

General Terms and Conditions

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General Terms and Conditions

These Terms of Service (“Terms”) are a binding legal agreement between you and Tapak that govern your use of the websites, applications, and other offerings from Tapak (collectively, the “Tapak Platform”, the “Tapak app”). When used in these Terms, “Tapak,” “we,” “us,” or “our” refers to the Tapak entity; “you” refers to the Tapak registered users including Owners and Tenants.

The Tapak App offers an online venue that enables registered users to publish, offer, search for, and reserve carpark lots. Registered users who enlist available carpark lot are “Owners” and those who search for, reserve and rent the carpark lots enlisted in the Tapak App are “Tenants.”

You must register an account to access and use many features of the Tapak App and must ensure your account information accurate.

As the provider of the Tapak App, Tapak App does not own, control, offer or manage any carpark or related services such as carpark maintenance and security.

Tapak App is not a party to the contracts concluded directly between Owners and Tenants, nor is Tapak a real estate broker, insurer or an organiser or retailer of travel packages governed by Malaysia General Laws and Regulations.

Tapak App is not acting as an agent in any capacity for any Member, except for rental collection. Monthly rental of carpark is collected via 3rd party payment gateway deployed in Tapak App. Users shall ensure accuracy and validity of credit card information registered in Tapak App. Users are responsible for any act of omission or inaccuracy of the information provided by users during the process of registration.

Tapak App maintains other terms and policies that supplement these Terms like our Privacy Policy, which describes our collection and use of personal data, and our Payments Terms which are stated in both Owners and Tenants sections .

If you are the owners, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties such as Strata Management that apply to your properties.

For Owners:

Owners are the Tapak App users who enlist their available carpark lots in the platform.

Registration and Listing process:

In order to enlist, Tapak App users must be the legal owners of the related properties. Owners are required to download the Tapak App. After registered with valid email address and verification of OTP, owners can proceed to submit Cukai Harta and IC for our verification to ensure carpark and properties ownership. After verification, Tapak app will inform the owners and list the carpark lot within 1 week.

Owners have the right to control the rental, availability of the carpark lot (weekdays only or weekdays and weekends). Once the rental is confirmed, owners have agreed that the applicable fee such as platform fee and others. These platform fees are only payable once the rental by any one of the tenants. Please ensure the accuracy of the information provided during registration and owners are responsible for any acts and omissions.

Tapak App does not control the rental rate and period. Tapak App also does not dictate the number of available tenants and identities of tenants as sharing economy is subject to market condition. In the event that same price set by different owners, the system will direct the selection on the lot whose owner registers and lists the carpark lot earlier.

No limit to number of capark lots enlisted by single owner

Owners are allowed to list as many carpark lots as they want as long as they are the legal owners of the properties.

Reservation confirmed by the tenants

Once the reservation of capark lot is confirmed by the tenant, the agreement is formed between the related owner and the tenant. Owner will receive the payment(rental minus platform fee) paid by the tenant on monthly basis via Duitnow. There process is entirely cashless.

Rental collection from Tenants

The owners will receive rental payment from tenant at the end of each month. The rental collection process is automatically generated by Tapak App's 3rd party payment gateway. The payment process is cashless and strictly not refundable. Please refer to Cancellation Policy for more information. In cases where fee incurred due to using 3rd party facility, fee may be collected from the owners.

Rental Period and Ceasation of rental period

Owners will be informed 2 weeks prior to the ceasation of the rental period and they are free to maintain, revise the rental or discontinue the listing of the available carpark lots(refer to Cancellation Policy).

Carpark Availability

Owners shall agree to maintain the carpark availability of at least 12 hours per day, 5 weekdays per week. Owners shall ensure and facilitate tenants' entry into carpark.

Cancellation Policy

In general, if owners cancel a reservation during rental period without valid reason, owners have agreed that the platform is entitled to compensation due to loss of revenue. The platform will assist the affected driver to find another available carpark lot and any additional cost shall be born by owners(if any).

If the owner delists the carpark lot which is not rented out, there is no compensation involved.

If the owner discontinues the list after the cessation of rental period, there is no compensation involved.

Owner usage during rental period

The owners shall retain the right to occupy and use the carpark lot without obstructing tenants during the rental period as far as it is reasonably allowed and required due to applicable law and regulation.

Strata Management

The platform will maintain a constructive communication channel with the strata management to facilitate the renting process so that tenants and owners can enjoy the benefit of sharing economy.

No-subleasing is allowed

Only legal owners of the properties are allowed to rent out the carpark lots. Tapak App does not accept nor encourage sub-leasing of carpark lots which contradicts the vision of sharing economy.

For Tenants:

Tenants are the Tapak App registered users who rent available carpark lots listed in the platform by Owners.

Registration process:

In order to rent, tenants are required to download the Tapak App. After registered with valid email address and verification of OTP, tenants can proceed to register vehicle information in the Tapak App.

Search and Reserve Carpark lot

Tenants can use Search function to locate preferred location of the properties with available carpark lots. To refine the search, tenants may filter rental period, rental range.

Once the selected location, preferred rental period and rental are confirmed, tenants proceed to confirm the reservation and agree to pay all charges for your reservation including 1st month rental, deposit, platform fee as confirmed prior to the reservation. If the rental period is more than 1 month, the subsequent rental shall be paid automatically on monthly basis through our platform payment gateway.

When the owner receive the reservation confirmation, a contract between the tenant and the owner is formed directly between the tenant and owner. All tenants and owners are responsible for accuracy of the information provided by them during the registration.

Entry to Carpark

Tenants can enter the carpark one day after the reservation of carpark lot is confirmed and payment is done. Tenants shall respect and follow available timing prescribed by properties owners.

The tenant must be the driver who has formed the agreement with the owner. Prior to the entry to the properties carpark, the tenant must scan the QR code displayed at the entrance or security guardhouse with Tapak App. Tenants' information shall be displayed and checked by the security personnel. In cases where the operation of QR code scanning or the platform is facing downtime, the security guard will have the backup information to check tenants' information.

In case where companies are present with the tenants, they are not allowed to enter the carpark premises without registration with the security personel as visitors.

Parking at designated carpark

After the security personnel grants the access to the carpark, tenants may drive into the carpark and park their vehicles at designated lots only.

Companies with the tenants

Companies inside tenants' vehicles are not allowed to enter the carpark premises without registration with the security personel as visitors.

Leaving the carpark

Tenants should leave the properties where the rented carparks are located as soon as their vehicles are parked at the designated lots. It is tenants' own responsibility to ensure their vehicles are safely parked and locked.

Tenants are encouraged to carpool or take public transport such as MRT or public bus in order to reduce carbon footprint of their journey.

Retrieving vehicles

With Tapak App, tenants are required to scan the QR code displayed at the security guardhouse or carpark entrance before entering into the carpark. Once the entry permission is granted by security personnel, tenants should proceed to retrieve your vehicle as soon as possible. In case where companies are present with the tenants, they are not allowed to enter the carpark premises without registration with the security personnel as visitors.

If tenants leave the carpark without scanning QR code, it shall be deemed as overnight parking and Tapak App shall not be responsible for any mishaps related to such act.

Vehicle information

One Tapak Account can only register 1 vehicle or motorbike and rent 1 carpark lot only. The driver is the tenant of the carpark lot. You must have a valid driving license, 3rd party insurance coverage and other necessary document required by related authorities or government agency to drive the vehicle. The vehicle registered in the Tapak App must be the vehicle you drive into the carpark. You can update the vehicle information in Tapak App if you want to change the vehicle.

Each tenant is not allowed to rent more than 1 carpark lot as this does not align with our vision of sharing economy. Tenants are not allowed to transfer the account to a person who is not the driver of the vehicle.

Owner usage during rental period

The owners shall retain the right to occupy and use the carpark lot without obstructing tenants during the rental period as far as it is reasonably allowed and required due to applicable law and regulation.

No-subleasing is allowed

Only legal owners of the properties are allowed to rent out the carpark lots. Tapak does not accept nor encourage sub-leasing of carpark lots which contradicts the vision of sharing economy. Tenants are not allowed to sub-lease the carpark lots to others.

Overnight parking

Overnight parking is not allowed. The strata management of the properties shall have the right to impose overnight charges to you if your car is not removed before the time stipulated by the strata management.

Cancellation policy

In general, if tenant cancels a reservation, deposit will not be returned and the platform is entitled to compensation due to loss of revenue. In case where an owner decides to cancel the renting of the carpark lot, the affected tenant will be duly informed and separate arrangement shall be made to minimize inconvenience caused to the affected tenant.

Other general rules:

1. You are responsible for your own acts and omissions and are also responsible for acts and omissions of anyone who are with you brought by your private vehicle.
2. If you engage in any act of crime or action which is against common laws, rules and regulations of strata management, the platform shall terminate the leasing agreement on the owner's behalf and appropriate action shall be taken against you such as making police report.
3. You shall report to the strata management and security personnel if you see any suspicious activity in the carpark or any part of premise.
4. You shall not engage in sub-leasing the carpark lot to others.

5. You shall respect other drivers, the properties residents and security personnel and maintain the courtesy and harmony as part of the sharing community.
6. You shall maintain driving competency, parking knowledge and attitude as expected in a competent and experienced driver.
7. You shall only park your vehicle at one designated lot as indicated in the leasing agreement. If your vehicle is found to be at incorrect lot or at a location which causes obstruction and inconvenience to the residents and carpark users, the strata management shall notify you and you shall remove your vehicle as soon as possible.
8. You shall observe the house rules, standards, policies or requirement of the properties as you enter the carpark.
9. Smoking in carpark or any part of the properties is not allowed.
10. Littering is not allowed in carpark.
11. Pet is not allowed to be brought into carpark.
12. Heavy vehicles such as crane, trailers, lorry are not allowed to be parked here.
13. Vehicles are not allowed to carry hazardous or explosive materials or anything which may be prone to causing fire.

Tapak Platform General Rules

1. Platform fee

Tapak App may revise the platform fee from time to time without prior notification.

2. Integrity

Tapak App users shall observe rules, regulations and by-laws with utmost integrity and celebrate the benefits brought by sharing economy.

3. Tapak as domain name, trademark and logo

As Tapak App users, you are not allowed :

- to use the name, logo, branding and trademark without permission.
- to register domain name, social media handle, trade name, trademark, branding, logo or any form of source which may confuse Tapak users
- to collect data or other content from or otherwise interact with Tapak App through automated means such as bots, crawlers, scapers.
- to circumvent any security or technological measure used to protect Tapak App, platform users
- to reverse-engineer any of the software or hardware used to provide the Tapak App
- to take any action which could adversely affect the operation and performance of the Tapak App
- to replicate the user interface, layout or any part of the platform with any form of method without authorization

4. Duty to report

You should notify Tapak App if you notice there is an imminent risk or threat to the Tapak App users (owners and drivers) which may compromise the security, safety and operation of the Platform

You should notify Tapak App if you notice the user interface, layout or any part of the platform with any form of method is being replicated in any form of medium without authorization.

5. Abuse of platform

Tapak Platform has the right to terminate any user whose conduct may be considered as an act of abuse and deceiving to other Tapak App users.

You should notify Tapak App if you notice such conduct by any user.

6. Violation of Platform terms and Termination of your account

If the Platform is aware of any violation of terms stated above, Tapak App shall suspend your account. If upon investigation, Tapak App confirmed there is an element of crime, abuse of platform, disrespect to other platform users (tenants or users) and others in the sharing community, Tapak App shall take any appropriate action including terminating your account. Tapak App shall not be held responsible for any material or non-material loss suffered due to the termination of account.

7. Termination of leasing agreement between owner and tenant

If you are an owner and decide to terminate your Tapak account, any confirmed leasing of your carpark lot will be suspended automatically. The platform shall be entitled compensation due to loss of revenue and additional administrative work to help affected drivers.

If you are a driver and decide to terminate your Tapak account, any confirmed renting of carpark lot will be suspended automatically. The platform shall be entitled compensation due to loss of revenue and additional administrative work to help affected owners. The rental paid by you before termination initiated by you will not be returned to you. You are not allowed to register 2nd Tapak account with the same name or someone's name until further notice. You may appeal to Tapak via customer feedback.

8. Modification of terms

Tapak App may make modifications to terms stated above from time to time without notification. As users, you are deemed to agree such modification unless after 7 days from the date of such modification, you inform Tapak App about your disagreement and decision to terminate your account.

9. Resolving complaints and damage claims

If any part of the properties is intentionally damaged and evidence is available and provided by the owner, owner shall report to the strata management and Tapak App to resolve the matter amicably. Tenants shall cooperate in good faith and provide the information upon request. In case where tenants are found to be culpable for the damages done, the owners and strata management shall seek compensation from tenants and Tapak App shall provide assistance and information in accordance to rule of law. Tenants may lose the deposit as a result and leasing agreement may be terminated.

If tenants vehicle is found damaged, tenants shall report to the strata management and Tapak App. Tenants and Tapak App shall provide assistance and information in accordance to rule of law. Tenants should be aware of risks associated with renting carpark lots. Should tenants decide to terminate the leasing agreement, tenants should inform Tapak App. Please take note that termination initiated by tenants without valid reason shall result the loss of right to claim deposit and compensation to Tapak App due to loss of revenue as agreed in leasing agreement and other related policy.

10. Dispute with security personel/strata management

Should dispute happens between tenants and security personel/strata management, please inform Tapak App so that the dispute can be resolved amicably. Tapak App is not responsible for the Internet outage which may result Tapak App downtime at the carpark entrance. The strata management should provide assistance to verify tenants' identities upon entry.

11. Tapak App's Role

Tapak App serves to enable tenants to list their available carpark lot and allow tenants to search and reserve carpark lots for short-term or long-term leasing.

Once reservation is confirmed, both parties have agreed to form a contractual agreement.

Tapak App is not acting as an agent for tenants and owners except as a payment collection agent listed in payments terms.

Tapak App

-does not guarantee, control and manage conduct of tenants/owners,

-does not operate carpark facility, maintenance

-does not control and manage security, safety protocol of the carpark

-does not guarantee existence, quality, suitability or legality of any carpark lots listed in the platform

-does not have a general obligation to monitor listing, but have the right to disable and remove listing without notification upon report of false information, abuse of platform or other acts which may compromise user experience and integrity of the platform

Tapak App shares the general obligation to offer assistance to tenants/owners/strata management should the need arises in accordance to the rule of law. Tapak App has the general obligation to ensure fairness and monitor and ensure competition of the listing does not compromise the users experience.

12. User account

You must register a Tapak Account to list your available carpark lots as an owner or perform searching, filtering and confirming your reservation of carpark lot as a tenant.

As owner, you may enlist as many carpark lots as you may to contribute to the sharing economy.

As tenant, you are only allowed to rent 1 carpark lot with a single Tapak account and your account is not transferrable to others. This is to prevent sub-leasing, encourage other tenants to rent carpark lots in order to have more access to the public transport.

You are responsible to maintain and update the personal information of your account from time to time. You are responsible to notify Tapak App if you notice your information has been stolen, lost or altered without your authorization. You are liable for such activities if you do not report such compromise to Tapak App. Tapak App may seek information from you upon receiving notice.

13. Liability

Tapak App is only liable under statutory requirements and provisions for the intent and gross negligence caused by us, our legal representatives, directors and staff. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life and health.

14. Disclaimer

Tapak App does not guarantee verification of identity and background checks on listing and tenant identities and do not endorse conduct/comment of tenants or any act which may affect the image/branding of the properties, strata management

Tapak App does not endorse any particular listing or condone any action which may affect chances of other properties to be selected by other users.

Tapak App is not responsible for the outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control.

Tapak App may conduct maintenance of platform which may affect usage of the platform without notification from time to time.

15. Indemnification

As far as permitted by applicable law, you agree to release, defend, indemnify Tapak App from and against any claims, liabilities, damages, losses, expenses including legal fees arising out of

- your conduct and breach of terms and policy
- improper use of platform
- your failure to report
- your breach of rules and regulations
- your breach of leasing agreement