

TERMS AND CONDITIONS OF USE ("Rakan Jalan")

Effective Date: 16 Jan 2026

Operated By: Rakan Jalan Enterprise (JM1038233-M)

1. NATURE OF SERVICE (FREE ACCESS)

1.1 Free Service: Rakan Jalan is currently provided on a free-of-charge basis. We reserve the right to introduce premium features or advertisements in the future.

1.2 Information Only: The App is a platform for community-generated alerts (parking summons, crime, hazards, medical emergencies and road help). We do not guarantee the accuracy of these user reports.

2. "ROAD HELP" (VOLUNTARY ASSISTANCE)

2.1 Peer-to-Peer Platform: The "Road Help" feature connects users needing help ("Requesters") with volunteers ("Helpers").

2.2 No Employment Relationship: Helpers are independent volunteers. They are not employees or agents of Rakan Jalan.

2.3 Liability Waiver:

- **Requesters:** You accept assistance at your own risk. Rakan Jalan is **not liable** for any damage to your vehicle, theft, or personal injury caused by a Helper.
- **Helpers:** You provide help voluntarily and are responsible for your own safety.

2.4 Future Integration of Professional Services: You acknowledge that Rakan Jalan intends to introduce connectivity with professional third-party service providers (including, but not limited to, certified mechanics, tow truck operators, and battery shops) in the near future. Rakan Jalan reserves the right, at its sole discretion, to:

- Modify, suspend, or **permanently remove** the voluntary "Road Help" feature upon the introduction of these professional services.
- Transition the platform from a volunteer-based model to a commercial service matching model.
- Update these Terms to cover the fees and liabilities associated with hiring professional vendors.

3. POINTS AND LUCKY DRAW CONTESTS

This section governs the Weekly/Monthly Draws and Cash Payouts.

3.1 No Purchase Necessary: Points are earned by contributing accurate reports to the community. No payment is required to enter the draws.

3.2 Winner Selection: Winners are selected at random from the pool of valid entries. The decision of Rakan Jalan is final and binding.

3.3 Prize Payout Methods:

Prizes will be credited directly to the Winner via one of the following methods, at the sole discretion of Rakan Jalan:

- **Direct Bank Transfer (Malaysia only)**

3.4 Verification & Claiming Prizes (CRITICAL CLAUSE):

To prevent fraud, Winners must comply with the following verification process before any payout is released:

- **Name Matching:** The name registered in the App **MUST MATCH** the name on the Beneficiary Bank Account or Touch 'n Go account. We will **NOT** transfer funds to third-party accounts (e.g., "My friend's account").
- **Forfeiture:** If a Winner fails to provide valid payment details within **72 hours** of notification, or if the account names do not match, the prize will be **forfeited**.

3.5 Payment Errors:

- **User Responsibility:** You are solely responsible for ensuring the Bank Account Number provided is correct.
- **No Re-issue:** If you provide the wrong account number and the funds are successfully transferred to that wrong account, Rakan Jalan is **not liable** to replace or refund the prize.

4. CRIME & EMERGENCY REPORTING

4.1 NOT A REPLACEMENT FOR 999:

For life-threatening emergencies (medical, fire, serious crime), you **MUST** contact 999 or PDRM immediately.

4.2 Police Obstruction:

Users agree **NOT** to use the App to obstruct police officers or aid individuals in evading lawful arrest.

4.3 No Vigilantism:

The "Crime" reporting feature is for community awareness only. Do not use the App to organize vigilante groups.

5. USER CONDUCT & FRAUD

5.1 False Reporting: Deliberately submitting false information (e.g., fake accidents) to farm points is strictly prohibited.

5.2 Immediate Ban: If we detect fraud, use of bots, or multiple account creation to manipulate the Lucky Draw, your account will be permanently banned and all pending prizes and points to be confiscated.

6. PRIVACY & DATA

6.1 Compliance with PDPA: By using the App, you acknowledge and agree that your personal data is collected, stored, and processed by Rakan Jalan in accordance with the Personal Data Protection Act 2010 ("PDPA") of Malaysia.

6.2 Consent to Collection: You explicitly consent to the collection of the following data for the specified purposes:

- Real-Time Location: To enable safety alerts, traffic updates, and the "Road Help" feature.
- Financial Information: Bank Account or Touch 'n Go eWallet details, collected strictly for the purpose of verifying identity and distributing Lucky Draw cash prizes.
- Personal Identification: Your Name and Phone Number for account verification and fraud prevention.

6.3 Winner Publicity: By participating in the Lucky Draw and accepting a prize, you grant Rakan Jalan the right to publish your Name, Display picture and User ID on our official social media channels, website, or marketing materials for transparency purposes (e.g., *"Congratulations to Ali Bin Abu (User ID: ***88) for winning RM100"*). You acknowledge that this disclosure is necessary to prove the legitimacy of the contest.

7. LIMITATION OF LIABILITY

To the fullest extent permitted by Law, Rakan Jalan shall not be liable for any damages arising from:

- (A) The use of the App;
- (B) The actions of any volunteers;
- (C) Banking delays or errors in prize payouts.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of law principles.

8.2 Amicable Resolution (Negotiation First): In the event of any dispute, controversy, or claim arising out of or relating to these Terms, the Lucky Draw, or the use of the App, you agree to first attempt to resolve the matter informally by contacting us at **rakanjalanofficial@gmail.com**. We agree to negotiate in good faith for a period of thirty (30) days to resolve the dispute.
