

## FORCAR MERCHANT AGREEMENT

This FORCAR Merchant Agreement shall be construed as a legal and binding agreement between the Merchant and FORCAR (hereinafter referred to as “Agreement”)

By applying for subscription of any and all FORCAR’s Services through the signing of FORCAR’s Merchant Agreement or by using FORCAR’s services as defined below, the Merchant acknowledge that the Merchant has read, understand and agree to be bound by all of the terms and conditions of this Agreement, the Privacy Notice and all documents incorporated as reference.

BETWEEN

FORCAR SDN. BHD. (202101029673/1429973-M), a company duly incorporated in Malaysia under the Malaysia Companies Act and having its registered office at Plot 1, Jalan Besar, Sek 5, Bandar Sungai Long, 43000 Kajang, Selangor, Malaysia. (Hereinafter referred to as “FORCAR”)

AND

The person or entity whose name and address are described in the FORCAR Merchant Application Form / Digital Form (hereinafter referred to as “Merchant”) of the second part.

FORCAR and the Merchant shall collectively be referred to as “Parties” and individually as “Party”.

Whereas, FORCAR is a technology start-up that aim to transform the industry by serving Merchant and public consumer. Digitalizing the automotive industry by serving service provider (merchant) to improve efficiency management, prevent lost and increase sales while lower down operation costs and being environmentally friendly. On another hand transforming the industry culture by serving vehicle owner (consumer) to manage all car need in just one place, maintain vehicle condition, increase industry transparency for better consumer confident and many more.

FORCAR has developed a distinctive system of standards, specifications and procedures, to offer the better quality of service to the consumers. This system is hereinafter referred to as the “FORCAR Solutions”. This Merchant has to implement the FORCAR Solutions for the all the consumer of FORCAR. FORCAR shall provide support to the Merchant in maintaining the quality of its services as per the FORCAR Solutions.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

### SECTION A – DEFINITIONS AND INTERPRETATION

1. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

Agreement	means this Merchant Services Agreement, including the recitals, schedules, annexures or appendices hereto, the Merchant Application Form and such other terms and conditions in whatever form which are either expressly incorporated as part of the Agreement or by reference;
AMLA	means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
Business Day	means any day (excluding Saturdays, Sundays and public holidays) in Selangor;
Confidential Information	Means:  (a) information or material proprietary of the Disclosing Party of which the Receiving Party may obtain knowledge or access, including information which may have been disclosed by the Disclosing Party to the Receiving Party prior to the execution of this Confidentiality Undertaking;  (b) including but not limited to, the following types of information and other information of a similar nature, whether or not set forth in writing; discoveries, ideas, concepts, papers, software in various stages of development, design, drawings, specifications, techniques, models, prototypes, data, source code, object code, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, “know-how”, marking techniques and materials, marketing and development plans, customer names and other information related to customers, price list, pricing policies, financial information and business plan, information embodied in electronic devices, of all types including, but not limited to, memory devices and audio devices disks, tapes and cassettes, information in machine recognisable form including, but not limited to,

	<p>electronic communications of all types, including but not limited to radio, wireless, television, satellite, cable, fibre optics and telephone, information in other forms and information in other forms developed in the future;</p> <p>(c) including any information described as proprietary or designated as Confidential Information, whether or not owned or developed by the Disclosing Party, and whether or not copyrighted or information disclosed to the Disclosing Party by any third party which information the Disclosing Party is obligated to treat as confidential or proprietary information. Confidential Information shall also include all internal information of the Disclosing Party of which the Receiving Party, their employees or representatives become aware during the performance of their duties. This shall apply in particular to all internal information including but not limited to any kind of business, commercial or technical information. It shall also include Confidential Information given orally by the Disclosing Party to the Receiving Party;</p> <p>(d) including (but is not limited to) the terms and conditions of this Confidentiality Undertaking, including the identity of the Parties hereto, and the fact that the Parties hereto are negotiating and/or discussing in connection with the Proposed Transaction, and the status of the said negotiations and/or discussions; and</p> <p>(e) including circumstances wherein the Disclosing Party orally discloses Confidential Information to the Receiving Party.</p>
Goods	means products and/or services sold by the Merchant to the Public Consumer;
Intellectual Property	<p>means all intellectual property and proprietary rights, including all present and future rights conferred by statutes, common law or equity in or in relation to the following:</p> <p>a) trademarks (including trade dress), service marks, logos or trade names, whether registered or unregistered, together with the goodwill associated with any of the foregoing, and all registrations, renewals and applications for registration thereof;</p> <p>b) those rights existing under the copyright laws for those works subject to the copyright laws and copyright registrations and applications for registration thereof, including all renewals and extensions thereof;</p> <p>c) rights in trade secrets, confidential business information and other proprietary information (including concepts, ideas, designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, models, tools, algorithms, Software architectures, methods, know-how, technical data and databases, discoveries, inventions, research and development, formulas, modifications, extensions, improvements and other proprietary content);</p> <p>d) rights in computer software programs, including but not limited to application software, system software, firmware, middleware and mobile digital applications, including all source code, object code, and documentation related thereto, in any and all forms and media;</p> <p>e) rights in domain names, domain name registrations and web pages; and</p> <p>f) all other intellectual property rights in any and all jurisdictions throughout the world.</p>
Services	means payment processing services provided by FORCAR to the Merchant
Service Fees	means all fees, excluding Merchant Discount, payable by the Merchant to FORCAR in relation to the Services as specified in the Schedule one (1) or imposed by FORCAR from time to time;

## SECTION B – TERM

This Agreement will take effect from the Effective Date stated in FORCAR Merchant Application Form / Digital Form and shall continue to be valid until terminated in accordance with the terms and conditions of the Agreement.

## SECTION C – MERCHANT’S OBLIGATIONS

Subject to the provisions of this Agreement, the Merchant shall perform the following in accordance with the terms of this Agreement:

1. to prepare and submit all necessary supporting documents or particulars designated in the Merchant Application Form and any other information as may be required by FORCAR from time to time.
2. shall inform FORCAR on any change on the Merchant's name, address, product and services, sales model and/or channel, style, constitution or composition whether by retirement, expulsion, death or admission of any partner or parties, amalgamation, reconstruction or otherwise.
3. ensure that the Goods comply with all laws applicable to the Merchant.
4. ensure the sales of Goods, including image and descriptions, are not:
  - a) patently offensive, i.e., containing pornographic material or any vulgar and other content prohibited by the Malaysian Communications and Multimedia Content Code;
  - b) counterfeit/fake Goods or those otherwise infringing the intellectual property rights of others; or

#### SECTION D - MERCHANT'S COVENANTS, REPRESENTATIONS AND WARRANTIES

The Merchant hereby irrevocably and unconditionally covenants, represents and warrants as follow:

1. if the Merchant is a company or corporation, it is a company or corporation duly incorporated and validly existing under the laws of Malaysia and has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement are within its corporate power, have been duly authorised by all necessary corporate action, do not contravene its memorandum and articles of association and do not violate any law or regulation or any judgement, order or decree of any governmental authority, or any contract or undertaking binding on or affecting it;
2. if the Merchant is a natural person, he has full power and authority to enter into this Agreement;
3. this Agreement constitutes the legal, valid and binding obligations of the Merchant in accordance with their respective terms;
4. all information furnished by the Merchant in connection with this Agreement, does not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and are made on reasonable grounds after due and careful inquiry and the Merchant is not aware of any material facts or circumstances that have not been disclosed to FORCAR which might, if disclosed, adversely affect the decision of a person considering whether or not to enter into this Agreement;
5. there is no violation or contravention of any laws, directives, court orders, judgments and arbitration awards have been committed by the Merchant;
6. shall have legal or legitimate rights to sell and market such Goods offered and posted in the Merchant's website and/or platform or face to face businesses;

#### SECTION E - PAYMENT OF SETTLEMENT

During the term of this Agreement and in consideration of the Merchant performing its obligations under this Agreement, FORCAR shall pay the Settlement Amount to the Merchant as stipulated under Schedule 1 of this Agreement.

#### SECTION F - RIGHTS TO SET-OFF AND DEDUCT BY FORCAR

Any fees, charges or any other damages, losses, and expenses which are recoverable by FORCAR from the Merchant, may be deducted from any money then due to the Merchant under the Agreement either by FORCAR earmarking or deducting the Merchant's account maintained with FORCAR. If the money is insufficient for that purpose, the balance remaining unpaid shall be a debt due from the Merchant to FORCAR and may be recovered from the Merchant by FORCAR in any court of competent jurisdiction.

#### SECTION G – SERVICE FEES

1. FORCAR shall deduct the Service Fees from the Settlement Amount due to the Merchant or from any accounts that the Merchant maintains with FORCAR.
2. If the Settlement Amount is insufficient for FORCAR to deduct the Service Fees, the Merchant shall, upon demand, remit the payment for the unpaid Service Fees to FORCAR immediately.
3. There shall be no refund of any Service Fees paid by the Merchant if the Agreement is terminated for any reason whatsoever.
4. All Service Fees are excluding all taxes and FORCAR shall be entitled to add any applicable taxes to the Service Fees and Merchant shall bear all such taxes.

#### SECTION H - DISPUTED TRANSACTIONS

1. FORCAR shall not be responsible and liable to:
  - a) the Customers, in any manner whatsoever for any goods, products or services purchased from the Merchant; and
  - b) the Merchant, in the event a customer disputes a Transaction.
2. For the avoidance of doubt, the Transaction shall at all times be between the Merchant and the Customer and in no event shall FORCAR be a party in any resulting dispute over any aspect thereof, including, but not limited to, issues relating to merchantability, fitness for use, quality, quantity or delivery.
3. In the event of any fraudulent Transactions alleged by a Customer, FORCAR shall not be under any obligation or responsibility to investigate any disputes on the Transactions between the Merchant and a Customer, whereby all disputes on the Transaction shall be resolved between the Merchant and the Customer.

#### SECTION I - PROPRIETARY RIGHTS

1. The Merchant undertakes to put up and display such signs and to distribute such materials at its premises relating to the Services, whether or not such materials contain the Marks, as may be reasonably required by FORCAR from time to time but not to otherwise do so without the prior written consent of FORCAR.
2. The Merchant hereby authorises and consents to FORCAR making reference to, using and reproducing the Merchant's name, trademarks, logos, signs, acronyms and other insignia in any material or medium for the advertisement, publicity and promotion of the Services provided that FORCAR shall not thereby or otherwise derive any title, interest, claim, right or goodwill in the same.

#### SECTION J – CONFIDENTIALITY

1. All information disclosed or communicated by FORCAR to Merchant or obtained by the Merchant from FORCAR in connection with or in the course of its use of the Services, whether intended or by accident, shall be treated as Confidential Information unless the information:
  - a) is or becomes publicly available through no fault of the Merchant;
  - b) which the Merchant can prove was in its possession or known to it prior to its receipt from FORCAR;
  - c) is or was rightfully received by the Merchant from a third party without a duty of confidentiality being owed by the Merchant to the third party, except where the Merchant has knowledge that the third party has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to FORCAR; or
  - d) was independently developed by the Merchant without the use of the Confidential Information.
2. Notwithstanding anything in this Agreement stating to the contrary, the obligation of the Parties under Clause/Section J shall remain in full force and shall survive the termination or expiry of this Agreement.

#### SECTION K - INTELLECTUAL PROPERTY RIGHTS

1. The Merchant acknowledges that the copyright, designs, trademarks and other Intellectual Property Rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph, logos, widgets, documents and/or any materials provided by FORCAR are the sole and exclusive property of FORCAR and/or its licensors.
2. The Merchant may utilise the FORCAR services strictly in accordance with the instruction and guidelines of FORCAR issued and/or communicated by FORCAR from time to time and solely for the activities contemplated in this Agreement only.
3. The Merchant further agrees and undertakes that save as expressly permitted in this Agreement it shall not without FORCAR's prior written consent:
  - a) reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of FORCAR.
4. If the Merchant uses any of FORCAR's intellectual property rights in breach of this Agreement, FORCAR may immediately terminate or revoke such rights, in all or in part in its sole discretion without giving any prior notice and this shall not prejudice FORCAR's right to take any action against the Merchant for any damages suffered either directly or indirectly arising from the breach committed by the Merchant and/or its Personnel thereof.
5. The obligation with regards to the Intellectual Property herein shall continue notwithstanding the termination or expiry of this Agreement.

#### SECTION L - COMPLIANCE WITH PERSONAL DATA PROTECTION ACT 2010 (“PDPA”)

1. The Parties shall recognise that in the course of carrying out the covenants or obligations of this Agreement, a Party may have access to the Confidential Information belonging or pertaining to the customers, agents or employees (hereinafter referred to as “the Personal Data”) and in this respect, the Recipient Party hereby undertakes that:
  - a) it shall not, at any time, use or copy the Personal Data for any reason other than for the purposes of carrying out the covenants or obligations under this Agreement; and
  - b) it shall comply with all applicable laws pertaining to confidentiality and the privacy of Personal Data including the PDPA of Malaysia.
2. The Recipient Party agrees to fully indemnify and hold the Disclosing Party harmless from and against any claim, loss or expense that the Disclosing Party may suffer as a result of the failure on the part of the Recipient Party or its personnel to comply with the requirements as to confidentiality herein.
3. This indemnity shall survive the termination of the Agreement. For the avoidance of doubt, entities within the Disclosing Party group shall have the full benefit of and protection under this Clause through the Disclosing Party and the definition of Confidential Information including customer information shall cover the entities within the Disclosing Party group, where applicable. The obligations herein shall survive expiration or termination of this Agreement.
4. For the avoidance of doubt, in respect of Personal Data received from the Merchant, FORCAR shall be entitled to assume that the Merchant shall have duly procured all necessary consents from the customers, agents, or employees or otherwise the individual to whom the Personal Data belongs in performing the Services or for the purposes of carrying out the covenants or obligations under this Agreement.

#### SECTION M – LIABILITY

1. If at any event, FORCAR, its employees, agents or licensees are found liable to the Merchant, such liability is limited to the actual amount of direct damages, For the avoidance of doubt, FORCAR shall not be liable for any indirect, incidental or consequential loss or damage of any kind, including damages for lost advantage, loss of data or loss of profit;
2. FORCAR shall not be held liable for any losses or liabilities suffered by the Merchant, arising directly or indirectly, incidental or antecedent pursuant to any transactions between the Merchant and its customers and/or arising from any whatsoever circumstances due to the performance of the terms in this Agreement.

#### SECTION N – INDEMNITY

1. The Merchant hereby indemnifies and shall keep FORCAR indemnified in respect of its employees, and servants from and against any claims, suits, demands, losses, liabilities, expenses, costs or actions whatsoever arising under any laws of Malaysia to which FORCAR, its employees, or servants may suffer due to, arising out of or in course of or by reason of the carrying out of the terms of this Agreement or resulting from any breach of this Agreement by the Merchant, including, without limitation:
  - a) any act, neglect or default of the Merchant or its agents, employees, licensees or customers;
  - b) any event of fraud committed by the Merchant or its agents, employees or licensees; or
  - c) breaches resulting in any successful claim by any third-party alleging libel or slander in respect of any matter arising from the Merchant carrying out the Transactions.
2. The Merchant shall indemnify FORCAR for:
  - a) any fines being imposed by any charges as a result of any breach of this Agreement by the Merchant or the Merchant’s failure to comply with the Standards; and
  - b) any investigation and management costs in the event the Merchant’s activities resulted in chargeback or other risk which FORCAR has to take actions to prevent or minimise loss.

#### SECTION O - ANTI-MONEY LAUNDERING

1. The Merchant shall:
  - a) ensure that all monies involved in any Transactions and in this Agreement shall come from a lawful source of activity and not unlawful activities as defined under ok AMLA;
  - b) upon receipt of FORCAR’s request, provide verification of the identity of the beneficiary and such other information as FORCAR may require including but not limited to certified true copies of any authorisation to act or documents that may be required for the purpose of verifying the information provided by the Merchant. Copies of such information may be retained by FORCAR;
  - c) declare and certify that the necessary “know your customer” checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary and that the monies, funds or collateral are from a lawful source of activity and not unlawful activity as defined under AMLA;

- d) disclose and furnish to FORCAR any information required or deemed necessary and to the satisfaction of FORCAR within the period specified by FORCAR in its request, whether or not for purposes of complying with the Standards; and
  - e) not use the payment made via Transactions for money laundering or violate any laws relating to money laundering as defined under AMLA.
2. In no event shall FORCAR be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of FORCAR's exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under AMLA.

#### SECTION P - SUSPENSION AND TERMINATION

1. This Agreement shall become effective upon the execution of FORCAR's Merchant Application Form / Digital Form by the Merchant and shall remain in force and effect until terminated in accordance with the terms of this Agreement.
2. Either Party to this Agreement may elect to terminate this Agreement by giving one (1) month's prior notice in writing to the other Party of its intention to do so without giving any reason.
3. Without prejudice to the rights contained in this Agreement, FORCAR may, in its absolute discretion and without affecting the accrued rights and obligations of the Parties as at the date of suspension or termination (as the case may be), suspend or terminate any or all of the Merchant's account(s) or the Agreement immediately by giving notice in writing to the Merchant on the occurrence of any of the following events:
  - a) the Merchant has breached any of the terms and conditions of this Agreement;
  - b) the Merchant cease, or threatens to cease, to carry on business;
  - c) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Merchant's assets or undertakings, an application or order is made for the Merchant's winding up or dissolution, or a resolution is passed or any steps are taken to pass a resolution for the Merchant's winding up or dissolution, except for the purpose of an amalgamation or reconstruction which has FORCAR's prior consent;
  - d) the Merchant enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, the Merchant's creditors or any class of them;
  - e) the Merchant is convicted of a criminal offence;
  - f) the Merchant is fraudulent in connection with the Agreement;
  - g) the Merchant becomes a Subsidiary of another corporation other than with the prior written approval of FORCAR;
  - h) there have been material misrepresentations by or concerning the Merchant or any of the information provided by the Merchant in the Merchant Application Form or otherwise to FORCAR is or becomes incorrect, or false or misleading in a material respect;
  - i) the Merchant, in the reasonable opinion of FORCAR, brought FORCAR into disrepute;
  - j) the Merchant or the Merchant's employees or agents have acted fraudulently or have otherwise misused the Services provided by FORCAR;
  - k) the Merchant is known or suspected to be involved in any fraudulent or any unlawful activity whether or not related to the Merchant's business;
4. In the event that FORCAR terminates this Agreement in accordance with the terms hereof, the Merchant acknowledges and agrees that no reason whatsoever needs to be communicated to the Merchant for such termination and FORCAR shall not be liable in any way for any loss or damage incurred or suffered by any Party due to such termination.

#### SECTION Q - COSTS AND EXPENSES

1. Any action to be taken by the Merchant in performing the Merchant's obligations under the Agreement must be taken at the Merchant's own cost and expense, unless otherwise expressly provided in the Agreement.

#### SECTION R - NON-EXCLUSIVITY

1. The Merchant acknowledges and agree that the Merchant's appointment under the Agreement is non-exclusive and that FORCAR may appoint other persons to conduct and may itself conduct the activities under the Agreement.

#### SECTION S - STATUS OF MERCHANT

1. Nothing contained in this Agreement shall constitute or to be deemed to constitute a partnership between the Parties and one of the Parties shall have any authority to bind or commit the other save as authorised by this Agreement.

SECTION T – AUDIT

1. FORCAR shall have the right and the Merchant grants FORCAR, (including FORCAR’s internal and external auditors and advisors) full access at all reasonable times and upon prior reasonable notice for the following event:
  - a) the Merchant’s premises, systems, database, accounts, documents and records relating to the Merchant’s operating practices and procedures to the extent relevant to the Agreement including in the supply of the Goods by the Merchant;
2. In cases of audits initiated by any Government Agencies or entities having authority over FORCAR, the Merchant must grant FORCAR and such Government Agencies and their respective Personnel (including internal and external auditors and advisors) full and timely access to relevant accounts, documents, system logs and records in order to allow FORCAR to meet the deadlines set by such authorities or entities.
3. The Merchant shall be responsible for all costs incurred in relation to any audit and investigation (including any remedial action) undertaken under this Clause / Section T.

SECTION U – NOTICES

1. If sent to FORCAR, it must be sent to the following address or e-mail address, or such other address or e-mail address as FORCAR may specify in writing from time to time:

Address:	Please refer to <a href="http://www.forcar.com.my">www.forcar.com.my</a>
Telephone Number:	Please refer to <a href="http://www.forcar.com.my">www.forcar.com.my</a>
E-mail Address:	<a href="mailto:support@forcar.com.my">support@forcar.com.my</a>

SECTION V – VARIATION

1. This Agreement may be modified, added to, deleted, varied or amended by FORCAR from time to time by giving ten (10) days’ notice to the Merchant via email, website notice and or any other form of informing.
2. Such amendment will be effective and binding on the Merchant from the date specified in the notice which may be given to the Merchant by posting on the FORCAR System or otherwise provided in Clause / Section U.
3. The Merchant will be deemed to have accepted and agreed to such amendments if the Merchant continue to use the Services after the effective date of the amendments.

SECTION W – ENTIRE AGREEMENT AND AMENDMENTS

1. This Agreement and its Schedules constitute the entire agreement between FORCAR and the Merchant, and supersedes any prior or contemporaneous communications, representations, or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed and if there is any conflict between the terms contained in this Agreement and the prior agreement, the terms contained herein shall prevail.

SECTION X - GOVERNING LAW

1. This Agreement is governed by, and shall be construed in accordance with, the laws of Malaysia, and the Parties hereby agree to submit to the jurisdiction of the Court of Malaysia.

SECTION Y – FORCAR WARRANTY

1. Merchant is agreeing to enrol the FORCAR WARRANTY program, Merchant who enrolled the FORCAR Warranty Program (FCWP) has to comply the FCWP standard and agree to commit the warranty covered areas to FORCAR’s Consumer:
  - a) Stipulated under Schedule 2.
2. By enrolling FCWP, merchant will be entitled FCWP batch in FORCAR to provide stronger sales prospect and confident to the public on the FORCAR platform(s).

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**SCHEDULE 1  
(SETTLEMENT AND PAYMENT)**

1. THE PAYMENT OF SETTLEMENT AMOUNT SHALL BE MADE VIA:
  - a) telegraphic transfer to a deposit account specified by the Merchant maintained with settlement any bank licensed by BNM in Malaysia; or
  - b) any other payment methods as FORCAR deems fit.
2. SETTLEMENT TIMELINE
  - a) Five (5) working days to perform settlement for merchant on each day's transaction (e.g., Monday transaction to be perform settlement on Friday)
  - b) Daily transaction cut-off time 12:00AM (working day)
3. FORCAR SERVICES AND CHARGES
  - a) FORCAR are providing an all-in-one integrated system to Merchant with support to digital transform their business, managing and be sustainable, and bringing sales lead to merchant(s) while lowering down merchant cost of purchase;
  - b) FORCAR will be charging 5% upon each and every local bank facility's transaction conducted on any/all FORCAR platforms;
  - c) FORCAR will be charging 6% upon each and every foreign bank facility's transaction conducted on any/all FORCAR platforms;
4. REFUND JUSTIFICATION
  - a) Subject to the case-by-case basis, Consumer may apply for refund of the purchased goods ("Item") with FORCAR, FORCAR shall communicate with the Merchant before performing any refunds.

**SCHEDULE 2  
(FORCAR WARRANTY)**

FORCAR WARRANTY is a service provided by FORCAR, on Consumer's request, to assist Consumer in dealing with certain conflicts which may arise during the course of a transaction. Consumer may communicate with each other (between consumer and merchant) privately to resolve their differences or approach their relevant local authorities to assist them in overcoming any dispute prior, during or after using FORCAR.

1. AREAS OF FORCAR WARRANTY
  - a) Car Service, one (1) month/1000kms unconditional warranty across periodic services like car service; if justifiable errors occurred, Merchant shall service/repair and resolve the case(s) for consumer during the FORCAR WARRANTY period;
2. TYPE OF JUSTIFIABLE CIRCUMSTANCES
  - a) The goods have not been received by consumer after the service;
  - b) Merchant has delivered goods that does not match the agreed specification to consumer;
  - c) The goods delivered to consumer is materially different from the description provided by merchant in the listing of the goods descriptions; or
  - d) By way of private agreement with merchant and consumer must send his/her confirmation to FORCAR support department confirming such agreement.
3. RIGHTS OF MERCHANTS
  - a) Merchant should only be responsible for justifiable requests by the consumer in the FORCAR WARRANTY coverage areas;
  - b) Damage/Accident occurring post service at FORCAR's Merchant will not be covered;
  - c) Scratches, Dents or Paint contamination caused post service from FORCAR's Merchant will not be covered;