

TERMS OF USE

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1 INTRODUCTION

- 1.1 Welcome to the **CARTEC-MALAYSIA.com.my** website and/or the **CARTEC-MALAYSIA** mobile app (the "Platform"). These Terms of Use govern your access and use of the Platform and the use of any services, information and functions made available by us at the Platform ("Services"). Before using this Platform or the Services, you must read carefully and accept these Terms of Use and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services (collectively referred to as "**CARTEC-MALAYSIA** Terms and Conditions") and you must consent to the processing of your personal data as described in the **PRIVACY POLICY** set out at <https://www.cartecmalaysia.com.my/>. By accessing the Platform and/or using the Services, you agree to be bound by **CARTEC-MALAYSIA** Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to **CARTEC-MALAYSIA** Terms and Conditions and the Privacy Policy, do not access and/or use this Platform and/or the Services.
- 1.2 The Terms of Use stated herein constitute a legal agreement between you and **CARTEC MALAYSIA SDN. BHD.** (Company No.: 600100-M), a company incorporated in Malaysia and having its registered address at 17 & 19, Jalan PJS 7/12, Bandar Sunway, 47500 Subang Jaya, Selangor ("**CARTEC-MALAYSIA**", "we", "us" or "our").
- 1.3 **CARTEC-MALAYSIA** reserves the right, to change, modify, add, or remove portions of these Terms of Use and/or **CARTEC-MALAYSIA** Terms and Conditions at any time. Changes will be effective when posted on the Platform with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.
- 1.4 If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the "legal age"), you must obtain permission from your parent(s) or legal guardian(s) to open an account on the Platform. If you are the parent or legal guardian of a minor who is creating an account, you must accept and comply with these Terms of Use on the minor's behalf and you will be responsible for the minor's actions, any charges associated with the minor's use of the Platform and/or Services or purchases made on the Platform. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Platform and/or Services.



2 USE OF THE PLATFORM AND/OR SERVICES

- 2.1 We grant you a non-transferable and revocable license to use the Platform and/or Services, subject to these Terms of Use, for the purpose of shopping for personal items sold on the Platform. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms of Use shall result in the immediate revocation of the license granted herein without notice to you.
- 2.2 Content provided on this Platform is solely for informational purposes. Product representations expressed on this Platform are those of the vendor and are not made by us. Submissions or opinions expressed on this Platform are those of the individual posting such content and may not reflect our opinions.
- 2.3 Certain services and related features that may be made available on the Platform may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Platform is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. **CARTEC-MALAYSIA** shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.
- 2.4 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.
- 2.5 We reserve the right, but shall not be obliged to:
- a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and may take any action it deems appropriate;



- b) prevent or restrict access of any an authorized user to the Platform and/or the Services;
- c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
- d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

2.6 Third-Party Vendors: You acknowledge that parties other than **CARTEC-MALAYSIA** (i.e. Third-Party Vendors) list and sell Products on the Platform. Whether a particular Product is listed for sale on the Platform by **CARTEC-MALAYSIA** or a Third-Party Vendor may be stated on the webpage listing that Product. For the avoidance of doubt, each agreement entered into for the sale of a Third-Party Vendor's Products to a Customer shall be an agreement entered into directly and only between the Third-Party Vendor and the Customer. You further acknowledge that Third-Party Vendors may utilize paid services offered by **CARTEC-MALAYSIA** to occupy certain product listings slots within your search results on the Platform.

3 USER SUBMISSIONS

3.1 You grant us a non-exclusive license to use the materials or information that you submit to the Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews to the Platform, you also grant us the right to use the name that you submit or your username, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.



4 TRADEMARKS AND COPYRIGHTS

- 4.1 All intellectual property rights, whether registered or unregistered, in the Platform, information content on the Platform and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (collectively referred to as “Intellectual Property”) shall remain our property or where applicable, our affiliates or third party intellectual property owners. The entire contents of the Platform also are protected by copyright as a collective work under Malaysia copyright laws and international conventions. All rights are reserved.
- 4.2 No part or parts of the Platform may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment any Intellectual Property without our prior written permission or that of the relevant Intellectual Property owners. No party accessing the Platform shall claim any right, title or interest therein. Permission will only be granted to you to download, print or use the Intellectual Property for personal and non-commercial uses, provided that you do not modify the Intellectual Property and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.



5 OUR LIMITATION OF RESPONSIBILITY AND LIABILITY

- 5.1 The Platform and all data and/or information contained therein and/or the Services are provided on an “as is” and “as available” basis without any warranties, claims or representations made by **CARTEC-MALAYSIA** of any kind either expressed, implied or statutory with respect to the Platform and/or the Services, including, without limitation, warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose. All data and/or information contained in the Platform and/or the Services are provided for informational purposes only.
- 5.2 Without limiting the foregoing, **CARTEC-MALAYSIA** does not warrant that the Platform and/or the Services or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this Platform and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.
- 5.3 **CARTEC-MALAYSIA** and all of its respective officers, employees, directors, agents, contractors and assigns shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:
- a) any access, use and/or inability to use the Platform or the Services;
 - b) reliance on any data or information made available through the Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;
 - c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and
 - d) any use of or access to any other website or webpage linked to the Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.



- 5.4 Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Platform and/or Services is entirely at your own risk and we shall not be liable, therefore.

6 HYPERLINKS

- 6.1 For your convenience, we may include hyperlinks to other websites or content on the Platform that are owned or operated by third parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

7 APPLICABLE LAW AND JURISDICTION

- 7.1 These Terms of Use and/or other **CARTEC-MALAYSIA** Terms and Conditions shall be interpreted and governed by the laws in force in Malaysia. Subject to the section on Arbitration below, you hereby agree to submit to the jurisdiction of the Courts of Malaysia.



8 ARBITRATION

- 8.1 Any controversy, claim or dispute arising out of or relating to these Terms of Use and/or other **CARTEC-MALAYSIA** Terms and Conditions or the breach, termination or invalidity thereof shall be referred to and settled by arbitration in accordance with the Arbitration Rules of the Asian International Arbitration Centre (“AIAC”) held in Kuala Lumpur, Malaysia. The arbitral tribunal shall consist of a sole arbitrator who is legally trained and who has experience in the information technology field in Malaysia and is independent of either party. The place of arbitration shall be Malaysia. Any award by the arbitration tribunal shall be final and binding upon the parties.
- 8.2 Notwithstanding the foregoing, **CARTEC-MALAYSIA** reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.



9 TERMINATION

9.1 In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate or revoke any or all of your rights granted under these Terms of Use and/or other **CARTEC-MALAYSIA** Terms and Conditions. Upon any termination of these Terms of Use and/or other **CARTEC-MALAYSIA** Terms and Conditions, you shall immediately cease all access to and use of the Platform and/or Services and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Platform and/or Services in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that **CARTEC-MALAYSIA** shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Platform and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of **CARTEC-MALAYSIA**, in operating the Platform and/or providing Services, your sole and exclusive remedy is to discontinue using the Platform and/or the Services.