

TERMS OF USE

1. Introduction

1.1. Please read these Terms of Use carefully. By using the Service (as defined), you agree that you have read and understood the terms in these Terms of Use which are applicable to you. These Terms of Use and the Policies (as defined) constitute a legally binding agreement (“**Agreement**”) between you and ZEAL Systems (M) Sdn Bhd (“ZEAL”) (as defined). The Agreement applies to your use of the Service (as defined) provided by ZEAL. If you do not agree to the Terms of Use, please do not use or continue using the Application or the Service.

1.2. ZEAL may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on the Application. It is your responsibility to review the Terms of Use regularly. Your continued use of the Service after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

1.3 ZEAL is a Technology Company which provides a Platform for Users to obtain services provided by the Merchant/Food Operator. ZEAL’s role is merely to link the User with the Merchant/Food Operator. ZEAL is not responsible for the act and/or omissions of any Merchant/Food Operator and any liability in relation to such services shall be borne by the Merchant/Food Operator. Merchant/Food Operator shall not represent to be an agent, employee or staff of ZEAL and the foods, beverages or services provided by Merchant/Food Operator shall not be deemed to be provider by ZEAL.

2. Representations, Warranties and Undertakings

As a User, you undertake that:

2.1. Your use of the Service is for your own sole, personal use or, where permitted, for the use of another person who is at least twelve (12) years old (“Unaccompanied Minor”).

2.2 You will not use the Application, Platform and/or the Software to cause nuisance, annoyance, inconvenience or make fake order;

2.3. You shall not intentionally or unintentionally cause or attempt to cause damage to the Merchant/Food Operators restaurant/settings/equipment;

2.4. Where applicable, you will not create or compile, directly or indirectly, any collection, compilation or other directory from any content displayed on the Application or Platform except for your personal, non-commercial use;

2.5. Where applicable, you will not copy any content displayed through the Application or Platform, including any third party product content and reviews, for republication in any format or media;

2.6. You are aware that when ordering through your mobile by using the Service, standard telecommunication charges will apply.

2.7 You are aware that the prices of food and beverage items reflected in the Application are determined solely by the Merchant/Food Operator and are listed for information only.

2.8 You are aware that the Prices of foods and beverage items as reflected in the Application may, for reasons such as technical issue, typographical error or outdated product information supplied by the Merchant/Food Operator, be incorrectly reflected and in such an event ZEAL Merchant/Food Provider may cancel your order(s) and replace your order with another foods and beverages item.

2.9 You are responsible to collect the foods and beverages at the ordered timing and should the foods and beverages quality deteriorate due to late collection, ZEAL and the Merchant/Food Operator will not be held responsible.

2.10 You are aware that the ZEAL's Merchant/Food Operator shall be solely responsible for any warranty in relation to, and quality of, the food and beverage products sold to you.

2.11 You are responsible for ensuring that the ordering details entered by you on the Application are accurate and complete. ZEAL shall not be liable in the event of wrong order of food and beverage items that you order.

2.12 Where you place an order for alcohol via the Application, you warrant you and any other person for whom you are placing the order for are (i) at least twenty-one (21) years old; (ii) non-Muslim; and (iii) capable of understanding that consumption of alcohol may be harmful for your health (“MEMINUM ARAK BOLEH MEMBAHAYAKAN KESIHATAN”).

2.13 The Merchant/Food Operator shall have the right to (i) request to be shown your ID for age verification purposes; and to, (ii) refuse to deliver any alcoholic product to any person who at the time of delivery or self-collection (A) does not appear to be at least twenty-one (21) years old and non-Muslim or (B) cannot prove that he/she is at least twenty-one (21) years old and non-Muslim or (C) is, or appears to be, under the influence of either alcohol or drugs at the time of delivery or self-collection and in such an event you agree that ZEAL and the Merchant/Food Operator shall not be liable to make any refund for payment already made to you.

2.14 In the event you are under twenty-one (21) years old and non-Muslim, you hereby agree to solely bear the legal consequences, and agrees to indemnify, defend and hold harmless ZEAL and the Merchant/Food Operator, their respective subsidiaries, affiliates, directors, officers, agents, co-branders or other partners (“Indemnified Party”), from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to any action in attempting to deceive, manipulate, conceal ZEAL, in relation to inaccuracy or breach of its representations, and/or its beach of any law or any rights of a third party, including but not limited to the aforementioned minimum age limit.

3. Compatibility

3.1 Different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Application, Platform and Software. While we continuously develop the Application, Platform and Software in order to, as far as possible, support all commonly used devices and models in markets and all browsers where the Application, Platform and Software is likely to be accessed from, we do not warrant

compatibility of the Application, Platform and Software with specific mobile devices or other hardware.

4. Payment Terms for Users:

4.1 Users are required to make full payment of the order of foods & beverages and all services offered in the Application by the method selected, which predominantly through automated e-Payment method and may be some incidences by cash. Any payment pursuant to such selection is non-refundable and irrevocable.

4.2 Automated payment may be made by credit card and or debit card, alternative e-Wallets or where available by such other methods as are made available in the Application.

5. Cancellation

5.1 You may cancel your order request at any time before your foods & beverages ready prepared by the Merchant/Food Operator. However, ZEAL is not obliged to provide a refund (please refer to [Refund policy](#)).

5.2 If you decide to pursue the refund of order cancellation, you will need to communicate directly with the Merchant/Food Operator and it is the sole discretion of Merchant/Food Operator to provide the refund.

6. Taxes

6.1. You agree that this Agreement is subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be applicable from time to time. You shall comply with all applicable laws and take all steps required to enable, assist and/or defend ZEAL to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service.

7. Indemnification

7.1. By agreeing to the Terms of Use upon using the Service, you agree that you shall indemnify and hold ZEAL, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Platform, Software and/or the Application in your dealings with the Merchant/Food Operator, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use, any third party terms and conditions or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Third Party Providers or Users arranged via the Service, and (d) your use or misuse of the Service, the Platform, Software and/or the Application;

8. Disclaimer of Warranties

8.1. The Application, its content and any related service(s) is provided to you on an "as is" basis. ZEAL makes no representations or warranties of any kind, express or implied, in connection with the Software, Application, Platform, Service, these Terms of Use, the content

or any related service(s). Although we make reasonable efforts to keep the Application up-to-date, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. We shall not be liable for any direct, indirect or consequent loss arising from the modifications or amendments to the Software, Application, Platform, Service, or Terms of Use.

8.2. ZEAL makes no representation or warranty of any kind whatsoever, express or implied, in respect of Solutions provided by Third Party Providers or any Solutions procured through the use of the Service. You agree that you shall bear all risk arising out of your use of the Service and any Solution provided by Third Party Providers and shall have no recourse to ZEAL in respect of the same.

9. Internet Delays

9.1 The Service, Platform, Application and/or the Software may be subject to limitations, delay and other problems inherent in the use of the Internet and Electronic communications including the device used by you. ZEAL is not responsible for any delays in ordering, payment and foods & beverages readiness by Merchant/Food Operator.

10. Governing Law and Jurisdiction

10.1 This Term of Use is governed by and construed in accordance with the laws of Malaysia and the Parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.

11. Severability

11.1. If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

12. No Waiver

12.1. The failure of ZEAL to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.