

FORCAR

TERM OF USE

1. Introduction

1.1. Please read these Terms of Use carefully. By using the Service (as defined), you agree that you have read and understood the terms in these Terms of Use which are applicable to you. These Terms of Use and the FORCOR Policies (as defined) constitute a legally binding agreement ("Agreement") between you and FORCAR (as defined). The Agreement applies to your use of the Service (as defined) provided by FORCAR. If you do not agree to the Terms of Use, please do not use or continue using the Application or the Service.

1.2. FORCAR may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on the Application. It is your responsibility to review the Terms of Use regularly. Your continued use of the Service after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

1.3. FORCAR IS A TECHNOLOGY COMPANY WHICH PROVIDES A PLATFORM FOR CONSUMERS TO OBTAIN OR PROCURE GOODS AND SERVICES PROVIDED BY PARTNER OR US. WHERE THE GOODS/SERVICES ARE PROVIDED BY PARTNER, FORCAR'S ROLE IS MERELY TO LINK THE USER WITH SUCH PARTNERS. FORCAR IS NOT RESPONSIBLE FOR THE ACTS AND/OR OMISSIONS OF ANY PARTNERS. PARTNERS SHALL BEAR ALL LIABILITY IN RELATION TO SUCH GOODS AND SERVICES. PARTNERS ARE NOT, AND SHALL NOT HOLD THEMSELVES TO BE, AN AGENT, EMPLOYEE OR STAFF OF FORCAR AND THE SOLUTIONS PROVIDED BY PARTNERS SHALL NOT BE DEEMED TO BE PROVIDED BY FORCAR.

2. Definitions

In these Terms of Use, the following words shall have the meanings ascribed below:

2.1. "Application" means the relevant mobile application(s) made available for download by FORCAR (or its licensors) to Consumers and Partners respectively;

2.2 "Consumer" or "User" means any end-user who accesses or uses the Platform to search for and obtain the Solutions;

2.3 "Consumer Charges" or "User Charges" means charges incurred by Consumers for the Solutions obtained through the use of the Service, including any applicable taxes and any other fees or charges that may be due for a particular use of the Service or Solutions;

2.4. "FORCAR" / "we" means: FORCAR SDN. BHD.

2.5. "FORCAR Policies" means the following:

2.5.1. the Privacy Policy;

2.5.2. the Partner Code of Conduct or the FORCAR Consumer Code of Conduct may be applicable; and

2.5.3. all other forms, policies, notices, guidelines, frequently asked questions (FAQs), or agreements provided to or entered into by you from time to time;

2.6 “Partner” means the independent third parties (who are not FORCAR) who provide the relevant Solutions to Consumers through the Service, including (a) car workshop-partner, car detailing-partner, (b) merchant-partners, and (c) any other relevant goods and services providers;

2.7. “Personal Data” is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and credit card details, personal interests, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, religion, health information, vehicle and insurance information;

2.8. “Platform” means the Application, Software and any other platform, portal or website which FORCAR owns, operates or otherwise makes available to Consumers and/or Partners for the purposes of or in connection with the Service and/or Solutions;

2.9. “Privacy Policy” means our privacy policy accessible at: “forcar.com.my” as amended from time to time;

2.10. “Service” means the linking of Consumers to Partners or other Consumers through the Application, Platform and/or Software;

2.11. “Software” means any software associated with the Application which is supplied made available for download and installation by FORCAR;

2.12. “Solutions” means the products and services which are made available to Consumers through the following offerings:

2.12.1 FORCAR

2.12.2 Any such other services which FORCAR may make available from time to time; and

2.13. “You” refers to the Partner and/or Consumer as may be applicable.

3. Representations, Warranties and Undertakings

3.1. By using the Service and/or Platform, you represent, warrant and undertake that:

3.1.1. You will provide true, accurate, not misleading, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it true, accurate, not misleading, current and complete at all times during the term of the Agreement. You agree that FORCAR may rely on your information as true, accurate, not misleading, current and complete. You acknowledge that if your information is untrue, inaccurate, misleading, not current or incomplete in any respect, FORCAR has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

3.1.2. You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;

3.1.3. You acknowledge and agree that only one (1) account can be registered on one device, except as otherwise permitted by FORCAR;

3.1.4. You will only use the Application, Platform and Service for their intended and lawful purposes;

3.1.5. You will keep your account password or any identification we provide you which allows access to the Service secure and confidential;

3.1.6. You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;

3.1.7. When using the Service/Platform, you agree to comply with all laws applicable to you and/or your use of the Service/Platform;

3.1.8. You agree to notify us immediately of any unauthorized use of your account or any other breach of security;

3.1.9. You will not try to interrupt, impair or harm the Service and/or Platform in any way, and shall refrain from: (a) sending spam or otherwise duplicative or unsolicited messages; (b) sending or storing infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party privacy rights; (c) sending material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfering with or disrupt the integrity or performance of the Platform or the data contained therein; (e) attempting to gain unauthorized access to the Platform or its related software, systems or networks; (f) impersonating any person or entity or otherwise misrepresent your affiliation with a person or entity; (g) engaging in any conduct that could possibly damage our reputation or amount to being disreputable; (h) circumventing the proper operation of the Platform and network which the Service operates on; and (i) using any manual or automated program or script, including but not limited to web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, to unduly burden or hinder the operation and/or performance of the Platform, or to circumvent the navigational structure or presentation of the Platform or its content;

derivative works based on the Platform, its content or any part thereof in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose save where specifically permitted in writing by FORCAR. This includes without limitation not to:

(a) create or compile, directly or indirectly, any collection, compilation or other directory from any content displayed on the Platform except for your personal, non-commercial use;

(b) copy any content displayed through the Platform or "mirror" the Platform or any parts thereof on any other server or wireless or internet-based device, including reproducing any third-party product content and reviews, for republication in any format or media; or navigational structure or presentation of the Platform or its content elsewhere;

(c) conduct data mining or scraping activities; and

(d) disassemble, decompile, reverse engineer, decrypt or attempt to derive and code or extract software from, the Platform or any software or services made available on or through the Platform;

3.1.10 You will not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud FORCAR or to disrupt the natural functions of the Application;

3.1.11. You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;

3.1.12. You will not use the Application and/or the Software to cause nuisance or behave in an inappropriate or disrespectful manner towards FORCAR or any third party;

3.1.13. You will provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You agree that FORCAR may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, FORCAR has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

3.1.14. You will only use an access point or data account which you are authorized to use;

3.1.15. You agree that the Service is provided on a reasonable effort basis;

3.1.16. You agree that your use of the Service will be subject to FORCAR's Privacy Policy;

3.1.17. You agree to assist FORCAR with any internal or external investigations as may be required by FORCAR in complying with any prevailing laws or regulations in place;

3.1.18. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, FORCAR or any other party as a result of your breach of this Agreement;

3.1.19. You are aware that when requesting Solutions by SMS or by using the Service or accessing the Platform, standard telecommunication charges will apply;

3.1.20. You agree that FORCAR may, based on its sole discretion, consider an account to be dormant if there has been no transaction made by you on your user account for a period of six (6) months from the last date of transaction and deactivate or restrict access to your user account; and

3.1.21. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, FORCAR or any other party as a result of your breach of this Agreement.

3.2. If you are a Partner, you further represent, warrant and undertake that:

3.2.1. If applicable, you own, or have the legal right and authority to operate, the car service centre, car detailing centre or any other matter or thing which is involved or used in the course of your provision of the Solution(s);

3.2.2. You shall obey all local laws related to your provision of the Solution(s) and will be solely responsible for any violations of such local laws and you acknowledge that FORCAR has the right to carry out background search on you from time to time, to ensure that you are not directly or indirectly involved in a criminal action or being investigated for a criminal allegation or implicated in a criminal proceeding;

3.2.3. You shall not contact Consumers for purposes other than in connection with the Service;

3.2.4. You shall not reverse look-up, trace or seek to trace any information on any other user or visitor to the Application, or any Consumers, including without limitation any user account not owned by you, to its source, or exploit the Application or any service or information made available or offered by or through the Application, in any way where the purpose is to reveal any information, including but shall not be limited to personal identification information, other than your own information, as provided for by the Application

3.2.5. You are aware that when responding to Consumers, standard telecommunication charges may apply which shall be solely borne by you;

3.2.6. You are strictly forbidden to use the Service for other purposes such as but not limited to data mining of FORCAR's information or information related to the Application or the Service. A breach hereof constitutes a grave offence and may be treated as industrial espionage or sabotage, and FORCAR reserves the right to take such action as may be appropriate or permitted under the law against you, and/or any person, whether natural or artificial, directing or instructing you, in the event you use the Service other than for the purpose for which it is intended to be used; and

3.2.7. Without prejudice to any other provisions, information which you have submitted to us for your registration as a Partner on the Platform, which may include your personal data as described in the Privacy Policy, may be linked to the account on the Platform or otherwise be temporarily displayed in the course of the Services on the Platform. You hereby give your consent to such use of information for the purposes of the Solutions, and to facilitate your use of the Platform. Your use of the Platform or any part thereof may be monitored by us or a third-party service provider to provide you with information on your business and account as well as better services. You further agree that any personal data you receive via the Platform or otherwise in connection with the Solutions shall only be used for the direct and specific purpose for which you are originally provided the personal data, and such personal data shall be deleted or anonymized once the personal data is no longer required to be retained for the said purpose.

3.3. If you are a Consumer, you further represent, warrant and undertake that:

3.3.1. You will not use the Application, Platform and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings;

3.3.2. You shall not contact the Partner for purposes other than the Service;

4. Compatibility

Different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Application, Platform and Software. While we continuously develop the Application, Platform and Software in order to, as far as possible, support all commonly used devices and models in markets and all browsers where the Application, Platform and Software is likely to be accessed from, we do not warrant compatibility of the Application, Platform and Software with specific mobile devices or other hardware.

5. Restrictions

5.1. You shall not:

5.1.1. post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or

5.1.2. remove any copyright, trademark or other proprietary rights notices contained on the Application or Platform.

6. Payments

6.1 Payment Terms for Partners (Vehicle Workshop partners)

6.1.1. FORCAR charges a fee of RM 99.00 / per month for your use of the Service ("Service Fee").

6.1.2 YOU ACKNOWLEDGE AND CONFIRM THAT FORCAR MAY ADMINISTER AND ACT AS YOUR COLLECTION AGENT TO PAY TO YOU THE TOTAL AMOUNT OF CONSUMER CHARGES DUE TO YOU IN RESPECT OF YOUR PROVISION OF THE SOLUTION.

6.1.3 FORCAR retains the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where you and/or the Consumer have breached any of the Terms in this Agreement. In such an event, you shall not hold FORCAR liable for any withholding of, delay in, suspension, forfeiture or cancellation of, any payment(s) to you.

6.2 Payment Terms for Consumers:

6.2.1 Consumers are required to make full payment of the Consumers Charges for all services offered in the Application by the method selected at the time of booking, which may be cash, or one of the automated payment methods available to you on the Application. Any payment pursuant to such selection is non-refundable and irrevocable.

7. Cancellation

7.1 For Partners:

7.1.1 The Consumers rely on you for provision of the Solutions. You agree that high and/or frequent cancellation rates or ignoring the Consumers' bookings will impair the Consumers' experience and negatively impact the reputation and branding of FORCAR.

7.1.2 While you may cancel a booking, the cancellation shall be based on acceptable cancellation reasons as shown in the Application. FORCAR reserves the right to amend the acceptable cancellation reasons from time to time. A cancellation that is not based on one of the acceptable reasons or ignoring a booking may be counted in determining if your access to the Service will be temporarily restricted.

7.2 For Consumers:

7.2.1 You may cancel your request for vehicle services at any time before you the Partner that has been matched with you by the Service.

8. FORCAR Loyalty Programme and Promotions for Consumers

8.1 If you are a Consumer using the Application, you will automatically be a member of the loyalty programme named "FORCAR Loyalty Programme" operated by FORCAR and/or its affiliate companies.

8.2 The terms of the FORCAR Loyalty Programme will be governed by FORCAR Terms of Use, accessible via the website.

9. Ratings

9.1. Consumers may be allowed to rate Partners in respect of Solutions provided.

9.2. Every rating will be automatically logged onto FORCAR's system and FORCAR may analyse all ratings received. FORCAR may take all appropriate actions including suspending your use of the Service without any notice or compensation to you.

10. Complaints

10.1. Any complaints between Partners and Consumers must be taken up with each other directly.

11. Intellectual Property Ownership

11.1. FORCAR and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Software and/or the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. The Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Software and/or the Application, or any intellectual property rights owned by FORCAR and/or its licensors. FORCAR's name, FORCAR's logo, the Service, the Software and/or the Application and the third-party transportation providers' logos and the product names associated with the Software and/or the Application are trademarks of FORCAR or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term the Software and the Application herein shall include its respective components, processes and design in its entirety.

12. Taxes

12.1. You agree that this Agreement is subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be applicable from time to time. You shall comply with all applicable laws and take all steps required to enable, assist and/or defend FORCAR to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service.

12.2. If you are a Partner, you are accountable for paying any tax and statutory contributions due in respect of sums payable to you under or in connection with this Agreement.

13. Confidentiality

13.1. You shall maintain in confidence all information and data relating to FORCAR, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of FORCAR (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from FORCAR, or any of its affiliate companies, or created in the course of this Agreement. You shall further ensure that you only use such confidential information in order to use

the Service, and shall not without FORCAR's prior written consent, disclose such information to any third party nor use it for any other purpose.

13.2. The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:

13.2.1. was at the time of receipt already in your possession;

13.2.2. is, or becomes in the future, public knowledge through no fault or omission on your part;

13.2.3. was received from a third party having the right to disclose it; or

13.2.4. is required to be disclosed by law.

14. Data Privacy and Personal Data Protection Policy

14.1. FORCAR collects and processes your Personal Data in accordance with its Privacy Policy. The Privacy Policy applies to all of FORCAR's Services and its terms are made a part of this Agreement by this reference.

14.2. Where applicable, you agree and consent to FORCAR, its subsidiaries and any of its affiliate companies collecting, using, processing and disclosing Personal Data as further described in our Privacy Policy.

14.3. You acknowledge that FORCAR may disclose Personal Data of other individuals to you in the course of your use of FORCAR's Services. You represent and warrant that you will only use such Personal Data for the purpose for which it was disclosed to you by FORCAR, and not for any other unauthorized purposes.

15. Third Party Interactions

15.1. During use of the Service, you may enter into correspondence or transactions with third parties who offer their service through the Platform or Application. Any such communication or agreement is strictly between you and the applicable third party and FORCAR and its licensors shall have no liability or obligation for any such communication or agreement. Neither FORCAR nor any of its affiliate companies endorses any applications or sites on the Internet that are linked through the Platform or Application, and in no event shall FORCAR, its licensors or its affiliate companies be responsible for any content, products, services or other materials on or available from such sites or Partners. Certain Partners services may require your agreement to additional or different Terms of Use and privacy policies prior to your use of or access to such services, and FORCAR is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the Partners. You acknowledge that such additional or different terms of use and privacy policies may apply to your use of such third-party services. FORCAR is not liable for any information that you provide to or authorize us to provide to a third party, or for such third party's collection, use and disclosure of such information.

15.2. FORCAR may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidize the Service and/or to earn additional revenue. You agree to receive such advertising and marketing. If you do not want to receive such advertising and marketing, please refer to our Privacy Policy for instructions to unsubscribe or update your privacy settings. You agree

and allow FORCAR to compile and release information regarding you and your use of the Service on an anonymous basis as part of a consumer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party you interact with through the Service and/or advertising or marketing material supplied by third parties through the Service.

16. Indemnification

16.1. By agreeing to the Terms of Use upon using the Service, you agree that you shall indemnify and hold FORCAR, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Platform, Software and/or the Application in your dealings with the Partners or Consumers (as the case may be), third party merchants, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use, any third party terms and conditions or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Partners or Consumers arranged via the Service, or (d) your use or misuse of the Service, the Platform, Software and/or the Application; and (e) where applicable your ownership, use or operation of any property, including your provision of Solutions to Consumers via the Service .

17. Disclaimer of Warranties

17.1. The Application, its content and any related service(s) is provided to you on an "as is" basis. FORCAR makes no representations or warranties of any kind, express or implied, in connection with the Software, Application, Platform, Service, these Terms of Use, the content or any related service(s). Although we make reasonable efforts to keep the Application up-to-date, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. We shall not be liable for any direct, indirect or consequent loss arising from the modifications or amendments to the Software, Application, Platform, Service, or Terms of Use.

17.2. FORCAR makes no representation or warranty of any kind whatsoever, express or implied, in respect of Solutions provided by Partners or any Solutions procured through the use of the Service. You agree that you shall bear all risk arising out of your use of the Service and any Solution provided by Partners and shall have no recourse to FORCAR in respect of the same.

18. Internet Delays

THE SERVICE, PLATFORM, APPLICATION AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE Partners BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. FORCAR IS NOT RESPONSIBLE FOR ANY DELAYS, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

19. Limitation of Liability

19.1. UNLESS OTHERWISE STATED, AND TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS AGAINST FORCAR BY YOU SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN UTILISING THE SERVICE DURING THE EVENT GIVING RISE TO SUCH CLAIMS. FORCAR AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY OR CAUSED TO YOU OR TO ANY PERSON FOR WHOM YOU HAVE BOOKED THE SERVICE OR SOLUTION, INCLUDING BUT NOT LIMITED TO:

19.1.1. LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, THE PLATFORM, APPLICATION AND/OR THE SOFTWARE;

19.1.2. THE USE OR INABILITY TO USE THE SERVICE, THE PLATFORM, APPLICATION AND/OR THE SOFTWARE;

19.1.3. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING; OR

19.1.4. AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY CONSUMER, PARTNER, MERCHANT, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED TO BY THE SERVICE, THE APPLICATION AND/OR THE SOFTWARE,

EVEN IF FORCAR AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Notice

20.1. FORCAR may give notice through the Application, electronic mail to your email address in the records of FORCAR, or by written communication sent by registered mail or pre-paid post to your address in the record of FORCAR. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to FORCAR (such notice shall be deemed given when received by FORCAR) by letter sent by courier or registered mail to FORCAR using the contact details as provided in the Application.

21. Assignment

21.1. This Terms of Use as modified from time to time may not be assigned by you without the prior written approval of FORCAR but may be assigned without your consent by FORCAR. Any purported assignment by you in violation of this section shall be void.

22. Severability

22.1. If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

23. No Waiver

23.1. The failure of FORCAR to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.

24. Entire Agreement

24.1. This Agreement comprises the entire agreement between you and FORCAR and supersedes any prior or contemporaneous negotiations or discussions.

25. Suspension and Termination

25.1. You agree that we may do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Application, or any portion of the Application (including access to your Account and/or the availability of any products or services), for any reason; (ii) to modify or change any applicable policies or terms; and (iii) to interrupt the operation of the Application or any portion of the Application (including access to your Account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. We shall not be required to compensate you for any suspension or termination.

26. No Third-Party Rights or Assignment

This agreement does not give rights to any third parties who are not party to this Agreement.