

## IMPORTANT NOTICE

- I. Please read these terms and conditions ("Terms and Conditions") before using the Season Pass Parking facility.
- II. When you first use the Season Parking Pass Card / Access Card / Dongle / Transponder / Windscreen Tag / Windscreen Disc / Season Label / Car Access Sticker / license plate recognition (LPR) - (hereinafter referred to as the "Season Pass") facility, you are deemed to have read, accepted and agreed to be bound by the Terms and Conditions.

## TERMS AND CONDITIONS

The issuance of the Season Pass by JLG Metro Sdn Bhd (hereinafter referred to as "The Company"), to the Season Pass Holder (hereinafter referred to as "The Licensee") and the use of the Season Pass by The Licensee shall be subject to the Terms and Conditions, as well as any other agreements, disclosures, rules, or notices relating to the Season Pass as may be posted on the JLG Metro's website or otherwise, made available to The Licensee at the time of using and/or at the time of online registration, as applicable, which may be amended from time to time.

1. The Licensee, its servant, agents, and invitees shall use the designated car parking areas and occupy the car parking bays at their own risk and hereby release The Company, its servant, its agents, and invitees from all claims and demands the full extent permitted by the law of every kind resulting from accident, theft, damage or injury to person or property however caused accruing in or upon the car parking area. The Licensee shall be responsible for and to indemnify The Company against all damages occasioned to the car parking areas or to any person caused by the default or negligence of the Licensee, its servants, agents and invitees and to pay and make good to The Company all and every loss and damage sustained by The Company.
2. This license shall be non-exclusive to The Licensee and shall commence upon the approval of the application for Season Pass (hereinafter referred to as "Commencement Date") and continue from month to month until terminated by either party in accordance with the terms and conditions of Season Pass. Unless as otherwise agreed or indicated in writing, The Licensee shall maintain the license for a minimum continuous period of one (1) month.
3. Season Parking Fees are to be paid in advance before the commencement of the approved parking period and/or before the 1<sup>st</sup> day of every month.
4. For RENEWAL of season parking, season parkers are able to make online payment at **<https://mcsportal.my/login>** via FPX.
5. The Licensee wishing to renew season pass must pay in advance on the 1<sup>st</sup> day of each month failing which the Season Pass may be suspended / deactivated.
6. Payments received after 1<sup>st</sup> day of the month by the Company will be deemed as LATE PAYMENT.
7. The Company reserves the right to terminate the season parking from any licensee without notice if the Licensee's payment is not received when due and/or found to be in breach of Season Pass Terms and Conditions.
8. Below are the requirements for application, suspension and termination that must be follow by licensee:

**a) New Season Parking Application:**

- i. Full month payment if season parking is commencing between 1st to 10th day of the month.
- ii. There is no 1/2-month payment or half month start.
- iii. All applications must go through our portal.

**b) Termination of Season Parking:**

- i. Full month payment if season parking is terminated between 1st to 14th of the actual month before of intended to terminate month.

c) For monthly season payment, only payment through our website (<https://mcsportal.my/login>) is accepted.

**d) Suspension:**

- i. Customer can request for suspension of season pass via our portal along with supporting document.
- ii. Access to car park will be locked during suspension period
- iii. Two (2) month suspension for normal situation and three (3) months for maternity.

9. The Licensee who are wishes to enjoy tenant's parking fees is required to submit First & Last page of Tenancy Agreement issued by the Building Owner.
10. The Company shall be entitled at their sole discretion to give The Licensee one (1) month written notice of any variation in the Season Parking Fee whereupon the reviewed fee shall be deemed to replace and/or substitute the Season Parking Fee referred to in the "Application For Season Parking" form.
11. Should The Licensee not be in possession of its validated Season Pass when either entering or leaving the Car Park, The Licensee shall be liable to pay the daily parking rate applicable to casual parking at the Car Park.
12. Strictly no refund to The Licensee for being charges as casual parker due to Late Payment of season parking on or after 1<sup>st</sup> day of every month.
13. The Licensee will be wholly responsible for the safekeeping of Season Pass. Misplaced, damaged or lost windscreen disc/ season label and/or access card was being lost or damaged; the same may be replaced upon payment to the Company of a replacement charge of RM50.00.
14. The Season Parking Pass Card / Access Card / Dongle / Transponder / Windscreen Tag / Windscreen Disc / Season Label / Car Access Sticker / license plate recognition (LPR are issued for a specific vehicle and is strictly non-transferable and may not be used for any commercial purpose.
15. If The Licensee wishing to terminate his/her Season Pass, he/she must be giving one (1) month notice prior to the date of expiration of his/her current license/Season Pass to the Company by competing the "Season Pass Termination / Multipurpose Form".

16. No refund will be applicable for any unexpired parking period in the event of early termination.
17. The one (1) month security deposit and RM50.00 for Season Parking Pass Card / Access Card / Dongle / Transponder / Windscreen Tag / Windscreen Disc / Season Label / Car Access Sticker / license plate recognition (LPR or any other amount determined by The Company from time to time or specified in the Car Park will refundable if:
  - a) The Licensee fulfilled the required notice period or termination.
  - b) No outstanding season payment or damage of the parking bay.
  - c) Season Parking Pass Card / Access Card / Dongle / Transponder / Windscreen Tag / Windscreen Disc / Season Label / Car Access Sticker returned in good condition and proper manner.
18. The Company reserves the right to alter or amend any of the above terms and conditions without prior notice and any decision made by The Company is final.
19. The Company reserves the right to withdraw the season parking license from any Licensee designated as a Temporary Season Parker by giving seven (7) days notice or accordance to the specified period.
20. All records and entries shown in the invoice are deemed to be correct unless The Company is notified of any discrepancy within fifteen (15) days from the invoice date.
21. The Car Park's terms and conditions of use including any notices displayed in the car park compound shall be incorporated in this terms and conditions.
22. The terms and conditions stipulated in the Season Application Form shall be deemed as valid and save unless otherwise stipulated in this terms and conditions.

#### **CHANGE IN TERMS & CONDITIONS**

Subject to the limitations of applicable law, JLG Metro reserves the right, at its sole discretion, to change, modify, add or delete portions of these terms & conditions. Your continued use of the Season Pass Parking facility after such changes are implemented constitutes your acknowledgement and acceptance of the changes. Please consult these terms & conditions regularly at. <https://metro-parking.com/v2/my/>

#### **GOVERNING LAW / JURISDICTION**

This Terms & Conditions will be governed by and interpreted in accordance with the laws of the Malaysia. You consent and submit to the exclusive jurisdiction of the state and federal courts located in your primary state of residence with respect to all controversies arising out of or in connection with the use of the Season Pass Parking facility and this Terms & Conditions.

THE MANAGEMENT

**METRO PARKING (M) SDN BHD**