

CARSOME SDN BHD (“CARSOME”)
TERMS & CONDITIONS FOR LISTING
(w.e.f. January 1, 2024)

1. GENERAL

- 1.1 These are the terms and conditions for vehicle listing (“Terms”) of Carsome Sdn Bhd (Company No: 1101954-M). Carsome manages an online automotive platform (“Platform”) to facilitate the inspection, test-drive, sale and purchase of vehicles in Malaysia.
- 1.2 These Terms are available on request and on Carsome’s website at <https://www.carsome.my/faqs#sell>. By agreeing to list your vehicle on our Platform and signing the Service and Personal Data Consent Agreement (“Agreement”), you agree to comply with and be bound by these Terms.

2. DEFINITION

The following terms shall have the following respective meanings:

“Affiliate”	means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Carsome, where the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.
“Agreement”	means the Service and Personal Data Consent Agreement that will be signed between the Seller and Carsome prior to the listing of the Vehicle and these Terms.
“Carsome”	means Carsome Sdn Bhd (Company No. 1101954-M), a company incorporated in Malaysia under the laws of Malaysia and having its principal place of business at D-3-8, Parklane Commercial Hub, Jalan SS7/26, Kelana Jaya, 47301 Petaling Jaya, Selangor, Malaysia, for the avoidance of doubt the term “Carsome” shall include Carsome Sdn Bhd’s respective Affiliate and/or authorised representatives as well.
“Commercial Vehicles”	means specifically any Vehicle used to transport goods or passengers for the profit of an individual or business.
“Inspection”	means an official examination or observation including, but not limited to, tests, surveys, and monitoring to determine compliance with rules, regulations, orders, requirements, and conditions of the Vehicle that may take place either at the Seller’s premises or at Carsome’s premises.
“Live Bidding Event”	means a bidding event of the Vehicle in the Platform managed by Carsome.
“Partner Vehicles”	means selected Vehicles whereby Carsome shall solely be responsible for marketing and promoting only via the Platform.
“Seller”	means Owner or the Authorised Representative whose particulars and information are as stipulated in the Agreement.
“Vehicle”	means the vehicle including Commercial Vehicles and Partner Vehicles that are described in the Agreement.

3. SELLER'S REPRESENTATION AND UNDERTAKING

The Seller irrevocably and unconditionally represents and warrants to Carsome as follows:

- (a) they have the full power and authority to enter into the Agreement (and shall provide the required documents upon the request from Carsome) and the Agreement shall constitute binding obligations on the Seller when executed;
- (b) in the event the Seller is not the registered owner of the Vehicle, the Seller shall notify Carsome and the details of the registered owner shall be as detailed in the Agreement;
- (c) the Seller agrees for Carsome to process and disclose the information as provided by the Seller, including but not limited to any personal data for the purpose of the sale and purchase and the enforcement of Carsome's rights under the Agreement;
- (d) the Seller shall be liable for the accuracy of the information provided and undertakes to notify Carsome in writing immediately of any such changes to the information that had been provided and to update the information whenever requested to do so by Carsome;
- (e) the Seller shall prepare all necessary documents for the Vehicle for the purpose of Handover and the Purchase (see definition below);
- (f) in the event that the Inspection takes place at the Seller's premises ("Seller's Premises"), the Seller shall provide Carsome with safe and complete access to the Seller's Premises to carry out the Inspection;
- (g) the Seller hereby consents and agrees that Carsome is authorised to keep and/or maintain the Vehicle at Carsome's designated premises in order for Carsome to complete the necessary sale and purchase transaction involving the Vehicle ("Safe Keeping");
- (h) the Seller hereby agrees to waive, acquit, release any claim, action, loss, damage, liabilities against Carsome arising from or in connection with the Inspection and/or Safe Keeping;
- (i) the Seller hereby agrees to waive, acquit, release any claim, action, loss, damage, liabilities against Carsome arising from or in connection with the transporting, relocation, and/or transfer of Vehicle carried out by Carsome arising from or in connection with the Inspection and/or Safe Keeping;
- (j) the Seller hereby agrees to undertake to defend, indemnify, and hold Carsome harmless from and against any claim, action, loss, damage, liabilities (whether criminal or civil), cost and expenses, including but not limited to legal fees, that Carsome may suffer or howsoever incur, arising from or in connection with the Inspection and/or Safe Keeping;
- (k) the Seller hereby agrees that in the event that the Seller is not the registered owner of the Vehicle, then the Seller shall immediately notify Carsome of the same;
- (l) the Vehicle is free and clear from any liens, loans and encumbrances, including but not limited to any police report, seizure order and/or court order;
- (m) the Vehicle is free and clear from any fines, penalties, taxes, related charges and any other costs occasioned by violations of the law;
- (n) the Seller hereby undertakes to inform Carsome of any accidents, summons, pending litigation, police investigation and any other related matters involving the Vehicle and to fully collaborate with Carsome during the investigation and defence of any claim and process relating to the Vehicle (if any);
- (o) the Seller hereby agrees that once the Seller has successfully listed their Vehicle onto the Platform, the Seller shall refrain from committing or carrying out any acts that may prejudice, impact and/or alter the status, licensing and/or permit of the said Vehicle;
- (p) neither the Seller, its affiliates, nor any of their respective officers, partners, agents, representatives, employees or parties in interest has (i) in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid/offer, or any bid other than a bona fide bid/offer, in connection with the sale of any Vehicle subject to these Terms, or (ii) in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or

person to fix the price or prices, or to fix any profit or cost element of the bid price or the bid price of any other bidder at the sale of any Vehicle resulting in Seller being the highest bidder or to secure any advantages against Seller;

- (q) in the event the Seller decides to list their Vehicle on Carsome's bidding Platform and successfully procures a qualified bidder who is interested in purchasing the said Vehicle, the Seller warrants that they shall not cancel, reverse or change their decision to sell the Vehicle after accepting and confirming a bid;
- (r) the Seller hereby warrants that no illegal modification, interference with the operation of the odometer, emissions control equipment, or any other equipment installed on or in the Vehicle has been conducted and the Vehicle is free of any total loss claims and events;
- (s) the Seller hereby warrants that they have read and accepted all Carsome's internal policies that are relevant to this Agreement; and
- (t) the Seller hereby agrees that all representations made by the Seller pursuant to this Agreement, any schedule, annex or exhibit hereto and any agreement or form furnished by Carsome to the Seller pursuant to this Agreement, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. BIDDING PROCESS

- 4.1 The reserve price of the Vehicle ("Reserve Price") shall be determined at the sole discretion of Carsome.
- 4.2 There shall be a total of three (3) listing attempts, in the event the Vehicle does not receive any bids in each of the listing attempts, Carsome shall have the right to, at its discretion, adjust the Reserved Price for each subsequent listing round. If there are no bids in the third listing, Carsome reserves the right to list the Vehicle for subsequent bidding process following the Reserve Price setting as stated in clause 4.1 of this Terms and Conditions for Listing.

5. SUCCESSFUL BID

- 5.1 Carsome will contact the Seller within twenty-four (24) hours from the time of Accepted Successful Bid to arrange for the purchase of the Vehicle at the Successful Bid Price ("Purchase"). The Seller undertakes to complete the Purchase failing which Carsome shall reserve the absolute right to claim compensation and all losses suffered due to the Seller's failure to complete the Purchase for whatever reason.
- 5.2 Notwithstanding anything to the contrary, Carsome reserves the right to return the Vehicle and/or pursue any relevant action, including but not limited to legal action if the Vehicle is subsequently found to be/have:
 - (a) classified as a total loss or beyond economical repair (BER) vehicle;
 - (b) involved in any motor vehicle accident that was not disclosed to Carsome;

- (c) a cut and joint vehicle;
 - (d) a tampered chassis number;
 - (e) a tampered engine number;
 - (f) flood ridden vehicle; and/or
 - (g) any conditions that render the Vehicle not roadworthy, including but not limited to latent defect.
- 5.3 Carsome reserves the right to revise the Successful Bid Price and/or not to proceed with the Purchase without liability in the event:
- (a) the relevant/required documents for the Purchase and the transfer of the ownership of the Vehicle are incomplete, inaccurate or damaged;
 - (b) the condition of the Vehicle is different than that of the condition stated in the initial inspection report; and/or
 - (c) the Bidder's Successful Bid is withdrawn or revoked for whatever reason before or at the time of the final delivery of the Vehicle ("Handover") to Carsome.
- 5.4 Notwithstanding Clause 5.3, if the Seller of the Vehicle with a Successful Bid is a used car dealer ("UCD"), the Seller must declare to Carsome on its status and shall ensure that the Vehicle's legal ownership belongs to the UCD. Failing to comply, Carsome reserves the right not to proceed with the Purchase without liability.
- 5.5 The transfer of the ownership of the Vehicle from the Seller to Carsome must be completed within five (5) calendar days from the date of the Accepted Successful Bid through a bill of purchase and subject to the terms of Purchase from Carsome (or any other such documents as may be advised from time to time by Carsome).

6. FEES AND CHARGES

- 6.1 Unless and otherwise notified by Carsome, no fees will be charged to the Seller for the listing of the Vehicle on the Platform. All fees, charges and relevant payments made pursuant to these Terms and Schedules shall be made free and clear of and without reduction or withholding for any taxes, levies, charges, deductions and withholdings ("Taxes"), whereby in the event such Taxes are required by law or otherwise then the Seller shall be solely responsible for all Taxes imposed on or with respect to these Terms and Schedules.
- 6.2 A Handling Fee as stated in the Agreement will be charged upon the Handover of the Vehicle, unless otherwise agreed by Carsome.
- 6.3 A Rejection Fee is applicable to the Seller that rejects and/or cancels the Successful Bid, the Accepted Successful Bid, the Handover or the Purchase without any valid reason. Unless otherwise advised by Carsome, the Rejection Fee shall be equivalent to the Handling Fee as stated in the Agreement.
- 6.4 Notwithstanding anything to the contrary, Carsome reserves the right to amend the rate of Handling Fee and Rejection Fee as stated in the Agreement with immediate effect by giving such prior notice through its official announcement via its official website, text message or email or any other method as it deems fit.
- 6.5 Unless otherwise agreed by the Parties, Carsome shall have the right to deduct the Handling Fee prior to the release of the proceeds of the Purchase to the Seller.
- 6.6 The Seller shall immediately remit the Rejection Fee to Carsome within three (3) business days upon the event that trigger the imposition of such fee.
- 6.7 In the event the Seller fails to settle all necessary payment that is due and payable to Carsome, Carsome shall have the right to impose a Late Payment Charges on the total outstanding at the rate of eighteen per centum (18%) per annum calculated on daily basis until the date of full settlement.

7. MISCELLANEOUS

- 7.1 Time, whenever mentioned herein, shall be of the essence.
- 7.2 Unless otherwise agreed by Carsome, these Terms shall be taken as read and construed as an essential part of the Agreement.
- 7.3 No failure or delay on the part of Carsome to exercise any rights hereunder will operate as a release or waiver thereof.
- 7.4 The Seller undertakes to defend, indemnify, and hold Carsome harmless from and against any claim, action, liabilities, loss, damage (whether criminal or civil), cost and expenses, including and not limited to, legal fees that Carsome may suffer or howsoever incur, arising from or in connection with any action, default, delay, omission or non-performance of the Seller under these Terms and the Agreement.
- 7.5 Notwithstanding anything to the contrary and to the extent permitted by law, Carsome's total liability under these Terms and the Agreement (whether such liability arises under contract, tort, equity, statute or otherwise) for any loss, damages and/or expenses arising out of or in connection with its performance of these Agreement, shall be limited to the Handling Fee as prescribed in the Agreement, unless otherwise agreed between the parties. In no event shall Carsome be liable for any loss, whether directly or indirectly, of any profits, opportunity, revenue, goodwill, use, production, contracts, anticipated savings and/or any special, incidental, consequential, punitive or indirect loss or damage.
- 7.6 Carsome shall not be liable for loss and/or damage arising out of and caused by negligent acts, errors or omissions of the Seller, its employees, agents or sub-contractors, whether or not may claim be brought against the Seller in contract or tort (including but not limited to a claim in negligence) or otherwise howsoever.
- 7.7 The Seller agrees that Carsome may assign, transfer, novate and otherwise deal in any manner whatsoever with all or any part of its rights, remedies, power, duties and obligations under these Terms and in relation to the Agreement to any other person without prior obtaining the Seller's consent. These Terms and the Agreement shall be binding upon and inured for the benefit of Parties successors in title.
- 7.8 The Seller undertakes that he/ she /it has read and understood Carsome's Privacy Notice at https://www.carsome.my/privacy_policy and irrevocably grant consent to Carsome to obtain and disclose the Seller's credit information, which may include the Seller's personal data, to any relevant third parties for the purpose of assessing the Seller's creditworthiness, collect payment due and payable to the Seller, discharge Carsome's obligations pursuant to these Terms and the Agreement, Carsome's enforcement of its right under these Terms and the Agreement and/or as may be required by any applicable law.
- 7.9 Carsome reserve the right to change, modify, add or remove these Terms or any part thereof, at any time by providing three (3) days written notice to the Seller of any such change and the Seller shall be bound by such change after the date upon which the variation shall take effect and by referring to the 'Effective Date' statement above. Carsome shall not be responsible for any damage suffered or sustained by the Seller in connection with the Seller's failure to understand the amended Terms.
- 7.10 These Terms shall be governed by and construed in all respects in accordance with the laws of Malaysia.
- 7.11 The expression "Seller" shall include his/her/their heirs, where two or more persons are included, the terms contained herein shall bind such persons jointly and severally.
- 7.12 Any Schedules and attachments shall be taken as read and construed as an essential part of the Agreement. Commercial Vehicles and Partner Vehicles shall be additionally subjected to the special terms and conditions set forth in the Schedule of these Terms.

Schedule 1 (Commercial Vehicles)

1. Notwithstanding anything to the contrary contained in the above Terms, Schedule 1 shall apply solely to Commercial Vehicles with a BDM of 7500kg or more. In the event of a conflict between Schedule 1 and the Terms, the terms and conditions of Schedule 1 shall prevail to the extent of such conflict.
2. When dealing with Commercial Vehicles, the Seller acknowledges and agrees that the Platform in which the Commercial Vehicles are listed on is merely a platform which provides a place and opportunity for the sale and purchase of the said Commercial Vehicles. For the avoidance of doubt, Carsome does not own, operate, or control any of the Commercial Vehicles that is listed, offered and/or supplied on the Platform.
3. Carsome shall be acting as an Agent in relation to all transactions and dealing pursuant to the sale and purchase of Commercial Vehicles. For the avoidance of doubt, the term “Agent” shall mean that Carsome will only act as facilitator that assists the Seller pursuant to the Agreement but shall not represent the Seller in any transaction whatsoever.
4. The Seller hereby agrees that the actual contract for the sale and purchase of Commercial Vehicles shall be directly between the Seller and the prospective buyer (“Buyer”) and in no event shall Carsome be a party to the contract between the Seller and the Buyer and Carsome accepts no obligations in connection with any such contract. The Seller and the Buyer shall be entirely responsible for the sale and purchase contract between them, the listing of goods and warranty in relation to the Commercial Vehicles.
5. In particular but without derogation to the other provisions of this Schedule 1, Carsome shall not responsible or liable for any of the following:
 - (a) the quality, safety, or legality of any aspect of the Commercial Vehicles listed on the Platform;
 - (b) the truth or accuracy of the Commercial Vehicles listed on the Platform; and
 - (c) the accuracy and/or omission (whether material or otherwise) of the Commercial Vehicles listed, posted, featured and/or published on the Platform.
6. For the avoidance of doubt, Commercial Vehicles shall still be subjected to a Handling Fee and the Seller shall comply with the Handling Fee as stated in the Agreement.
7. The Seller shall be solely responsible for delivering the sold Commercial Vehicles to the Buyer subject to the sale and purchase agreement entered between the Seller and the Buyer. The Seller acknowledges and agree that Carsome has no control over any delivery of the Commercial Vehicles sold through the Platform, including but not limited to the delivery fees, method specified by the Seller or Buyer, any delays, delivery failures, damages, or losses resulting from the delivery.
8. The Seller shall assume full responsibility and liability for the accuracy and/or completeness of all the information, representations and warranties made by the Seller in relation to their Commercial Vehicles that are listed, posted, featured and/or published on the Platform.
9. In no event shall Carsome be liable to the Seller for any loss, whether directly or indirectly, of any profits, opportunity, revenue, goodwill, use, production, contracts, anticipated savings and/or any special, incidental, consequential, punitive or indirect loss or damage that arises from any sale and purchase of Commercial Vehicles.
10. The Seller agrees to indemnify Carsome (and its officers, directors, employees, affiliates, agents, subsidiaries, joint ventures, dealers, and any third-party service provider) and keep Carsome indemnified from any and all losses, damages (actual and consequential), liabilities (whether criminal or civil), claims, disputes, demands, causes of actions, costs and expenses (including reasonable legal fees and expenses), fines, or penalties of every kind and nature, known and unknown, arising out of, in connection with, or related to the sale and purchase of Commercial Vehicles.

Schedule 2 (Partner Vehicles)

1. Notwithstanding anything to the contrary contained in the above Terms, Schedule 2 shall apply solely to Partner Vehicles. In the event of a conflict between Schedule 2 and the Terms, the terms and conditions of Schedule 2 shall prevail to the extent of such conflict.
2. When dealing with Partner Vehicles, the Seller acknowledges and agrees that the Platform in which the Partner Vehicles are listed on is merely a platform which provides a place and opportunity for the sale and purchase of the said Partner Vehicles. For the avoidance of doubt, Carsome does not own, operate, or control any of the Partner Vehicles that is listed, offered and/or supplied on the Platform.
3. Carsome shall be acting as an Agent in relation to all transactions and dealing pursuant to the sale and purchase of Partner Vehicles. For the avoidance of doubt, the term “Agent” shall mean that Carsome will only act as facilitator that assists the Seller pursuant to the Agreement but shall not represent the Seller in any transaction whatsoever.
4. The Seller hereby agrees that the actual contract for the sale and purchase of Partner Vehicles shall be directly between the Seller and the prospective buyer (“Buyer”) and in no event shall Carsome be a party to the contract between the Seller and the Buyer and Carsome accepts no obligations in connection with any such contract. The Seller and the Buyer shall be entirely responsible for the sale and purchase contract between them, the listing of goods and warranty in relation to the Partner Vehicles.
5. In particular but without derogation to the other provisions of this Schedule 2, Carsome shall not responsible or liable for any of the following:
 - (a) the quality, safety, or legality of any aspect of the Partner Vehicles listed on the Platform;
 - (b) the truth or accuracy of the Partner Vehicles listed on the Platform; and
 - (c) the accuracy and/or omission (whether material or otherwise) of the Partner Vehicles listed, posted, featured and/or published on the Platform.
6. The Seller shall be solely responsible for delivering the sold Partner Vehicles to the Buyer subject to the sale and purchase agreement entered between the Seller and the Buyer. The Seller acknowledges and agree that Carsome has no control over any delivery of the Partner Vehicles sold through the Platform, including but not limited to the delivery fees, method specified by the Seller or Buyer, any delays, delivery failures, damages, or losses resulting from the delivery.
7. The Seller shall assume full responsibility and liability for the accuracy and/or completeness of all the information, representations and warranties made by the Seller in relation to their Partner Vehicles that are listed, posted, featured and/or published on the Platform.
8. In no event shall Carsome be liable to the Seller for any loss, whether directly or indirectly, of any profits, opportunity, revenue, goodwill, use, production, contracts, anticipated savings and/or any special, incidental, consequential, punitive or indirect loss or damage that arises from any sale and purchase of Partner Vehicles.
9. The Seller agrees to indemnify Carsome (and its officers, directors, employees, affiliates, agents, subsidiaries, joint ventures, dealers, and any third-party service provider) and keep Carsome indemnified from any and all losses, damages (actual and consequential), liabilities (whether criminal or civil), claims, disputes, demands, causes of actions, costs and expenses (including reasonable legal fees and expenses), fines, or penalties of every kind and nature, known and unknown, arising out of, in connection with, or related to the sale and purchase of Partner Vehicles.
