority in your place of residence and otherwise legally competent to enter into contracts.

You also acknowledge and agree that you have the authority to enter into these Terms personally and, if applicable, on behalf of any organization on whose behalf you have enrolled for use of the Platform and to bind such organization to these Terms.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS, PLEASE DO NOT ACCESS OR USE THE PLATFORM.

In these Terms, the words “you” or “your” refer to all individuals and other persons who access or use the Platform, including, without limitation, any organizations that enroll or otherwise access or use the Platform through their respective representatives or employees (“User(s)”).

We reserve the right to change these Terms from time to time. If we make changes, we will notify you by revising the date at the top of the Terms and, in some cases, we will provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). We encourage you to review these Terms periodically to stay informed about our practices. Whenever we make changes to these Terms, they are effective when the revised Terms are posted unless we notify you otherwise. If you continue to use the Platform after the revised Terms have been posted, then you will be deemed to have accepted the changes to these Terms.

In these Terms, “Applicable Law” means applicable Malaysian laws, rules, and regulations governing payments and all services provided hereunder, including any and all foreign laws, treaties, rules, regulations, regulatory guidance, directives, policies, orders or determinations of (or agreements with), and mandatory written direction from (or agreements with) any regulatory authority, as each of the foregoing may be amended and in effect from time to time.

1. Our Services

Pickup-lah is a mobile application services provided by Abang Lorry Logistics (M) Sdn. Bhd. (“Services”) are meant to connect Users and independent third party delivery partners (“Delivery Partner/Driver/Rider”) who provide transportation, logistics, moving/relocation and/or delivery services. The services provided by the Delivery Partner/Driver could be availed/requested through the use of the Platform supplied by Abang Lorry Logistics.

You acknowledge that Abang Lorry Logistics by itself or any of its affiliates does not own, employ or provide transportation and/or logistics services or function as a transportation carrier and that all such transportation, or logistics services are provided by Delivery Partners/Driver.

2. Use of the Software

While using the software provided by Abang Lorry Logistics (“Software”) you agree that:

1. you are permitted to install a copy of the Software on your mobile device for your use;
2. you are not permitted to rent, lease, sublicense, distribute or transfer copies of the Software or the license for the use of the Software to any third parties;
3. you shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform;
4. you shall not modify, adapt, reverse engineer, decompile, disassemble, translate the Software or create derivative works based on the Software;
5. you shall not interrupt the normal operation of the Software, or use any methods to export or modify the source code of the Software;
6. you shall not upload or send any kinds of computer viruses, worms, trojans, or malicious codes;

7. you shall not install and/or execute the Software on any device other than the mobile device and web running the operating systems approved by Abang Lorry Logistics; and

other than the license to use the Software granted hereof, no other license or right is hereby granted to you and the ownership of the Software and all other rights are hereby expressly reserved by Abang Lorry Logistics

8. We do not knowingly collect Personal Data from any individual under the age of 18 years old. As a parent or legal guardian, please do not allow a minor under your care to submit Personal Data to us. In the event that any Personal Data of a minor is disclosed to us, you hereby signify your consent to the processing of the minor's Personal Data as a parent or legal guardian of the minor and personally accept and agree to be bound by this Policy and take responsibility for his or her actions.

3. Use of the Services

User Account

In order for you to use the Services, you are required to register for a personal account ("Account") with Pickup-lah User Application. During Account registration, you are obligated to provide your personal information, in accordance with our Privacy Policy.

Once the Account registration is successfully completed with us, you will be provided with an User Account. The Services or Platform may be restricted/limited based on your resident jurisdiction because of age, in such cases you must abide by the age limits and not use the Services or the Platform.

You agree that the details entered and maintained by you are accurate, complete and valid. Abang Lorry Logistics is not liable for false, incomplete, old or incorrect registration information provided by you. Your failure to enter or maintain accurate, complete, and valid information may result in your inability to access and use the Services. You are responsible for all activity that occurs under your Account. Abang Lorry Logistics is entitled to verify the information that you have provided at all times and refuse the use of the Services without providing reasons and prior notice.

You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and the Applications. Abang Lorry Logistics does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. Abang Lorry Logistics reserves the right to terminate the use of the Services should you be using the Service in an incompatible or unauthorized device or that the security of your account has been compromised in any way or for any reason we may find.

While using the Services, you agree that:

1. you shall only access the Services using means explicitly authorized by Abang Lorry Logistics;
2. the Platform and Services provided will solely be used by you for your personal use and will not be resold to any third party;
3. you will not authorize others to use your Account;
4. you are only allowed to open a single Account;
5. transferring of your Account to any other person or legal entity is not permitted;
6. you cannot use an account that is subject to any rights of a person other than you without appropriate authorization;

Abang Lorry Logistics holds the right to include/exclude the Users from promotional offers;

1. the Services cannot be used for unlawful purposes, including but not limited to (i) violation of Applicable Law; (ii) storing or sending any unlawful material; (iii) sharing of sensitive personal information of others, without their consent (iv) causing intentional harm, nuisance, inconvenience or annoyance; (v) impairing or harming the proper operation of the Services; (vi) exhibiting the tenor of impersonating another person; or (vii) copying or distributing the Services without the permission of Abang Lorry Logistics;

2. your password or any identification credentials should be secure and confidential;
3. proof of identity or other documentations needs to be submitted immediately if requested by Abang Lorry Logistics;
4. compliance with all the Applicable Law is a must while using the Services;
5. you will not engage with the Delivery Partner/Driver outside of the Platform directly or indirectly;

you shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform.

Abang Lorry Logistics reserves the right to bar any such activity;

1. you shall not attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Platform;
2. you shall not collect or harvest any personally identifiable information, including account names, from the Platform;
3. you shall not engage in threatening, harassing, discriminatory (based on race, gender, age, disability, or any other protected classification) or any other behaviour that Abang Lorry Logistics deems inappropriate when using the Services; and you agree to grant Abang Lorry Logistics the right to share your information and/or permitted information with any third parties in accordance with our Privacy Policy.

3. Mode of Communication

By creating an Account, you electronically agree to accept and receive communications from us including via email, text message, calls, and push notifications to the mobile device or cellphone number you provide to us. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Abang Lorry Logistics, and/or third party contractors, including but not limited to communications concerning orders placed through your registration with respect to the Services. You may opt-out by changing your notification preferences. Please note that opting out may impact your usage of the Services.

4. Promotional Offers

Abang Lorry Logistics, at its sole discretion, may make promotional offers with different features and different rates to any User. These promotional offers are subject to these Terms and may be valid only for certain Users as indicated in the offer. Abang Lorry Logistics reserves the right to withhold or deduct credits or benefits obtained through a promotional offer in the event that Abang Lorry Logistics determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms. Abang Lorry Logistics reserves the right to modify or cancel an offer at any time for any reason without liability to Abang Lorry Logistics. Abang Lorry Logistics may also offer gratuitous credits to Users, which can be used for the Services. Any credit issued by Abang Lorry Logistics is subject to the specific terms that Abang Lorry Logistics establishes and may not be redeemed for cash or cash equivalent. Upon expiration, credits will be removed from your Account. Expired credits are no longer redeemable.

You agree that promotional offers:

1. may only be used by the intended audience, for the intended purpose, and in a lawful manner;
2. may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Abang Lorry Logistics;
3. are subject to the specific terms that Abang Lorry Logistics establishes for such promotional offer;

4. cannot be redeemed for cash or cash equivalent; and
5. are not valid for use after the date indicated in the promotional offer.

5. Booking Rules

Users ensure that they are either the owners or the authorized person of the owners of the goods and materials comprising any requested shipments, and that the Users are authorized to order that the shipments be made in accordance with the Users' instructions.

Users understand that the Delivery Partners/Driver will be directed by the User's instructions to transport the shipments to the User's designated location. Users agree that neither the Delivery Partner nor Abang Lorry Logistics holds title to or acquires any ownership interest in any shipments that the Users request to be delivered through the Services.

Users shall be deemed to have accepted all information (including but not limited to the information of the Delivery Partner and vehicle) relating to the shipment provided by the Delivery Partner, whether or not such information is identical to the User's order information. After the shipment, User shall not hold Abang Lorry Logistics liable for any inconsistency between any information in the shipment and the order information.

Users shall give the Delivery Partners/Driver sufficient, accurate and executable instructions or orders. Any extra costs arising from the difference between the Users' provided information and the actual situation or facts involved shall be borne by the User. Any amendment or change to a User's instructions or orders (and any pricing or cost changes triggered by such amendment or change) must be approved and updated in the Application unless otherwise permitted by Abang Lorry Logistics.

If the Delivery Partners/Driver find that the actual item to be delivered does not match the item description or delivering such item would violate our Rules/Terms upon arrival at the pick-up location, Delivery Partners/Driver may refuse to accept the order. Further, Abang Lorry Logistics may charge the User a cancellation fee or the entire order Charge.

Users ensure that they have complied with all laws and regulations relating to the nature, condition, packaging, handling, storage and carriage of the goods and materials comprising shipments. Users shall not dispatch (and Delivery Partners/Driver are entitled to refuse transport of) any articles that are prohibited by law, dangerous or hazardous materials, perishable substances, and radioactive material. Users are liable for any loss or damages (including physical damages, lost revenues, personal injuries, financial damages or losses, or any other loss or damage) suffered by any third party as a result of a User's breach of these Terms.

Delivery partner/driver shall not be required to accept for transportation any truckload shipment which exceeds gazetted by Land Public Transport Commission (SPAD) and Road Transport Department (JPJ) weight limit or which occupies more than the full visible capacity of the transport which is provided or size of the lorry that has been booked prior to pick up date even if the transport provided may be able to carry the excess load.

Delivery partner/Driver, manpower/ movers and Abang Lorry Logistics will not be responsible for any damages incurred before the shipment/delivery or moving starts.

Users must ensure that the goods to be delivered by the Delivery Partner/Driver do not contain or constitute:

1. Fragile items (including flowers, cakes) without proper packaging that require special handling and instruction to deliver partner/driver
2. Hazardous, explosive, flammable and unsafe items (including power banks)
3. Valuable items and documents (e.g. cash, passport, birth certificate)
4. Credit or debit cards
5. Illegal substances, including including duty free alcohol or cigarettes

6. Animals (live or otherwise)

7. Any unpacked / loose items that can be easily damaged in transit

8. Items exceeding size, dimensions or weight of selected vehicle type

9. Counterfeit goods

10. Bullion, currency in any denomination, tax stamps / stickers, bearer forms or negotiable instruments, precious metals / stones

11. Real or imitation weapons including firearms or parts thereof, explosives or ammunition

12. Human organs or remains (Ashes or bones)

13. Pornographic material (Tangible & Intangible)

14. Human being/Person inside the shipment/moving transportation.

6. Shipment/Delivery/Appointment Pick up and Delivery

Delivery Partner/Driver shall not be liable for late deliveries or unkept appointments due to circumstances beyond their control such as but not limited to weather and traffic conditions, store loading and wait times, customer special requests, and other unexpected barriers to loading or unloading.

The rates named herein include pick up or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each booking will include only pick up and one delivery unless special requests are made and the additional charges are chosen at Service Application by Users

7. Cancellation of Booking

Cancellation of scheduled order:

Any cancellation shall be made BEFORE twenty-four (24) hours of scheduled pick-up by cancelling the order at our platform.

If the Delivery Partners/Driver/Rider already arrived discovers, through communication with the customer, that the customer's items are not eligible for the Services due to not limited to, items under the "TRANSPORT AND GOODS LIMITATIONS" list (under clause number 5 -Booking rules) and/or incorrect information provided by the customer that make the order process unable to proceed.

Cancellation of instant order:

Any cancellation shall be made WITHIN ten (10) minutes upon booking is accepted by Delivery Partner/Driver/Rider. If the Delivery Partners/Driver/Rider already arrived discovers, through communication with the customer, that the customer's items are not eligible for the Services due to not limited to, items under the "TRANSPORT AND GOODS LIMITATIONS" list (under clause number 5 -Booking rules) and/or incorrect information provided by the customer that make the order process unable to proceed.

8. Payment of Service

a) Cash On Delivery (COD) : Cash Payment shall borne by you (user)

b) Pickup-lah User Wallet : We offers you the facility to make top-up and purchase credits through User Wallet. Abang Lorry Logistics has the absolute right to revise the prices of any credit packages or credit amount/limits where applicable without giving prior notice. All credits are pre-paid and are not exchangeable, returnable nor refundable once sold unless required by the Applicable Law or otherwise determined by Abang Lorry Logistics at its own discretion. You may top up your Abang Lorry User Wallet through the following method Electronic Payment Gateways

c) Electronic Payment Gateways : You may settle the Charges through third-party Electronic Payment Gateways. The process of the payment is subject to the confirmation from the third party payment processor ("Payment Processor"). Abang Lorry Logistics is not responsible for any errors on the Payment Processor's end. Abang Lorry Logistics shall not be responsible for any unauthorized use of your Electronic Payment Gateways during or after availing the Services.

9. Limitation of Liability

Abang Lorry Logistics is not responsible and shall not be held liable for:

1. damage/defect/change of item/property from its original state due to substandard packaging
2. item/property already damaged/defected/changed before the start of the transportation
3. quality of the Services as it is entirely dependent on the Delivery Partner, who is ultimately providing you the transportation and/or logistics services,
4. any booking that is not accepted,
5. any damages resulting from the use of or inability to use the Services, including damages caused by wrong usage of the Services, error in call centre number, network issues, malware, viruses or any incorrectness or incompleteness, appropriateness of mobile or email or any other communication medium.

You shall be responsible for immediately reporting the errors, if any, occurred in the information sent to you regarding booking confirmation;

1. any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever, including profit and loss, whether based on contract, tort, negligence, strict liability or otherwise, even if Abang Lorry Logistics has been advised of the possibility; and any lost items during the Services, Abang Lorry Logistics will try to locate the items on a "best-effort" basis but is not responsible for any loss or damage of such items.

10. Damage claims

Abang Lorry Logistics shall not be responsible for any lost, stolen, damaged or destroyed goods. You acknowledged and agreed that the your usage on the platform for the services is at your own risk. You hereby agree that you shall procure your own insurance coverage to protect your goods. As part of Our value-added Services, We will assist in ensuring the highest level of care is administered while handling and transporting your goods but we will not accept any liability arising therefrom

11. Indemnity

You undertake the Services at your own risk and agrees to indemnify Abang Lorry Logistics 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.

Abang Lorry Logistics 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. This limitation does not exclude any liability for negligence by Abang Lorry Logistics or death or personal injury arising out of such negligence

12. Governing Law:

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. 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.