

Last Updated: 22nd NOVEMBER 2023

FORCAR SDN BHD

GENERAL TERMS OF USE

1. Introduction

1.1 We are FORCAR SDN BHD ("FORCAR", "we", "us" and/or "our") and we own and operate website: www.forcar.com.my, FORCAR Consumer App, FORCAR Merchant App and FORCAR Merchant Connect across official application stores such as Google Play Store, Apple App Store and Huawei AppGallery which also includes the FORCAR Hotline, Social Media accounts and customer support etc.

1.2 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 SDN BHD 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 SDN BHD. If you do not agree to the Terms of Use, please do not use or continue using the Applications or the Services.

1.3 FORCAR SDN BHD may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on the Website, Application or any other official channels of FORCAR SDN BHD. 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.

1.4 FORCAR SDN BHD is a technology company which provides a platform for consumers to obtain or procure goods and services related to automotive provided by partner or us. Where the goods/services are provided by partner ("Merchant"), FORCAR SDN BHD's role is merely to link the user with such partners. FORCAR SDN BHD 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 SDN BHD and the solutions provided by partners shall not be deemed to be provided by FORCAR SDN BHD. FORCAR SDN BHD also offering other services such as aggregation of consumer Financial Services Industry (FSI) products and services, reviews and guides of FSI products and services and promotions and other value-added services with our regulated financial institution partners. Any monetary exchange for any financial product and (deposits or repayments) will be between yourself and the respective regulated financial institutions.

1.5 Password and Security, You are responsible for maintaining the security and confidentiality of the password and access that was provided to you upon your registration, FORCAR SDN BHD or from authorised partners and you are required to change your password as you will be fully responsible for all activities that occur under your password or account.

1.6 Privacy Policy and Notice, In the course of you using this Site, we may collect and use

information about you in accordance with our Privacy Policy and Notice.

2. Definitions

- 2.1 “Application” means the relevant mobile application(s) made available for download by FORCAR SDN BHD 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”, “us” and/or “our” 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 SDN BHD) who provide the relevant Solutions to Consumers through the Service.
- 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:
 - FORCAR CARE

- FORCAR MALL
 - FORCAR CHANNEL
 - FORCAR MAINTENANCE
 - FORCAR INSTALLMENT/INSTALMENT OPTIONS
 - FORCAR MERCHANT MALL
 - FORCAR BATTERY SUPPORT
 - And any other service which FORCAR may make available from time to time;
- 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 will only use the Application, Platform and Service for their intended and lawful purposes;
- 3.1.4 When using the Service/Platform, you agree to comply with all laws applicable to you and/or your use of the Service/Platform;
- 3.1.5 You agree to notify us immediately of any unauthorized use of your account or any other breach of security;
- 3.1.6 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:

- 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;
- 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;
- Conduct data mining or scraping activities; and
- 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;

3.1.7 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;

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

3.1.9 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;

3.1.10 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;

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

3.1.12 You agree that your use of the Service will be subject to FORCAR’s Privacy Policy;

3.1.13 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;

3.1.14 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;

- 3.1.15 You are aware that when requesting Solutions by SMS or by using the Service or accessing the Platform, standard telecommunication charges will apply (If any);
 - 3.1.16 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
 - 3.1.17 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 of 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.

3.2.8 You are aware and agreed that your company/brand may be used for promotional and marketing activities such as social media platform posting and any promotional activities.

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

You Shall not:

- 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
- Remove any copyright, trademark or other proprietary rights notices contained on the Application or Platform.

6. Payments

6.1 Payment Terms for Partners:

6.1.1 FORCAR may charges a fee 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.

6.1.4 The settlement made by FORCAR to Partners will take up to five (5) working days.

6.2 Payment Terms for Consumers:

- 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:

- 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 Voucher 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 Voucher 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

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

11. Intellectual Property Ownership

11.1 FORCAR and its partners, 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

- 14.1 We will take reasonable legal, organisational and technical measures to ensure that your Personal Data is protected. This includes measures to prevent Personal Data from getting lost, or used or accessed in an unauthorised way. We limit access to your Personal Data to our employees on a need-to-know basis. Those processing your Personal Data will only do so in an authorised manner and are required to treat your information with confidentiality.

Nevertheless, please understand that the transmission of information via the internet is not completely secure. Although we will do our best to protect your Personal Data, we cannot guarantee the security of your Personal Data transmitted through any online

means, therefore, any transmission remains at your own risk.

- 14.2 Where applicable, you agree and consent to FORCAR, its subsidiaries and any of its affiliate companies or partners collecting, using, processing and disclosing only necessary Personal Data solely for the purpose of fulfilling the services you requesting.
- 14.3 You acknowledge that FORCAR may disclose Personal Data of other parties 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.
- 14.4 In the course of you using this Application, Sites or customer support, we may collect and use information about you in accordance with our Privacy Policy and Notice.

We view and treat your Personal Data professionally. In order for us to provide you with the best possible advice and offers on financial and non-financial products and services, we, FORCAR SDN BHD will be processing your Personal Data when you register on our website, our mobile application ("App") or our customer support line including any official communication channels. Therefore, we have put together a Privacy Policy and Notice that informs you we will collect, record, hold, disclose, transfer, store and otherwise process your Personal Data. All of these activities are essential for our business so that we keep this great service completely free for you to use. Your consent is given by you to FORCAR SDN BHD and any of FORCAR SDN BHD authorised partners solely for the purpose of fulfilling the services required by you.

By providing your Personal Data to us (whether through our website/App, or any other channels), you hereby consent that we may collect, record, hold, disclose, transfer, store and otherwise process all or any part of your Personal Data in accordance with this Privacy Policy and Notice. This consent shall remain valid so long as we do not receive any written notice of withdrawal of consent from you.

Please take some time to read our Privacy Policy and Notice so that you understand your rights on the matter.

Collection and Use of Personal Data

Your Personal Data is information that relates directly or indirectly to you, who is identified or identifiable from that information or from that and other information. For the avoidance of doubt, the term "Personal Data" as used herein includes any sensitive personal data, including but not limited to your political opinion, religious belief or any other beliefs, and any information relating to the commission or alleged commission of any offences by you. During the course of your transactions and dealings with us and/or our trusted business partners and agents, you may be requested to furnish your Personal Data from time to time. We gather data and work with our trusted and authorised business partners and agents in compliance with this Privacy Policy and Notice to provide, support and improve our products and services to you.

Personal Data that we may collect

When you register to become a user of our website/App or send information to us via our official WhatsApp communications channel or any other channels, we may collect a variety

of your Personal Data, which may include (but not limited to) your:

Name, National registration identity card number, Gender, Race, ethnic origin and religious beliefs, Postal address, Telephone number (home, mobile, office), Email address, Contact preferences, Age, Employer details and/or supporting documents, Occupation, Income and/or supporting documents, Social Media account Username, Marital status, Residential status, Car ownership and/or supporting documents, Biometric Identifiers (such as thumbprints or voice identification) and URL, Financial objectives and goals.

The list of Personal Data stated above is not exhaustive and may include other personal data depending on the nature of dealings or transactions. The request for these other personal data may be indicated on the relevant form that you need to fill in, depending on the nature of the dealings or transactions, and for which your consent granted here with extends to such personal data, unless you inform us otherwise in writing.

How we use your Personal Data

We may process your Personal Data for our existing and future business purposes, including to provide better services to you by delivering and supporting any products and services which we believe you may find useful or appropriate to you and which we may communicate, directly or indirectly, to you (save for any specific products or services which you have opted out of in writing). Listed below are non-exhaustive details of how we use your personal data. Personal Data under this Privacy Policy and Notice shall refer to personal data that is collected prior to, on or after the date of your consent to this Privacy Policy and Notice or the date of this Privacy Policy and Notice.

We collect, use, disclose, and otherwise process your Personal Data for (but not limited to) the following purposes:

Responding to your queries and requests; and responding to complaints, in all matters pertaining to the contract entered or to be entered in to between you and us, or between you and any partners nor financial institutions, managing the infrastructure and our business operations and complying with our internal policies and procedures, verifying your identity, protecting and enforcing our contractual and legal rights and obligations;, conducting audits, reviews and analysis of our internal processes, action planning and managing commercial risks, complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities, directly or indirectly circulating, transmitting and/or delivering to you, by any means (including emails, phone calls, video calls, short messaging services, regular mails, push notifications on mobile devices and other means), any promotional, informational, advertising materials (including products, services, new launches, upcoming events, promotions, advertisements, marketing and commercial materials) in respect of our products and services, or third party products and services (which may or may not be related to the type of products/services we provide). In doing so, we may work with our trusted business partners and agents. This means that we may give them access to your Personal Data for the purposes stated herein;

For the purposes of record-keeping in the ordinary course of our business, any other purpose relating to any of the above; and/or for the implementation and execution of any of the above, including our or third-party products and services you may have opted for.

Disclosure of Personal Data

Personal Data provided to us will generally be kept confidential but you hereby consent and authorize us to provide or disclose your Personal Data to the following categories of parties:

A: Any person or authority to whom we are compelled or required to do so under law, court order or in response to a competent or government agency;

B: Any relevant regulated financial institutions or banks that provide financial related products or services that are referred to them by us or that are featured on our apps, website or any other official channels.

C: Our authorised business partners and affiliates that provide the services that you have opted for or related services or products in connection with our apps, website including, but not limited to Automotive Services Providers, Parts and Products Distributor or Suppliers, electronic-know your customer (e-KYC) operators, Regulated Payment Gateway and entities engaged in financial and non-financial industries and any other industries incidental to the use of your Personal Data as stated in Clause above;

D: Members of our Group companies and their affiliates;

E: Government agencies and industry regulators;

F: Our auditors, consultants, accountants, lawyers or other financial or professional advisers;

G: Such sub-contractors or third-party service or trusted business partners as we believe to be necessary or appropriate and whose products and/or services we believe may be of interest to you, whether or not related to our products and services.

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 authorise 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:

- 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
- 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
- Your violation of any rights of any third party, including Partners or Consumers arranged via the Service, or
- Your use or misuse of the Service, the Platform, Software and/or the Application; and
- 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:

- Loss, damage or injury arising out of, or in any way connected with the service, the platform, application and/or the software;
- The use or inability to use the service, the platform, application and/or the software;
- Any reliance placed by you on the completeness, accuracy or existence of any advertising; or
- 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 partners have been previously advised of the possibility of such damages.

20. Notice

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

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

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

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

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

25. Suspension and Termination

You agree that we may do any of the following, at any time, without notice:

- 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;
- to modify or change any applicable policies or terms; and
- 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.

27. Return and Refund Policy

27.1 Application for Returns/Refunds

Subject to the terms and conditions in this Refunds and Return Policy and the Terms of Service, Consumer may apply for return of the service.

27.2 Application for the Return of service

Consumer may only apply for the refund and/or return of the service in the following circumstances:

- By way of private agreement with Service Provider and Service Provider must send his/her confirmation to FORCAR confirming such agreement;
- Wrong payment made to FORCAR or Service Provider of FORCAR;

27.3 Consumer's application must be submitted via the FORCAR mobile app.

27.4 FORCAR will review each Consumer's application on a case-by-case basis and, in its sole discretion, determine whether Consumer's application is successful.

27.5 The approval of your request for refund and return will be made by FORCAR in its sole discretion. Consumer acknowledges and agrees that FORCAR's decision is final, conclusive and binding, and covenants and agrees that it will not bring suit or otherwise assert any claim against FORCAR or its affiliates in relation to such decision.

27.6 In the event where Consumer has commenced legal action against Service Provider, Consumer may provide the formal notification from the appropriate authority to FORCAR to request FORCAR to continue to hold the purchase monies until a formal determination is available. FORCAR will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

28. Refunds

28.1 Consumer will only be refunded after FORCAR has received the confirmation from Service Provider that Service Provider has agreed to cancel/refund the service.

28.2 The refund made by FORCAR to Consumer will take up to 14 working days.

28.3 Subject to case-by-case basis and, in its sole discretion, determine whether Consumer or Merchant may/shall bear the FORCAR service charges or payment gateway charges.

29. Linking

FORCAR may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third-party websites and resources is at your own risk.

30. Instalment Options / Renewing Insurance

FORCAR Instalment Options / Insurance renewal provided users a platform for banking and insurance products. Our products and services include aggregation of consumer Financial Services Industry (FSI) products and services, reviews and guides of FSI products and services, news and updates on the FSI industry, direct purchase of insurance products, competitions and promotions and other value-added services.

Any monetary exchange for any financial product (insurance policies) and (deposits) will be between yourself and the respective Insurer and/or banks / any other financial institutions.

31. Terms of Business for FORCAR Instalment Options / Renewing Insurance

These Terms of Business set out the basis and extent to which we will provide you with services in relation to each and every contract of financing/insurance which we arrange on your behalf. Our duties and obligations herein, are for all material purposes, please read these terms carefully. In the event you choose to engage our services, you are deemed to have read, understood and agreed to the Terms of Business as set forth hereunder.

All work carried out by us is subject to these terms except where changes are expressly agreed in writing by both parties.

We retain the right to amend the Terms of Business at any time and from time to time.

31.1 We give advice and make recommendations on financing/insurance products. Where we do not give advice, you will be informed at the outset. We will ask questions to narrow down the selection of products/policies available and will supply details of them. You will then make your own choice on how to proceed.

31.2 Transactions Concluded Through Our Site

We are acting as your financial adviser in placing contracts on financing/insurance with an insurer operators/financial institution. However, please refer to the section on conflict of duties below. We are not the insurer nor the financial institutions and we do not guarantee the availability of any financing/insurance products/policy certificate/contract or the solvency of any insurer.

All financing/insurance products/policy certificate/contract described on our platform or placed by us on your behalf are subject to the terms and conditions of any applicable agreements with the applicable insurer/financial institution. In case of doubt the user should seek assistance directly from the insurer /financial institution or by contacting us at support@forcar.com.my

32. Duty Of Disclosure

All quotations are given on the basis of "utmost good faith".

You must act with utmost good faith toward the insurer/financial institution and comply with your statutory pre-contractual duties of disclosure under the FSA by ensuring that you provide to the insurer honest and accurate information at all times. This obligation applies at the time of applying for the policy and continues throughout the duration of the policy as well as any renewal thereof.

The insurer/financial institution may require you to answer any specific question that are relevant for the purposes of the insurer/financial institution 'determination as to whether to accept the risk entailed by the financing/insurance of any policy to you as the insured as well as the rates and terms to be applied in connection thereof. The insurer/financial institution may pose such specific questions prior to the renewal of any policy previously issued to you or to request you to confirm information which

you previously provided or update them if necessary. Insurers must be presented with a fair and complete statement of the nature of any risk submitted to them. You are required to take reasonable care not to make any misrepresentation to the insurer when answering any question posed to you in relation to the financing/insurance of any policy to you. If you do not provide complete and accurate information, containing all material facts and circumstances, then your policy may not be valid in the event of a claim or a higher premium may be payable.

You are obliged to take reasonable care to disclose to the insurer/financial institution any matter, other than that those relating to the questions posed to you by the insurer/financial institution, that you know is of material relevance to the decision of the insurer as to whether to accept the commercial risk of issuing a policy to you as well as its determination as to the policy terms and applicable rates thereof. In other words, a circumstance is material if it would influence the judgment of a prudent insurer in calculating the premium or assessing whether he would accept the risk. Accordingly, you must provide all the facts material within such a submission and update this information where relevant between initial enquiry and attachment of any cover and during the term of any policy. This applies equally to new orders, adjustments, renewals, extensions of cover, endorsements and claims.

For certain classes of business, you may be required to complete a proposal form or questionnaire as requested by the respective insurer/financial institution operator. We will be happy to provide guidance concerning the comprehension of such a document but we are not able to complete it on your behalf. You must satisfy yourself of the contents of the proposal form or questionnaire. Please note that your obligation to provide material information to insurers is an overriding obligation. Where insurers do not request specific information within a proposal form or questionnaire, this does not mean that such information is not material. If you are in doubt as to whether information is material, please contact us.

In this connection, you should take note that any quotation issued by us is based on information provided by you in relation to matters such as your age, gender, life style, health conditions and financial situation. Any failure on your part to duly comply with your pre-contractual duties of disclosure may result in our quotation being subject to subsequent changes and/or the invalidation of your policy or the imposition of higher premium charges as mentioned above.

Given the consequences of any misrepresentation on your part, we would advise that you carefully and diligently answer any question posed to you by the insurer/financial institution. In any event we shall not be held liable or deemed responsible for any loss or damage howsoever arising, whether directly or indirectly, from any misrepresentation made by you and the resulting cancellation of your policy or the revision of the terms thereof.

We are obliged to ensure that any statement which we make is not in any way misleading, false or deceptive, whether fraudulently or otherwise. In addition, we are prohibited from fraudulently concealing any material fact. Therefore, you represent to us that all information that you are furnishing or have furnished to us is not in any way misleading, false or deceptive, whether fraudulently or otherwise and that you are not fraudulently concealing any material fact.

We shall treat all information which you pass to us as private and confidential and will only disclose such information for the purpose of negotiating, maintaining or renewing the insurer/financial institution or any kind of services which we have been instructed to place, unless you have consented otherwise.

Disclosure may also be made to our external auditor and our regulator to fulfil their regulatory functions or where we are otherwise legally obliged to disclose the information.

Each of us shall comply with the Personal Data Protection Act 2010.