

1. Acceptance of Terms and Conditions

- 1.1 The user ('**You/Your**') of the Online Platform (as hereinafter defined) [which is owned/provided by Sime Darby Auto Selection Sdn. Bhd. [Registration No.:197201000740 (12411-H)] ('**SDAS/us/we/our**')] is requested to read these terms and conditions ("**T&C**") carefully before accessing the online vehicle purchase booking services for booking the purchase of a Car (as hereinafter defined) at the Online Platform (as hereinafter defined) with any of the Showroom (as hereinafter defined).
- 1.2 These T&C constitute a valid and binding agreement between SDAS and You. By accessing, browsing or otherwise using the Online Platform (as hereinafter defined), You warrant that You have fully read and understood these T&C and agree to be legally bound by these terms and acknowledge unconditional acceptance without limitation or qualification of these T&C. The T&C and any amendments or modifications made thereto along with the general terms of use the purchase of the Online Platform (as hereinafter defined), govern the use of the Online Platform (as hereinafter defined) for the booking the purchase of the Car (as hereinafter defined).
- 1.3 We may change these T&C at any time without any prior notice in writing to You, by posting changes on the Online Platform (as hereinafter defined). You shall review these T&C regularly to ensure that You are aware of any changes made by us. The continued use of the Online Platform by You, after changes are posted means that You agree to be legally bound by these T&C as updated and/or amended. In the case of any violation of these T&C or any additional terms posted on the Online Platform, we reserve the right to seek all remedies available by law and in equity for such violations.
- 1.4 In the case of ambiguities or discrepancies between or within of any provision of these T&C, You shall inform SDAS immediately of such ambiguity or discrepancy and SDAS will endeavour to provide clarification as to the meaning of the said provision. Notwithstanding the aforesaid, SDAS shall decide as to the meaning and intent of any provision(s) in these T&C where the same may be thought to be obscure or in dispute. SDAS shall have the absolute right to correct any error or omission therein when correction is necessary to the proper fulfilment of the intent of these T&C. SDAS's decision(s) thereon shall be final and binding.

2. Definitions

- 2.1 "**Booking**" means the reservation/booking for the purchase of Car(s) by the Customer with any of the Showroom through the Online Platform.
- 2.2 "**Booking Amount**" means the specified reservation/booking vehicle purchase amount as displayed on the Online Platform at the time of booking the purchase of the Car selected by the Customer.
- 2.3 "**Car**" means any model of the used vehicles that are marketed or sold by SDAS.
- 2.4 "**Customer**" means any individual / proprietorship / firm / partnership / limited liability partnership / company / corporation which is legally capable/competent to enter into a binding contract and interested in booking the purchase of a Car with the Showroom through the Online Platform or otherwise.

- 2.5 **"Mobile Application"** means an application software owned and maintained by SDAS [and/or its appointed service provider(s), as the case may be], designed to run on a mobile device, such as a smartphone or tablet computer for the purpose of displaying, offering and administering the Car for purchase booking by the Customer.
- 2.6 **"Online Platform"** means the Website and Mobile Application which are owned/developed by SDAS that allows the Customer to book the purchase of a Car online with the Showroom. For the avoidance of doubt, SDAS and/or its appointed service provider(s), as the case may be, owns all goodwill, proprietary and intellectual property rights (including without limitation to the trademark rights, copyright and design rights) arising from and relating to the Online Platform.
- 2.7 **"Showroom"** means any authorised showroom of SDAS selling the Car(s) in Malaysia.
- 2.8 **"Website"** means one or more e-commerce enabled interactive internet world wide web sites maintained by SDAS [and/or its appointed service provider(s), as the case may be] for the purpose of displaying, offering and administering the Car for purchase booking to the Customer.

3. Price of the Car

- 3.1 The final purchase price of the Car shall be the "OTR Price without Insurance" as mentioned in the Retail Customer Order issued by SDAS in relation to the Booking ("**RCO**"). The RCO shall be signed by the Customer with SDAS at the Showroom (or any other place to be mutually agreed by the Customer and SDAS) within three (3) days upon the successful payment of Booking Amount . In the event that the RCO is not signed by the Customer within the said three (3) days' period due to the reason whatsoever, SDAS may cancel the Booking at its sole/absolute discretion. Upon such RCO cancellation, SDAS may refund the paid Booking Amount to the Customer provided that the reason(s) of not signing the RCO is wholly/solely attributable to SDAS.
- 3.2 For the avoidance of doubt, the price of any Car published in the Online Platform is only an indicative price which is subject to change. Please contact the selected Showroom for the final purchase price of the Car.
- 3.3 Any applicable/available promotional offers for the Car are subject to the prevailing offers available at the time of execution of the RCO by the Customer. Notwithstanding the aforesaid, SDAS may at its absolute discretion to include/provide additional/subsequent promotion offers at the time of delivery and/or full payment of the Car, which the particular for the aforesaid promotion offers will be stated in the Invoice (as defined in Clause 6.2).

4. Booking of Car

- 4.1 The online booking purchase services provided on the Online Platform is solely for the convenience of the Customer.
- 4.2 The booking purchase of the Car is allowed only with the Showroom as mentioned on the Online Platform.

- 4.3 All the booking for the purchase of Car (including walk-in Customer into the Showroom) will be made via Online Platform.
- 4.4 A Customer can book to purchase more than one (1) Car through the Online Platform provided that the booking purchase process will be one (1) Car per purchase booking.
- 4.5 The Customer shall be solely responsible for providing accurate information while making online booking purchase on the Online Platform. If the Customer is uncontactable or unable to provide the required information and documents for booking, SDAS reserves the right to reject and cancel the transaction upon the expiry of ten (10) days from the date of receipt of Booking Amount or any other period as extended at SDAS's discretion in accordance with Clauses 6.3 to 6.7 below. In the event of such Booking cancellation, the Customer will need to request in writing for a refund of Booking Amount that has been successfully made to and received by SDAS with the corresponding identification documents consistent with the information keyed into the Online Platform and in accordance with Clause 8.
- 4.6 In the event that the Customer books the purchase of the Car(s) for and on behalf of another person ("**Third Party Booking**"), the necessary details of such other person ("**Final Customer**") is also required to be mentioned and the requisite details of the Final Customer are required to be produced at the Showroom as per requirement of SDAS provided always that the RCO shall be signed by the Final Customer. The Final Customer further acknowledges that the Final Customer shall indemnify and keep SDAS fully indemnified against all claims, losses, damages or costs that may be incurred or suffered by SDAS, its directors, employees, officers and representatives arising out of or in connection with the Third Party Booking.

5. Acceptance of Payment towards Booking

- 5.1 The Customer is required to pay the Booking Amount as displayed on the Online Platform at the time of the Booking. Payment of the Booking Amount can be made via internet payment option(s) (including but not limited to online credit/debit card payments and/or other payment channels that emerge, relevant and applicable to online payments) in favour of SDAS ("**Internet Payment**").
- 5.2 Processing of the Internet Payment is undertaken by a third party payment gateway ("**Payment Processing Facility**") facilitated by an intermediary agency which is appointed by SDAS ('**Agency**').
- 5.3 The Booking Amount and all other related commercial terms/transactions (including but not limited to balance payment, Car's specifications, delivery of Car and others), shall be subject to the RCO. The Payment Processing Facility is arranged/provided only to facilitate the completion of the Internet Payment made by the Customer using the Payment Processing Facility for the purposes of debiting/crediting the Customer's account for the Booking in a smooth and swift manner ("**Transaction**"). Use of the Payment Processing Facility shall not render SDAS liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards to the Car listed on the Online Platform.
- 5.4 The Customer hereby authorises the Agency to collect, process, facilitate and remit payments and/or the transaction electronically in respect of Transaction through Payment

Processing Facility. The Customer understands, accepts and agrees that the Payment Processing Facility that is made available by SDAS through the Agency is neither a banking nor financial service but is merely a facilitator providing automated online electronic payment, for the Transaction on the Online Platform using the existing authorized banking infrastructure and payment gateway networks. By providing the Payment Processing Facility, SDAS/Agency is neither acting as a trustee nor acting in a fiduciary capacity with respect to the Transaction undertaken by the Customer on the Online Platform.

- 5.5 SDAS reserves the right to restrict the number of Transaction which a Customer can make through the Internet Payment and accordingly reserve the absolute right to reject a Booking made by a Customer, without assigning any reasons.
- 5.6 SDAS reserves the right to reject without assigning any reason, a Booking made by a Customer having prior history of questionable/suspicious charges/transactions including without limitation breach of any agreement by the Customer with SDAS or breach/violation of any law or any charges imposed by issuing bank/financial institution or breach of any policy.
- 5.7 SDAS may delay the notification of payment confirmation for the Booking Amount (a) to the Showroom if SDAS deems the transaction questionable/suspicious; or (b) to a Customer conducting high volumes of Transaction for ensuring safety of the Transaction. In addition, SDAS may withhold the Transaction and/or not inform the Showroom or remit the Booking Amount to enforcement officials of the appropriate authority (instead of refunding the same to the Customer) at the request of enforcement officials of the appropriate authority or in the event the Customer is engaged in any form of illegal/unlawful activity.
- 5.8 The Customer acknowledges that SDAS shall not be held liable for any damages, interests, claims or others resulting from not processing a Transaction or any delay in processing a Transaction.
- 5.9 Upon successful payment of the Booking Amount, the system in the Online Platform will generate a Transaction's reference number ("**Reference Numbers**") to the Customer, acknowledging the receipt of the Booking Amount towards the Booking. However, this acknowledgement shall **NOT** be treated as acceptance of reservation/booking of the Car by SDAS due to any reason whatsoever and subject to Clause 6 below.
- 5.10 The relevant sales advisor from the Showroom will then contact the Customer regarding the availability of selected Car variant/specifications, balance payment, financing arrangement, delivery details and other matters related thereto. Upon finalization of the aforesaid Car's particulars, the Customer shall sign the RCO. The Customer shall use the Reference Numbers for all future communication with SDAS and/or the Showroom by producing the copy of receipt to show the Reference Numbers as and when required by SDAS and/or the Showroom.

6. Acceptance of Booking by SDAS

- 6.1 The Customer agrees that SDAS and its Showroom shall not be deemed to have accepted or be bound by the Booking until SDAS and its Showroom notifies the Customer of its acceptance of the Booking in writing and subject to the terms and conditions of the RCO.
- 6.2 The Booking Amount paid by the Customer at the time of Booking may be utilised against the final sale price of the Car at the time of execution of the RCO and issuance of invoice by SDAS ("**Invoice**").
- 6.3 Upon receipt of successful payment of Booking Amount by SDAS from the Customer, SDAS shall then reserve the Car as booked by the Customer in accordance with the Booking made by the Customer for ten (10) days ("**Reservation Period**").
- 6.4 In the event that the Customer is desirous to apply for financing with regards to the purchase of Car, he or she shall within five (5) days from the date of SDAS's notification of acceptance, submit the necessary application to secure loan financing for hire purchase of the Car.
- 6.5 If the Customer is unable to secure the financing (if applicable) and/or pay the Deposit within the Reservation Period, SDAS shall have the right to cancel the Booking and make the Car booked by the Customer available to another potential Customer for purchase.
- 6.6 If the initial Booking is cancelled by SDAS due to the delay of financing and/or late payment of Deposit, SDAS may at its sole discretion, propose another available option for the Customer ("**Revised Offer**"). The Customer may accept the Revised Offer within three (3) days from the date of Revised Offer made by SDAS ("**Revised Offer Period**").
- 6.7 If the Customer refuses the Revised Offer or Customer does not respond with his/her acceptance within the Revised Offer Period, SDAS shall fully refund Booking Amount to the Customer in accordance with the terms and conditions in Clause 8 and thereafter the Revised Offer shall lapse.
- 6.8 For the avoidance of doubt, upon SDAS's receipt of:-
(a) (for "**Cash Purchase**") (i) the signed RCO and (ii) ten percentum (10%) deposit ("**Deposit**"); **OR**
(b) (for "**Hire Purchase**") (i) the signed RCO, (ii) (if any) differential amount between the final purchase price and the full loan/financing sum ("**Financing Sum**") less the Booking Amount ("**Differential Sum**"); and (iii) a letter of undertaking issued by the Customer's financier ("**Financier**") in favour of SDAS to release the Financing Sum ("**Letter of Undertaking**"),
AND other requisite supporting documents required by SDAS (collectively, "**Customer Supporting Documents**"), the Booking will be binding.
- 6.4 In order to complete the successful purchase of the Car, the following sum shall be paid to SDAS:-
(a) for Cash Purchase, the customer shall pay the balance ninety percentum (90%) of the final purchase price ("**Balance Cash Purchase Price**"); **OR**
(b) for Hire Purchase, the Financier shall pay the Financing Sum.
- 6.5 Until then, the Booking is merely a request on the part of the Customer and an indication of an intention to sell the Car on the part of the SDAS and does not result in a booking confirmation or contract of sale for the Car. Should the Booking fail to be accepted for

whatever reasons or could not be completed, there will be no legal implications on SDAS except as per the terms and conditions mentioned herein.

- 6.6 The Car's specification and final price including, statutory levies (import duty, excise duty, taxes and other levies) will be applicable as prevailing on the date of the Invoice issued.
- 6.7 The Customer shall be bound by the terms and conditions of the RCO, applicable for the purchase of the Car at the Showroom.
- 6.8 All the original documents as required will have to be produced by the Customer at the time of confirmation of the Booking for verification by the respective Showroom.
- 6.9 The documents required to effect the ownership registration of the Car in favour of the Customer or the Final Customer have to be submitted as per the applicable rules and regulations of the Road Transport Department Malaysia (*Jabatan Pengangkutan Jalan* Malaysia), ("JPJ").

7. Delivery of Car

- 7.1 As all the Cars shown on the Online Platform are used cars, the condition and specification and/or equipment depicted in the Online Platform for Cars may differ from the actual Car's condition and/or specification. However, if Customer is not satisfied with the Car's condition and specification due the aforesaid reason, the Booking may be cancelled by the Customer and the Booking Amount shall be refunded by SDAS in accordance with the terms and conditions in Clause 8.
- 7.2 All formalities with respect to purchase of the Car, including but not limited to the ownership registration process shall be performed by the respective Showroom. The Customer/Final Customer is responsible for motor insurance premium, all the applicable taxes, ownership registration of the Car, charges and fees in relation thereto.
- 7.3 Subject to Clause 7.4 below, the Showroom will only be able to confirm the expected date of delivery of the Car after registration number is allotted by JPJ. The Customer fully understands and acknowledges that the ownership registration of the Car is at the sole discretion of JPJ and beyond the control of SDAS.
- 7.4 For Cash Purchase, expected date of delivery of Car will be confirmed by the Showroom upon receipt of the Balance Cash Purchase Price and Customer Supporting Documents.

For Hire Purchase, expected date of delivery of Car will be confirmed by the Showroom upon receipt of the Differential Sum (if any), Letter of Undertaking and Customer Supporting Documents.

Notwithstanding anything to the contrary, the delivery of Car is subject to the availability of Car with the selected Showroom. If there is a waiting period required for the delivery of the Car, the Customer will be informed of the expected date of delivery by the Showroom.

Thereupon, the Showroom shall deliver the Car as per the delivery commitment date given by the Showroom in writing subject to terms and conditions of the RCO and fulfilment of all applicable statutory obligations and submission of requisite supporting documents by the Customer.

- 7.4 If a Customer fails to pay to SDAS:-
- (a) (for Cash Purchase) the Balance Cash Purchase Price; OR
 - (b) (for Hire Purchase) the Differential Sum (if any),
- within the stipulated time as informed by the Showroom due to any reason whatsoever, the Car chosen by the Customer may be allocated to the next customer and SDAS reserves the right to cancel the transaction in accordance with the terms and conditions of the RCO.

8. Cancellation and Refund

- 8.1 The Customer can initiate cancellation of the Booking in writing to the Showroom ("**Cancel Request**") in the event that the Customer fails to obtain loan financing for hire purchase of the Car due to any reason whatsoever or the actual condition/specification of the Car does not match with the description of Car as stipulated on the Online Platform, subject to verification by SDAC.
- 8.2 The Customer shall furnish and support the Cancel Request with the following document:-
- (a) Cancel Request in writing submitted by the Customer;
 - (b) Signed and completed cancellation form with all the required information;
 - (c) Bank statement (for verification of account for remittance of refund); and
 - (d) Loan cancellation letter from the financier (as proof of loan rejection).

The Booking Amount will be refunded to the Customer's bank account (as provided by the Customer to the Showroom), subject to deduction of processing fees which shall be solely determined by SDAS/Showroom. If the Customer is unable to provide the relevant documents, the Booking Amount will be remitted to the Registrar of the Unclaimed Moneys ("**Registrar**") in accordance with the applicable law without further notice to the Customer. Thereafter, the Customer shall liaise directly with the Registrar for the Registrar's refund of the Booking Amount.

- 8.3 The Customer cannot initiate a Cancel Request if the ownership of the Car has been registered in favour of the Customer with JPJ.
- 8.4 Upon receipt of the Cancel Request, the Booking and the Reference Number shall be deemed null and void.
- 8.5 SDAS reserves the rights to deduct any additional fees from the Booking Amount before the sum is refunded for any cancellation due to change of mind of Customer or other reason than the stipulations under Clause 8.1.

9. General Terms

- 9.1 You, being the user of the Online Platform and/or the Customer shall ensure full compliance of all applicable laws including but not limited to the Personal Data Protection Act (Laws of Malaysia Act 709) ("**Data Protection Laws**"), as amended from time to time.
- 9.2 You/Customer shall be responsible for maintaining the confidentiality of information provided by You/Customer including but not limited to the mobile number, display name password, the Booking, the Internet Payment, the Transaction, the details of the Third Party Booking and all activities undertaken by You/Customer on/under the Online Platform. You are solely responsible to protect the password to Your account on the Online Platform and SDAS will not be liable for any loss that You may incur as a result of someone using Your password or account, either with or without Your knowledge. If You/Customer provide(s) any information that is untrue, inaccurate, not correct or incomplete or SDAS has reasonable grounds to suspect that such information is untrue, inaccurate, not correct or incomplete, SDAS shall have the right to indefinitely suspend or terminate or block access of You/Customer on the Online Platform and refuse to provide You/Customer with access to the Online Platform.
- 9.3 SDAS may from time to time offer promotions/rewards/benefits on the Online Platform, for a limited period/time. The terms and conditions of such promotions/rewards/benefits will be specified on the Online Platform. SDAS may withdraw/change/amend the terms and conditions of the aforesaid promotions/rewards/benefits at any time without prior notice. You/Customer shall check the availability and detailed terms and conditions of the aforesaid promotions/rewards/benefits before making a Booking.
- 9.4 SDAS reserves the right to change the price, model, variants, specifications and features of the Car(s) as shown on the Online Platform or at the Showroom without any prior notice.
- 9.6 SDAS shall not be held responsible for delay, loss or non-receipt of the Booking's information or any other form of submission not contemplated herein.
- 9.7 SDAS shall not be held responsible for delay, loss or non-receipt of communication by You/Customer due to incorrect address or contact details/particulars, given in the Online Platform or any other form of submission not contemplated herein or otherwise. The Booking will be rejected in case of incomplete forms or non-receipt of Booking Amount.
- 9.8 SDAS and its directors, employees, officers and representatives assume no liability whatsoever under any circumstances whatsoever for any direct or indirect loss or damage arising from a Booking through the Online Platform.
- 9.9 Delivery of the Car is subject to "**Force Majeure**" conditions. The term "Force Majeure" means any circumstances which are unusual, unforeseeable and are beyond the control of SDAS concerned, the consequence of which could not have been avoided even if all due care had been exercised, including but not limited to acts of God, war or threat of war, riot, civil strike, hostilities, political unrest, government action or its related authority(ies), event(s) arising out any enacted law, regulation etc, industrial dispute, natural or other disaster, epidemic, pandemic, COVID-19 incident/event, nuclear incident, terrorist activity, sabotage, blockage, embargo, weather conditions, transport strike, fire, flood, typhoon, tempest, drought, short supply of labour, fuel, raw material, or manufactured produce, or otherwise preventing or hindering the manufacture or delivery of the Car and all similar events beyond the control of SDAS concerned.

- 9.10 SDAS is providing this Online Platform to You/Customer simply as a matter of convenience. SDAS expressly disclaims any claim or liability arising out of the provision of this Online Platform. You/Customer agree(s) and acknowledge(s) that You/Customer shall be solely responsible for Your/Customer's conduct and that SDAS expressly reserves the right to terminate Your/Customer's rights to use the Online Platform at any time it deems fit. SDAS does not warrant the accuracy, adequacy or completeness of information and materials and expressly disclaims liability for errors or omissions in information and materials on the Online Platform. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, merchantability, fitness for a particular purpose, is given. SDAS shall not be held responsible for any loss or damage howsoever caused by the software and related codes, including viruses and worms. SDAS does not warrant that the Online Platform and functions contained in the Online Platform will be uninterrupted. SDAS may suspend, withdraw, discontinue or change all or any part of the Online Platform without notice. SDAS shall not be held liable to You/Customer if for any reason the Online Platform or its content is unavailable at any time and/or for any period.
- 9.11 The use of this Online Platform is entirely at Your/Customer's own risk, and in no event will SDAS be liable for any damages, including without limitation direct or indirect, special, incidental, punitive, exemplary or consequential damages, losses or expenses arising in connection with the Online Platform or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure and others even if SDAS or its authorized representative has been advised of the possibility of such damages. To the fullest extent as permitted by law, SDAS:-
- (i) excludes all representations and warranties relating to the Online Platform and its content or which is or may be provided by any other third party, including in relation to any inaccuracies or omissions in the Online Platform; and
 - (ii) excludes all liability for damages arising out of or in connection with the disclosure of the information and/or Your/Customer's use of the Online Platform. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or You/Customer have/has advised SDAS of the possibility of such potential loss), damage caused to You/Customer in any manner whatsoever including but not limited to the Your/Customer's computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- 9.12 You/Customer shall fully indemnify and hold harmless SDAS, its, affiliates, subsidiaries and their respective officers, directors, agents, employees and representatives, from any losses, claims, chargebacks or demand, or actions including reasonable legal fees, made by any third party including the Agency or penalty imposed due to or arising out of breach of these T&C, the Privacy Policy (as hereinafter defined) and other policies of SDAS, Your/Customer's use of the Online Platform or any Your/Customer's act or omission in violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) by You/Customer.
- 9.13 These T&C shall be governed by the laws of Malaysia and in case of any disputes involving SDAS, You/Customer consent(s) that Courts in Malaysia shall have exclusive jurisdiction.

10. Personal Data Protection

- 10.1 You/Customer hereby expressly consent(s) to SDAS storing/transferring the personal data (personally identifiable data which defined under the Data Protection Laws) (“**Personal Data**”) that is voluntarily supplied herein and to process and use it by SDAS as it deems appropriate for the purposes of providing the Booking or share with its affiliates, associates, principal, agencies, auditors, legal advisers, marketing partners, representatives and others to contact You/Customer through outbound call by telephone/mobile numbers or send SMS or email for offers, marketing and/or promotions, product related information, newsletter, market survey, poll, research, study, programs, enquiries about offerings, services and other legitimate purposes. SDAS may disclose information if required to do so by any government/regulatory agency/authority.
- 10.2 All Personal Data accumulated will be acquired, processed and used according to the Data Protection Laws for the sole purpose of managing and maintaining SDAS’s own legitimate business interests.
- 10.3 Although SDAS takes reasonable measures to safeguard against unauthorized disclosures of information, it cannot guarantee that the Personal Data is safe from unauthorised access/disclosure by hacking or otherwise.
- 10.4 By accessing, browsing or otherwise using the Online Platform, You/Customer give(s) unconditional written consent to SDAS for being contacted for products/services of SDAS over telephone/mobile phone/email/SMS.
- 10.5 Further, by impliedly or expressly accepting these T&C, You/Customer also give(s) unconditional acceptance to be bound by the privacy policy of SDAS (“**Privacy Policy**”), as amended from time to time. The Privacy Policy is available at <https://simedarbyautoselection.com.my/privacy-policy>.

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