

**CARSOME CERTIFIED SDN BHD (“CARSOME”)
BOOKING TERMS & CONDITIONS
(w.e.f. June 1, 2023)**

1. GENERAL

- 1.1. These are the booking terms and conditions (“Terms”) of CARSOME Certified Sdn Bhd (Company No: 202101006178). CARSOME manages an online automotive platform (“Platform”) to facilitate the sale and purchase of vehicles in Malaysia.
- 1.2. These Terms are available on request and on CARSOME’s website at [www.carsome.my]. By placing a booking of any vehicle and/or services on our Platform, you agree to comply with and be bound by these Terms.

2. DEFINITIONS

“**Customer**” means the party whose particulars and information are as stipulated in the Payment Receipt;

“**Vehicle**” means the vehicle listed on CARSOME’s Platform which shall include Value Cars, Certified Cars and Marketplace Cars;

“**Payment Receipt**” means the receipt issued upon successful payment of any booking fee and/or downpayment for the Vehicle; and

“**Sales Agreement**” means the agreement signed by the Customer and CARSOME for the purchase of the Vehicle.

3. BOOKING

- 3.1. Customer can select a wide range of Vehicle(s) and can place a booking for more than one (1) Vehicle. Each booking shall be made separately.
- 3.2. When making a booking online, the Customer is required to pay the specified booking amount as displayed at the time of booking of the Vehicle selected by the Customer (“**Booking Fee**”). The payment of Booking Fee can be made via Credit Card/Debit Card or other payment options made available by our payment gateway provider.
- 3.3. The Booking Fee shall be subject to the terms and conditions provided by our payment gateway provider. CARSOME shall not be responsible for payment issues made in respect of the Booking Fee through the payment gateway provider.
- 3.4. Booking is non-transferable except with express consent from the Customer and shall be subject to CARSOME’s discretion and requirements.
- 3.5. Upon submission of your booking request, you will receive a Payment Receipt. Acceptance of your booking will be confirmed by CARSOME’s sales team that will include details of the car you have booked, the price and any additional charges, as well as instructions for payment.

- 3.6. By submitting a booking request, you are making an offer to purchase a car. Our acceptance of your offer will form a binding contract between you and us. The Customer agrees that CARSOME shall not be deemed to have accepted the booking of the Customer or be bound by the booking until CARSOME notifies the Customer of its acceptance of the booking.
- 3.7. The transactions and all other commercial terms, including but not limited to balance payment and delivery of Vehicle, shall be as per the contractual obligations stipulated in the Sales Agreement.
- 3.8. CARSOME reserves the right to restrict the number of online booking which a Customer can make through his/her Credit or Debit Card, bank account or any other financial instrument and accordingly reserve its right to reject an online booking made by a Customer, without assigning any reasons.
- 3.9. CARSOME reserves the right to reject without assigning any reason, an online booking made by a Customer having prior history of questionable charges including, without limitation, breach of any agreements by Customer with CARSOME or breach/violation of any law or any charges imposed by financial institutions or breach of any policy.

4. Price and Payment

- 4.1. The full purchase price of the Vehicle will be as quoted on our website at the time of booking.
- 4.2. The Customer shall pay the balance amount to complete the successful transaction of purchase of the Vehicle. Upon receipt of the full balance price of the Vehicle, execution of the Sales Agreement and submission of requisite supporting documents, the booking will be binding. Until then, the booking is merely a request on the part of the Customer and an indication of an intention to sell on the part of CARSOME and does not result in a booking confirmation or contract of sale and should the booking fail to be accepted for whatever reasons or could not be completed, there will be no financial implications to CARSOME except as per the Terms mentioned here.
- 4.3. If a Customer fails to pay the balance amount within the stipulated timeframe as informed by CARSOME, CARSOME reserves the right to allocate the selected Vehicle to the next customer.

5. Cancellation and Refunds

- 5.1. The Customer may cancel and/or amend their booking at any time prior to our acceptance of the offer. In the event the Customer cancels the booking after CARSOME have accepted

the offer, CARSOME reserves the right to retain a cancellation fee, which shall be deducted from any refund due to you.

- 5.2. In the event the Customer intends to cancel the Booking made, the Customer may contact the relevant assigned CARSOME Consultant and/or CARSOME's general hotline at 1-800-82-3388 or info@carsome.my.
- 5.3. CARSOME reserves the right to automatically cancel the transaction and refund any payments made without any further notice to the Customer in the event of incomplete payment and/or documentation submitted within CARSOME's stipulated timeframe from time to time.
- 5.4. The refund of any payments shall only be processed upon CARSOME's receipt of the required and duly signed cancellation documents and CARSOME shall retain full discretion on the approval for refund. CARSOME shall process the refund within fourteen (14) days from the date of receipt of the cancellation documents and refund shall be subject to the mode of originating payment and financial institution policy and timeline.

6. GENERAL

- 6.1. By accessing, browsing or otherwise using CARSOME's website for booking, it is assumed that the Customer has read, understood, accepts and agrees to all the terms and conditions herein.
- 6.2. CARSOME DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE ALTHOUGH REASONABLE MEASURES ARE ENSURED TO MAINTAIN ACCURACY OF ALL DATA PRESENTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CARSOME DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN 'AS IS' BASIS.
- 6.3. UNLESS EXPRESSLY STATED TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, CARSOME HEREBY EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT WITHOUT LIMITATION TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, DAMAGE TO GOODWILL OR REPUTATION, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, PERFORMANCE OR FAILURES OF THIS WEBSITE AND ANY MATERIALS POSTED HEREIN, IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ARISE IN CONTRACT, TORT, EQUITY, RESTITUTION, BY STATUTE, AT COMMON LAW OR OTHERWISE.
- 6.4. Notwithstanding anything to the contrary and to the extent permitted by law, CARSOME's total liability under these Terms (whether such liability arises under contract, tort, equity,

- statute or otherwise) for any loss, damage, and/or expense arising out of or in connection with its performance under these Terms, unless otherwise agreed between the Parties, shall be limited only to the Booking Fee hereto. Under no circumstances shall CARSOME be liable for (whether incurred directly or indirectly) any loss of profits, opportunity, revenue, goodwill, use, production, contracts, anticipated savings or any special, incidental, consequential, punitive or indirect loss or damage.
- 6.5. The Customer agrees that in the event where CARSOME is unable to perform its obligations under these Terms due to acts of God, strikes, natural disasters, diseases, epidemics, pandemics, government lockdowns, public health movement restriction order, equipment or transmission failure or damage beyond its reasonable control, or any other causes beyond its reasonable control, or any action taken by the Government of Malaysia which imposes restrictions or prohibitions of any kind, CARSOME shall not be liable for any damages resulting from such failure to perform or otherwise from such causes.
 - 6.6. If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to its other provisions and the remainder of the unaffected provision.
 - 6.7. The Customer 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 Customer's credit information, which may include the Customer's personal data, to any relevant third parties for the purpose of assessing the Customer's creditworthiness, collect payment due and payable from the Customer, discharge CARSOME's obligations pursuant to these Terms, CARSOME's enforcement of its right under these Terms and/or as may be required by any applicable law.
 - 6.8. These Terms shall be governed by and construed in all respects in accordance with the laws of Malaysia and Parties hereby agrees to submit to the exclusive jurisdiction of the courts of Malaysia.
 - 6.9. CARSOME reserve the right to change, modify, add or remove these Terms or any part thereof, at any time without any further notice to the Customer and the Customer 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.