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Terms of Use

1. Terms of Use



Carro Terms of Use:

Carro Services

We are in the business of operating one-stop centers where you can:-

- (a) sell Your Used Vehicle to Us or Our Partner Buyers; and/or
- (b) purchase Your New Vehicle from Us, book and arrange for test drive, apply for financing and/or insurance for your purchase of Your New Vehicle via Our Partner Financiers and/or Partner Insurers, which are made available to you partly and/or wholly via the Platform.
- (c) purchase Your As-Is Vehicle from Us, book and arrange for test drive, apply for financing and/or insurance for your purchase of Your As-Is Vehicle via Our Partner Financiers and/or Partner Insurers, which are made available to you partly and/or wholly via the Platform.

These Carro Services T&C set out the terms and conditions which govern Our Carro Services. Carro Services T&C comprises of:-

- 1. Part A : T&C governing your personal data;
- 2. Part B1 : T&C governing your sale of Your Used Vehicle to Us;
- 3. Part B2 : T&C governing your sale of Your Used Vehicle to Our Partner Buyers;
- 4. Part B3 : General T&C governing your sale of Your Used Vehicle;
- 5. Part C1 : T&C governing your purchase of Your New Vehicle from Us;
- 6. Part C2 : T&C governing your purchase of Your As-Is Vehicle from Us;
- 7. Part C3 : General T&C governing your purchase of Your New Vehicle or Your As-Is Vehicle from Us, test drive, your application for financing and/or insurance with Our Partner Financiers and Partner Insurers; and
- 8. Part D : Definitions.

Please read these Carro Services T&C carefully as they affect your rights and liabilities in opting for Carro Services and indicate your unequivocal acceptance of the same by selecting the applicable parts of these Carro Services T&C. These Carro Services T&C shall be read together with all other documents presented to and/or executed by you.

Note: You are entering into a legally binding agreement.

PART A : YOUR PERSONAL DATA

YOUR PERSONAL DATA

You agree to comply with all data protection provisions including, without limitation, the Personal Data Protection Act 2010, its subsidiary legislation and any other applicable legislation relating to data protection and in this respect, you consent to the processing of your personal data (as defined in the Personal Data Protection Act 2010) by Us in accordance with the provisions of the Privacy Notice

<https://carro.co/my/en/terms#privacy-notice> and for such purposes as may be necessary for the provision of Carro Services or as may be stipulated in these Carro Services T&C and the Privacy Notice. We shall have the right to modify, update and/or amend the Privacy Notice at any time. It shall be your responsibility to monitor for such modification, updates and/or amendments. Your use and continued use of the Carro Services following the modification, updates and/or amendments will constitute your unequivocal acceptance to the same.

CREDIT CHECKS

You authorize and give full consent to Us to conduct credit check, trade check and/or other check(s) on you and/or Your Used Vehicle as We may deem fit including but not limited to checking with registered credit bureau and/or any reporting agency(ies) under the Credit Reporting Agencies Act 2010 for the purpose of assessing your credit worthiness (such as CTOS Data Systems Sdn. Bhd., Central Credit Reference Information System, Experian Information Services (Malaysia) Sdn. Bhd. and Financial Information Services Sdn. Bhd.) at any time for as long as you have a relationship with Us and/or where any dues remain unpaid and outstanding with Us, and that you agree to execute all consent form(s) and/or to provide any additional document(s) necessary for such credit check(s). You understand and agree that any information given by you including the personal data collected or held by Us (whether obtained through the Platform, your previous or current transactions with Us or otherwise obtained) may be processed, held, used and/or disclosed to any relevant credit bureau, reporting agency(ies) and/or credit checking officer(s) as We may deem necessary, particularly in the event of any non-compliance on your part, without any liability and notice to you.

PART B : SELLING YOUR USED VEHICLE

You expressly authorize to sell Your Used Vehicle to:-

- (a) Us; or
- (b) one of Our Partner Buyers via a bidding system on the Platform.

PART B1 : SELLING YOUR USED VEHICLE TO US

1. In-House Inspection and Mobile Inspection

We shall conduct a physical inspection of Your Used Vehicle, collect details and photographs of Your Used Vehicle and the Transaction Documents at:-

1.1. any one of Our RX-2 during Our operating hours; or

1.2. subject always to Our availability and your prior appointment with Our dedicated staff, at your selected location in Malaysia.

You agree that the inspection of Your Used Vehicle is prepared from visual and external checks of Your Used Vehicle only and is limited to the parts and/or items identified on the inspection report. We shall not be held liable and are not responsible for any latent defects which are later discovered.

We do not provide any implied or express warranty regarding the nature, reliability, accuracy or completeness of any information contained in the inspection report or the fitness of the information contained in the inspection report for any purpose intended, except those warranties which are implied by and incapable of exclusion, restriction and/or modification under the laws applicable to these Carro Services T&C. You agree to rely upon the inspection report at your own risk and judgment.

We shall not be obliged to check for any manufacturer recall notices and the obligation is on you to check that Your Used Vehicle is not subject to a recall notice.

We shall also not be responsible for verifying the accuracy of the vehicle mileage as indicated by Your Used Vehicle's odometer.

2. **Offer**

Upon having conducted the inspection and Our satisfaction of the condition of Your Used Vehicle, We shall make available to you an Offer with an Offer Price.

3. **Acceptance**

Our Offer shall remain valid for twenty-four (24) hours from the date of the Offer for your Acceptance, failing which you shall be deemed to have rejected Our Offer.

4. **Payment of Offer Price**

Upon your Acceptance, We shall make payment of the Offer Price:-

4.1. in the event you are NOT purchasing a vehicle from Us, in accordance with Part C of these Carro Services T&C; or

4.2. in the event you are purchasing Your New Vehicle from Us, the Offer Price shall be set-off against any Deposit required for Your New Vehicle; and

4.2.1. in the event that there remains any Offer Price after setting-off the Deposit required, such remaining part of the Offer Price shall be released to you in accordance with Part B1 of these Carro Services T&C; or

4.2.2. in the event that the Offer Price is insufficient for setting-off the Deposit required, you shall first pay to Us the outstanding Deposit in accordance with Part C of these Carro Services T&C.

5. Delivery and Completion of Sale

5.1. Subject always to Our availability and prior appointment with Our dedicated staff, you shall arrange for delivery of Your Used Vehicle and Transaction Documents to Us within five (5) days of your Acceptance at one of Our RX-2 or We shall arrange for collection at an agreed location in Malaysia between Our dedicated staff and you.

5.2. Your Used Vehicle shall be subject to a further inspection to verify the conditions of Your Used Vehicle since the first inspection.

5.3. In the event We are satisfied with the condition of Your Used Vehicle and:-

5.3.1. Your Used Vehicle is subject to any facility or hire purchase with a third party (including a financial institution), We shall be entitled to arrange for the settlement of the Outstanding Amount and you shall provide or procure a redemption letter and/or a settlement letter from such third party (including a financial institution) for the purpose of evidencing the same. The Outstanding Amount settled shall be set-off against the Acceptance Price. You shall provide or procure the third party (including a financial institution) to produce Carro with a settlement letter of the facility/hire purchase upon Carro's full settlement thereof.

(a) In the event there remains any part of the Offer Price after setting-off the Outstanding Amount (and the Deposit in accordance with Item 4.2 Part B1 of these Carro Services T&C, if applicable), We shall remit the same to you within twenty-four (24) hours upon your delivery of physical possession of Your Used Vehicle and the Transaction Documents to Us. You shall be obliged to deliver to Us the Transaction Documents.

(b) In the event the Offer Price is insufficient to set-off against the Outstanding Amount, you shall first settle such difference before We shall remit the Offer Price to the relevant financial institution. Thereafter you shall immediately deliver to Us the physical possession of Your Used Vehicle and the Transaction Documents.

5.3.2. If your Used Vehicle is unencumbered, you shall immediately deliver to Us the physical possession of Your Used Vehicle and the Transaction Documents and We will remit the Offer Price to you within twenty-four (24) hours upon your delivery of physical possession of Your Used Vehicle and the Transaction Documents.

5.3.3. In the event We are not satisfied with the condition of Your Used Vehicle (which may arise due to factors including but not limited to that Your Used Vehicle was involved in a major accident, flood, fire, frame damage, mileage tempering, odometer fraud and/or has been declared total loss or beyond economic repair ("BER") since the first inspection), We shall be entitled to terminate the Offer and your Acceptance with immediate effect. We shall not have any liability towards you under whatsoever circumstances and you shall not have any claims against Carro for the cancellation of the sale of Your Used Vehicle.

PART B2 : SELLING YOUR USED VEHICLE TO OUR PARTNER BUYERS

1. Relationship

1.1 We will facilitate the sale between you and Our Partner Buyers by listing Your Used Vehicle on the Platform. Your Used Vehicle offered for sale on the Platform is offered for sale by you as the seller, and not by Us and is purchased by Our Partner Buyers, and not Us. We will promote and market Your Used Vehicle to Our Partner Buyers in an attempt to get you a competitive price. You are free to continue to use Your Used Vehicle unless or until a successful bid is accepted by you.

1.2 For the avoidance of doubt, We do not guarantee that Your Used Vehicle entering into a Bidding Event will result in it being sold at your desired selling price nor can We guarantee the length of time that will take for Your Used Vehicle to be sold.

1.3 You agree to appoint Us (and any other individual, employees, officers, sub-contractors and/or agents as We may duly appoint as Our representatives) to act as your facilitator for the sale of Your Used Vehicle.

1.4 You irrevocably agree and undertake that you will not collude with any of Our Partner Buyers and/or purchaser to complete a transaction independently and separately in order to circumvent such Partner Buyer's or purchaser's obligation to pay any fee to Us and that you are obliged to report to Us in a timely manner should any attempt to do so are made known to you, failing which We reserve the right to report you to the relevant authorities, initiate legal action against you and bar you from engaging Carro Services whether at present or in the future.

2. Services Provided By Us & Fee (if any).

We provide the following services:-

2.1 representing you as a facilitator for the sale of Your Used Vehicle;

2.2 conducting a preliminary physical inspection on Your Used Vehicle and collecting details and photographs of Your Used Vehicle and the Transaction Documents at:-

2.2.1 any one of Our RX-2 during Our operating hours; or

2.2.2 subject always to Our availability and your prior appointment with Our dedicated staff, at your selected location in Malaysia;

2.3 advising you on the recommended listing and/or sale price of Your Used Vehicle;

2.4 attending to the listing of Your Used Vehicle on the Platform and communicating the details of Your Used Vehicle to Our Partner Buyers;

2.5 conducting a Bidding Event in an attempt to obtain a competitive Offer Price for Your Used Vehicle;

2.6 communicating to you the bid price; and

2.7 facilitate the ownership transfer process of Your Used Vehicle (in which you shall undertake to do everything necessary to procure the transfer of Your Used Vehicle's ownership) and remit payment to you upon Our receipt of the purchase price (being the final bid price accepted by you) from Our Partner Buyers or purchaser AND your delivery of

the physical possession of Your Used Vehicle and the Transaction Documents to Us.

Subject always to the completion of the sale and purchase of Your Used Vehicle and in consideration of the Bidding Related Services above, We shall be entitled to charge a fee made known to you prior to the provision of the Bidding Related Services.

3. Bidding of Your Used Vehicle & Acceptance

3.1 You expressly authorize Us to list Your Used Vehicle on the Platform for the Bidding Event without further reference to you and the starting bid price for Your Used Vehicle shall be an amount recommended by Us taking into account the market value of Your Used Vehicle prior to the Bidding Event.

3.2 You shall indicate your Acceptance of any bid within twenty-four (24) hours (or such other period as We may determine at Our sole discretion) after the closing of the Bidding Event, failing which you shall be deemed to have rejected all bids. Upon your Acceptance of any bid, you shall be obliged to sell Your Used Vehicle to the successful bidder.

3.3 The price at which Acceptance occurs shall be known as "Acceptance Price".

4. Payment of Acceptance Price

Upon your Acceptance, We shall procure payment of the Acceptance Price:-

4.1 in the event you are NOT purchasing a vehicle from Us, in accordance with Item 5 Part B2 of these Carro Services T&C; or

4.2 in the event you are purchasing Your New Vehicle from Us, the Acceptance Price shall be set-off against any Deposit required for Your New Vehicle; and

4.2.1 in the event that there remains any Acceptance Price after setting-off the Deposit required, such remaining part of the Acceptance Price shall be released to you in accordance with Item 5 Part B2 of these Carro Services T&C; or

4.2.2 in the event that the Acceptance Price is insufficient for setting-off the Deposit required, you shall first pay the outstanding Deposit in accordance with Part C of these Carro Services T&C.

5. Delivery and Completion of Sale

5.1 Subject always to Our availability and your prior appointment with Our dedicated staff, you shall arrange for delivery of Your Used Vehicle and Transaction Documents to Us within five (5) days from your Acceptance date at one of Our RX-2 or We shall arrange for collection at an agreed location in Malaysia between Our dedicated staff and you.

5.2 Your Used Vehicle shall be subject to a further inspection to verify the conditions of Your Used Vehicle since the first inspection.

5.3 In the event We are satisfied with the condition of Your Used Vehicle; and

5.3.1 Your Used Vehicle is subject to any facility or hire purchase with a third party (including a financial institution), We shall be entitled to arrange for the settlement of the Outstanding Amount and you shall provide or procure for a redemption letter and a settlement letter from the financial institution for purpose of evidencing the same for Our reference and recordkeeping. The Outstanding Amount settled shall be set-off against the Acceptance Price. You shall provide or procure the third party (including a financial institution) to produce Carro with a settlement letter of the facility/hire purchase upon Carro's full settlement thereof.

(a) In the event there remains any part of the Acceptance Price after setting-off the Outstanding Amount (and the Deposit in accordance with Item 4.2 Part B2 of these Carro Services T&C, if applicable), We shall arrange for it to be remitted to you (less any agreed applicable fee) within twenty-four (24) hours upon your delivery of physical possession of Your Used Vehicle and the Transaction Documents to Us provided always that the full purchase price has been received by Us from Our Partner Buyers or purchaser.

(b) In the event the Acceptance Price is insufficient to set-off against the Outstanding Amount, you shall first settle such difference before We arrange for the remittance of the Acceptance Price to the relevant third party (including a financial institution). Thereafter you shall immediately deliver to Us the physical possession of Your Used Vehicle and the Transaction Documents.

5.3.2 If your Used Vehicle is unencumbered, you shall immediately deliver to Us the physical possession of Your Used Vehicle and the Transaction Documents and We will arrange for remittance of the Acceptance Price (less any agreed applicable fee) to you within twenty-four (24) hours upon your delivery of physical possession of Your Used Vehicle and the Transaction Document to Us provided always that the full purchase price has been received by Us from Our Partner Buyers or purchaser.

5.3.3 In the event We are not satisfied with the condition of Your Used Vehicle (which may arise due to factors including but not limited to that Your Used Vehicle was involved in a major accident, flood, fire, frame damage, mileage tempering, odometer fraud and/or has been declared total loss or BER since the first inspection), on behalf of Our Partner Buyers, We shall be entitled to:-

(a) terminate the Offer and your Acceptance with immediate effect. We shall not have any liability towards you under whatsoever circumstances and you shall not have any claims against Carro for the cancellation of the sale of Your Used Vehicle; or

(b) make a fresh Offer upon which these Carro Services T&C shall apply to such fresh Offer.

PART B3 : GENERAL TERMS ON SELLING YOUR USED VEHICLE

1. Use of Your Used Vehicle Pending Delivery and Completion of Sale

In the event that due to any reason whatsoever, We and/or Our Partner Buyers have remitted any amount to a third party (including a financial institution which Your Used

Vehicle is under hire pursuant to a hire purchase arrangement) but have yet to take physical possession of Your Used Vehicle or the transfer of ownership of Your Used Vehicle to Us has yet to take effect, you acknowledge and agree that:-

- 1.1 ownership of Your Used Vehicle rests with Us or Our Partner Buyers and that you are holding Your Used Vehicle on trust for Us or Our Partner Buyers;
- 1.2 until such time that We have taken physical possession and ownership of Your Used Vehicle, you shall not use Your Used Vehicle any further save and except to procure delivery of physical possession to Us and shall not deal with Your Used Vehicle any further save and except to procure transfer of ownership to Us or Our Partner Buyers; and
- 1.3 in the event that the condition of Your Used Vehicle shall change or be altered in any manner whatsoever since Our last inspection, We and/or Our Partner Buyers shall be entitled to terminate the transaction with no further liability towards you and shall be entitled to recover from you all such sums paid towards the purchase of Your Used Vehicle from you.

2. Your Warranties

2.1 In consideration of all of the above, you represent and warrant to Us that:-

- 2.1.1 you are the rightful, registered, legal and beneficial owner of Your Used Vehicle and have the absolute power, right and authority to enter into the arrangements contemplated here and the entering of these Carro Services T&C and/or sale of Your Used Vehicle will not breach any agreement, provision and/or covenant with any third party;
- 2.1.2 save and except as notified by you prior to your Acceptance, Your Used Vehicle is free and clear from all liens, loans and encumbrances;
- 2.1.3 Your Used Vehicle is not stolen good, obtained fraudulently, has been used in any illegal activities, involved in any crime and/or installed with any illegal parts and/or accessories thereon;
- 2.1.4 the chassis number, engine number, mileage and/or odometer of Your Used Vehicle shall not have been tampered with;
- 2.1.5 Your Used Vehicle has not undergone any replacement of engine and/or modification without endorsement from the appropriate authorities and in contravention of any applicable laws, directives, instructions, laws, guidelines, procedures, codes, regulations, standard operating procedures (SOP), policies, standards and/or rules of any regulatory bodies, authorities, government, court, tribunal and/or other judicial authority at all times;
- 2.1.6 Your Used Vehicle shall be free from any summons, fines, penalties and/or outstanding parking fees and We shall not be held responsible and/or liable to any summons, fines, penalties and/or outstanding parking fees that has been incurred prior to and/or at the time of sale of Your Used Vehicle to Us, Our Partner Buyers and/or purchaser. You shall indemnify Carro against any and all liability, damage, loss, or

expense suffered or incurred by Carro arising out of such summons, fines, penalties and/or outstanding parking fees;

2.1.7 Your Used Vehicle shall be free from any lawsuits, claims, injunctions, investigations, proceedings, legal and/or any regulatory actions. You shall indemnify Carro against any and all liability, damage, loss, or expense suffered or incurred by Carro arising out of such lawsuits, claims, injunctions, investigations, proceedings, legal and/or any regulatory actions;

2.1.8 Your Used Vehicle shall be roadworthy, fully serviced and comply with all requirements of the Road Transport Department of Malaysia;

2.1.9 you shall promptly inform and disclose to Us any defectiveness and/or condition relating to Your Used Vehicle that is made known or should have made known to you at any time prior to, during or after the Offer or Bidding Event and shall continue to keep Us informed of the condition of Your Used Vehicle at all time until Your Used Vehicle is successfully sold and delivered to Our possession. For the avoidance of doubt, "defectiveness" shall include but not limited to major accident, flood, fire, frame damage, total loss, replacement of engine, cut and joint, modification, engine drivetrain, transmission, other major mechanical and/or electric parts that do not operate (including problems with steering, clutch, suspension and/or brakes) and "condition" shall include but not limited to all information regarding the ownership, history, accident record, financing and/or insurance particulars of Your Used Vehicle;

2.1.10 the condition of Your Used Vehicle on the date We receive or take physical possession of Your Used Vehicle is the same as the condition of Your Used Vehicle during the inspection of Your Used vehicle and/or as at the publication of the inspection report;

2.1.11 the Transaction Documents and any other documents related to Your Used Vehicle are complete, up-to-date and genuine;

2.1.12 should Your Used Vehicle be subject to any outstanding facility or hire purchase amount with a third party (including a financial institution), whether presently or previously, you shall procure or cause to be procured that the *e-batal* slip be furnished to the relevant authorities;

2.1.13 you have obtained and will continue to maintain all related documentation, insurance, permit(s) and/or license(s) required for Your Used Vehicle, including but not limited to permits and licenses which shall be obtained from authorized government officials or pursuant to such applicable laws and requirements and shall submit copies of such permit(s) and/or license(s) to Us, where required; and

2.1.14 all information provided by you to Us is true, up-to-date and accurate; and

2.1.15 in relation to Your Used Vehicle's condition, Your Used Vehicle:

- (i) has not been affected by flood, fire and/or frame damage;
- (ii) has not been involved in major accident;
- (iii) has not been involved in a vehicle cloning activity;

- (iv) has not been declared as a total loss or BER;
- (v) has not been a "cut and join" (*kereta potong*) or blacklisted by any government authority;
- (vi) is not a used government official vehicle; and/or
- (vii) is not with chassis or engine number not visible.

2.1.16 Should you wish to retain your Used Vehicles' number plate ("**Interchange**"), you shall promptly and without delay promptly do all acts and execute all documents whenever requested by Us and the relevant authorities to give effect to the Interchange.

2.2 If any of Your Warranties (save for Item 2.1.7 of Part B3 of these Carro Services T&C) shall at any time hereafter be found to have been untrue, incorrect, misleading and/or inaccurate in any respect, in such event and notwithstanding anything to the contrary herein contained and without prejudice to any of Our other rights and remedies stated herein and/or under the laws (including institution of legal proceedings against you), We shall have the right to terminate the entire sale transaction of Your Used Vehicle, remove the listing of Your Used Vehicle from the Platform and/or terminate these Carro Services T&C with you whereupon We shall be entitled to demand you to refund to Us the full purchase price remitted by Us and in exchange, We will return to you the physical possession of Your Used Vehicle and the Transaction Documents delivered and deposited by you to Us.

2.3 If your warranty referred to in Item 2.1.7 of Part B3 of these Carro Services T&C shall at any time hereafter be found to have been untrue, incorrect, misleading and/or inaccurate in any respect, in such event and notwithstanding anything to the contrary herein contained and without prejudice to any of Our other rights and remedies stated herein or under the laws (including institution of legal proceedings against you), We shall have the right to terminate the entire sale transaction of Your Used Vehicle, remove the listing of Your Used Vehicle from the Platform and/or terminate these Carro Services T&C with you whereupon We shall be entitled to demand you to refund to Us the full purchase price remitted by Us. In the event Your Used Vehicle is under the custody of relevant authorities or is transferred into the custody of the relevant authorities, you acknowledge that We are in no position to return to you the physical possession, ownership and the Transaction Documents of Your Used Vehicle delivered and deposited by you to Us. Therefore, you acknowledge that We shall not be obliged to return to you the physical possession, ownership and the Transaction Documents of Your Used Vehicle delivered and deposited by you to Us.

2.4 We reserve the right to report you to the relevant authorities if We have proof or reasonably believe that you have undertaken fraudulent or illegal practice and/or activities with regard to Your Used Vehicle and/or undertaken any activities harmful and/or prejudicial to Us during the course of Carro Services.

3. **Non-Registration**

3.1 In the event the legal ownership of Your Used Vehicle cannot be transferred for whatsoever reason, We shall be entitled:-

3.1.1 to demand you to refund to Us/Our Partner Buyers the full purchase price remitted by Us/Our Partner Buyers to you and/or such third party for the purpose of purchasing

Your Used Vehicle; and

3.1.2 in exchange and provided that your Used Vehicle is not under the custody of relevant authorities or is transferred into the custody of the relevant authorities, We will return to you the physical possession of Your Used Vehicle and the Transaction Documents delivered and deposited by you to Us/Our Partner Buyers pursuant to the above. In the event Your Used Vehicle is under the custody of relevant authorities or is transferred into the custody of the relevant authorities, you acknowledge that We are in no position to return to you the physical possession, ownership and the Transaction Documents of Your Used Vehicle delivered and deposited by you to Us. Therefore, you acknowledge that We shall not be obliged to return to you the physical possession, ownership and the Transaction Documents of Your Used Vehicle delivered and deposited by you to Us. Further, you shall not have any claims against Carro for the cancellation of the sale of Your Used Vehicle

4. Other Services

If you require any of Our authorised employee, representative and/or agent to drive Your Used Vehicle as part of the provision of Our Carro Services to facilitate the sale of Your Used Vehicle, you shall authorize and nominate such person to be a driver and you agree that, except those warranties which are implied by and incapable of exclusion, restriction and/or modification under the laws applicable to these Carro Services T&C, neither We nor such authorized person shall be liable for any loss and/or damage to Your Used Vehicle and any other losses, damage, cost and/or expenses whatsoever and howsoever caused (including without limitation to the loss of no-claim bonus in respect of Your Used Vehicle's insurance) unless it is due to Our gross negligence, fraud or wilful default. You further agree and acknowledge that, except those warranties which are implied by and incapable of exclusion, restriction and/or modification under the laws applicable to these Carro Services T&C, We and Our employees, representatives and/or agents shall have no responsibility for risk and/or liability arising from bodily injury, death and/or property damage due to the negligence of a third party while providing the Carro Services. We do not however exclude liability for death or personal injury caused by Our gross negligence, fraud or wilful default or any other liability that cannot be excluded and/or limited by laws applicable to these Carro Services T&C. None of your statutory rights are affected.

PART C : BUYING YOUR NEW VEHICLE OR YOUR AS-IS VEHICLE

You may buy Your New Vehicle or Your As-Is Vehicle from Us via the Platform.

To facilitate the above, you may opt to:-

- (a) apply for financing for the purchase via one of Our Partner Financiers; and/or
- (b) apply and purchase vehicle insurance via Partner Insurers.

PART C1 : BUYING YOUR NEW VEHICLE FROM US

1. Offer to Purchase Your New Vehicle and Booking Fee

1.1 You shall indicate your Offer to Purchase by selecting Your New Vehicle via the Platform and submitting the requisite information and documents indicated on the Platform and

requested by Us from time to time. By placing an Offer to Purchase, you represent and warrant that you have read and understood and accepted the Report published on the Platform accompanying Your New Vehicle. You further acknowledge that your Offer to Purchase is based on the condition of Your New Vehicle as stated in the Report.

1.2 Upon Our receipt of your Offer to Purchase, you will be provided with a written statement complying with Part I & II Second Schedule Hire-Purchase Act 1967, or a sales order detailing among others, particulars relating to your financial obligations pursuant to the Offer to Purchase.

1.3 You shall thereafter make payment of the Booking Fee indicated on the Platform.

1.4 Your Offer to Purchase shall be deemed accepted only upon Our receipt of the Booking Fee for Your New Vehicle and Our issuance of a receipt acknowledging the receipt of the Booking Fee.

1.5 Your Offer to Purchase is not transferable.

2. Cancellation of Offer to Purchase

2.1 You are entitled to cancel your Offer to Purchase at any time by writing to Us and you shall not have any claims against Us for the cancellation of your Offer to Purchase.

2.2 Upon Our receipt of your written cancellation, We will refund the Booking Fee to you. We reserve the right and shall be entitled (but not obligated) to make Your New Vehicle available to another potential buyer as We deem fit.

3. Payment of Deposit

3.1 In the event you are purchasing Your New Vehicle by cash, you shall pay the Deposit of Your New Vehicle within seven (7) days from the payment date of the Booking Fee.

3.2 In the event you are purchasing Your New Vehicle by way of financing, you shall pay the Deposit of Your New Vehicle upon execution of the facility or financing agreement which shall be within seven (7) days from the payment date of the Booking Fee.

4. 4-Day Booking Policy

4.1 Upon your payment of the Booking Fee being not more than one percent (1%) of the purchase price of Your New Vehicle to Us, We shall reserve Your New Vehicle for four (4) days only from the date of Our receipt of your Booking Fee.

4.2 If you are unable to pay the Deposit within four (4) days from the payment date of the Booking Fee, you shall be deemed to have cancelled your Offer to Purchase and We reserve the right and shall be entitled (but not obligated) to make Your New Vehicle available to another potential buyer as We deem fit.

4.3 We may (but not obligated to) source for the next option available for you ("Next Option"). You shall not be obligated to accept the Next Option. If you refuse the Next Option, We shall refund to you the Booking Fee.

5. Delivery and Completion of Purchase

5.1 Upon Our receipt of the Deposit, the balance purchase price and such other fee payable (if any) in full by you to Us, We shall on the Delivery Date, ensure that:-

5.1.1 We deliver to you Your New Vehicle;

5.1.2 We execute or provide you with the Transaction Documents relating to transfer of ownership of Your New Vehicle in your favour;

5.1.3 the ownership of Your New Vehicle is duly registered unto your name; and

5.1.4 We deliver to you or your financier, as the case may be, the car grant or the vehicle ownership certificate of Your New Vehicle.

5.2 At your choice, physical possession of Your New Vehicle shall be delivered to you at:-

5.2.1 one of Our RX-2; or

5.2.2 your selected location in Malaysia provided always that We shall be entitled to charge a fee in the event your selected location is outside Our Delivery Area. The applicable fee shall be notified to you prior to the delivery and shall be paid to Us before We deliver Your New Vehicle to you.

5.3 You shall sign-off a Delivery Order upon acceptance of the physical possession of Your New Vehicle which shall indicate amongst others, the mileage of Your New Vehicle. You acknowledge that the risk of damage to and/or loss of Your New Vehicle shall pass or be transferred to you upon the signing off of the Delivery Order.

5.4 You acknowledge that:-

5.4.1 the purchase of Your New Vehicle is on an "as-is" and "willing buyer willing seller" basis;

5.4.2 the Report is solely informational and strictly limited to the scope stated therein and shall not be relied upon as definite assessment of Your New Vehicle;

5.4.3 you shall have conducted your own due diligence on Your New Vehicle prior to the expiry of the 5-Day Period and has satisfied yourself of the condition and status of Your New Vehicle;

5.4.4 any knowledge about the status and condition of Your New Vehicle by Us is as stated in the Report only and you shall be responsible to satisfy yourself on any other matters not expressly stated therein; and

5.4.5 you shall be deemed to be irrevocably satisfied with the condition and status of Your New Vehicle upon expiry of the 5-Day Period.

6. 5-Day Test to Own & Return of Your New Vehicle

6.1 You shall be entitled to change your mind and sell back Your New Vehicle to Us within the 5-Day Period in the following circumstances only:-

6.1.1 you notify Us of your decision not later than the last business day prior to the expiry of the 5-Day Period and Your New Vehicle is delivered to Us prior to the expiry of Our business hours on the 5th day. For avoidance of doubt, the 5-Day Period shall expire at Our closing business hours on the 5th day;

6.1.2 Your New Vehicle shall not have been driven for more than 300kilometres on the date of refund (calculated from the date of delivery);

6.1.3 there is no any damage, destruction (fair wear and tear excepted), illegal installations, mileage tempering, odometer fraud and/or has not been declared BER or total loss, "cut and join", Your New Vehicle has not been involved in any minor or major accident, flood, fire, frame damage and shall remain roadworthy;

6.1.4 Your New Vehicle is free from any summons, fines, penalties, lawsuits, claims, investigations, proceedings, legal and/or regulatory actions, outstanding parking fees and/or have not been blacklisted. You shall indemnify Carro against any and all liability, damage, loss, or expense suffered or incurred by Carro arising out of such summons, fines, penalties, lawsuits, claims, investigations, proceedings, legal and/or regulatory actions, outstanding parking fees and/or blacklisting;

6.1.5 you have not sold, encumbered or granted any right or interest whatsoever over Your New Vehicle to any third party; and

6.1.6 the petrol tank shall contain substantially the same amount of petrol as that when Your New Vehicle was delivered to you.

6.2 For avoidance of doubt, We shall not be liable for any costs incurred by you during the 5-Day Period including but not limited to customizations, upgrades, repair and/or washing of Your New Vehicle.

6.3 Upon Our receipt of your notification pursuant to Item 6.1.1 of Part C1 of these Carro Services T&C, you shall ensure that Your New Vehicle is available for inspection at any one of Our RX-2 within the next two (2) days. In the event We are satisfied that the conditions in Item 6.1 of Part C1 of these Carro Services T&C are met:-

6.3.1 We shall immediately take possession of Your New Vehicle;

6.3.2 you shall immediately execute all necessary Transaction Documents for the transfer of ownership of Your New Vehicle to Us;

6.3.3 you shall immediately notify your Partner Financiers and Partner Insurers of your decision; and

6.3.4 subject always to the successful transfer of ownership of Your New Vehicle from you to Us and deduction of all costs, fees, charges and/or expenses charged by third parties including Our Partner Financiers, Partner Insurers and/or the relevant authorities, We shall refund to you the purchase price of Your New Vehicle (less the aforesaid deduction) paid by you to Us after Our receipt of the physical possession of Your New Vehicle and the Transaction Documents.

7. Warranty

7.1 In the event Your New Vehicle possesses a valid warranty provided by its original manufacturer, Carro Certified or Carro Certified Lite shall commence upon the expiry of the original manufacturer's warranty. You acknowledge and agree with the terms and conditions of Carro Certified or Carro Certified Lite.

7.2 You shall surrender Your New Vehicle at any one of Our RX-2 for an inspection, at least six (6) months prior to the expiration of its original manufacturer's warranty, in order for Your New Vehicle to be eligible for Carro Certified or Carro Certified Lite, failing which Carro Certified or Carro Certified Lite shall be considered invalid for Your New Vehicle.

8. Carro After-Sales Service

8.1 Our after-sales service shall exclusively be available at Our RX-3 centre.

Vehicle Service

8.1.1 It is compulsory to book an appointment in advance prior to surrendering Your New Vehicle for Our after-sales service at Our RX-3 centre.

8.1.2 You shall make the necessary payments either in one lump sum cash payment, by online transfer, by bank draft or by cheque. For the avoidance of doubt, in the event you use cheque or banker's draft as the payment method, you shall only be able to claim possession of Your New Vehicle upon the cheque's or banker's draft's clearance.

PART C2 : BUYING YOUR AS-IS VEHICLE FROM US

1. Offer to Purchase Your As-Is Vehicle and Booking Fee

1.1. You shall indicate your Offer to Purchase by selecting Your As-Is Vehicle via the Platform and submitting the requisite information and documents indicated on the Platform and requested by Us from time to time. By placing an Offer to Purchase, you represent and warrant that you have read, understood and accepted the Report published on the Platform accompanying Your As-Is Vehicle. You further acknowledge that your Offer to Purchase is based on the "as is" condition of Your As-Is Vehicle as stated in the Report, with no re-conditioning by Us and no warranties, including but not limited to the engine, gearbox, and mileage.

1.2. Upon Our receipt of your Offer to Purchase, you will be provided with a written statement complying with Part I & II Second Schedule Hire-Purchase Act 1967, or a sales order detailing among others, particulars relating to your financial obligations pursuant to the Offer to Purchase.

1.3. You shall thereafter make payment of the Booking Fee indicated on the Platform.

1.4. Your Offer to Purchase shall be deemed accepted only upon Our receipt of the Booking Fee for Your As-Is Vehicle and Our issuance of a receipt acknowledging the receipt of the Booking Fee

1.5. Your Offer to Purchase is not transferable.

2. Cancellation of Offer to Purchase

2.1. You are entitled to cancel your Offer to Purchase at any time prior to the payment of the Deposit by writing to Us and you shall not have any claims against Us for the cancellation of your Offer to Purchase.

2.2. Upon Our receipt of your written cancellation, We will refund the Booking Fee to you. We reserve the right and shall be entitled (but not obligated) to make Your As-Is Vehicle available to another potential buyer.

3. Payment of Deposit

3.1. In the event you are purchasing Your As-Is Vehicle by cash, you shall pay the Deposit of Your As-Is Vehicle within four (4) days from the payment date of the Booking Fee.

3.2. In the event you are purchasing Your As-Is Vehicle by way of financing, you shall pay the Deposit of Your As-Is Vehicle upon execution of the facility or financing agreement which shall be within four (4) days from the payment date of the Booking Fee.

4. 4-Day Booking Policy

4.1. Upon your payment of the Booking Fee being not more than one percent (1%) of the purchase price of Your As-Is Vehicle to Us, We shall reserve Your As-Is Vehicle for four (4) days only from the date of Our receipt of your Booking Fee.

4.2. If you are unable to pay the Deposit within four (4) days from the payment date of the Booking Fee, you shall be deemed to have cancelled your Offer to Purchase and We reserve the right and shall be entitled (but not obligated) to make Your As-Is Vehicle available to another potential buyer as We deem fit.

4.3. We may (but not obligated to) source for the next option available for you ("Next Option"). You shall not be obligated to accept the Next Option. If you refuse the Next Option, We shall refund to you the Booking Fee.

5. Delivery and Completion of Purchase

5.1. Upon Our receipt of the Deposit, the balance purchase price and such other fee payable (if any) in full by you to Us, We shall on the Delivery Date, ensure that:-

5.1.1. We deliver to you Your As-Is Vehicle;

5.1.2. We execute or provide you with the Transaction Documents relating to transfer of ownership of Your As-Is Vehicle in your favour;

5.1.3. the ownership of Your As-Is Vehicle is duly registered unto your name; and

5.1.4. We deliver to you or your financier, as the case may be, the car grant or the vehicle ownership certificate of Your As-Is Vehicle.

5.2. At your choice, physical possession of Your As-Is Vehicle shall be delivered to you at:

5.2.1. one of Our RX-2; or

5.2.2. your selected location in Malaysia provided always that We shall be entitled to charge a fee in the event your selected location is outside Our Delivery Area. The applicable fee shall be notified to you prior to the delivery and shall be paid to Us before We deliver Your As-Is Vehicle to you.

5.3. Upon acceptance of the physical possession of Your As-Is Vehicle, you shall sign a Delivery Order, which shall indicate your acceptance, amongst others, the “as-is” condition and mileage of Your As-Is Vehicle. You acknowledge that the risk of damage to and/or loss of Your As-Is Vehicle shall pass or be transferred to you upon the signing off of the Delivery Order.

5.4. You acknowledge and agree that:-

5.4.1. the purchase of Your As-Is Vehicle is on an “as is” and “willing buyer willing seller” basis;

5.4.2. the Report is solely informational and strictly limited to the scope stated therein and shall not be relied upon as definite assessment of Your As-Is Vehicle;

5.4.3. there may be potential failures that are internal to the engine, transmission, electrical system or any other components of Your As-Is Vehicle, which may not be evident as at the date of the Report and therefore no implied or expressed warranties or guarantees of any kind are purported to be given by Carro in connection with the Report;

5.4.4. Carro shall not be liable for any omissions, inaccuracies, failures or negligence in producing the Report, including but not limited to, the condition, status and mileage of Your As-Is Vehicle;

5.4.5. Carro shall not guarantee that any errors, inaccuracies or omissions will be corrected and shall not be obliged to update the Platform or the Report;

5.4.6. all implied terms and warranties (including but not limited to merchantability, roadworthiness, fitness for purpose etc.) that may arise by implication of law shall be excluded;

5.4.7. all implied terms and warranties under the Sale of Goods Act 1957 (as may be amended from time to time) (“SOGA”) shall be excluded pursuant to Section 62 of SOGA;

5.4.8. any knowledge about the status and condition of Your As-Is Vehicle by Us is as stated in the Report only and you shall be responsible to satisfy yourself on any other matters not expressly stated therein;

5.4.9. you have conducted due diligence on the Your As-Is Vehicle and have satisfied of the condition and status of Your As-Is Vehicle;

5.4.10. prior to taking possession of Your As-Is Vehicle, you have inspected Your As-Is Vehicle and are satisfied with the condition and status of Your As-Is Vehicle; and

5.4.11. upon taking possession of Your As-Is Vehicle, you shall be deemed to be irrevocably satisfied with the condition and status of Your As-Is Vehicle and you shall have no claims or demands whatsoever against Carro.

PART C3 : GENERAL TERMS ON YOUR PURCHASE OF YOUR NEW VEHICLE OR YOUR AS-IS VEHICLE

1. Test Drive

Any test drive of Your New Vehicle or Your As-Is Vehicle shall be subject to these Carro Services T&C and any additional terms and conditions that is imposed by Our respective RX- 2 outlets which is made known to you prior to the test drive.

1.1 Qualification: Test drive is subject to you satisfying Our eligibility criteria determined from time to time (which includes that you must hold a valid Malaysia drivers' license appropriate to Your New Vehicle or Your As-Is Vehicle to be test driven and a Malaysian identity card or passport, whichever is applicable). You represent and warrant that you have the necessary licenses and are fit and proper to conduct the test drive.

1.2 Availability: Test drive is subject to availability of Your New Vehicle or Your As- Is Vehicle and Our schedule. Notwithstanding this, We reserve the right to withdraw the test drive, for whatsoever reason and without any liability to you for doing so.

1.3 Test Drive: You may test drive Your New Vehicle or Your As-Is Vehicle for not more than thirty (30) continuous minutes or only within the specified time provided by Us along the routes as We may designate from time to time, accompanied by Our dedicated staff and you shall exercise due care and caution at all times. The starting point and ending point of the Test Drive shall be the same location unless agreed otherwise by Us. You may only use the test drive for evaluation of Your New Vehicle or Your As-Is Vehicle only. You will be responsible for all toll fees, parking fees, any summons and/or fines arising from the Test Drive. You shall indemnify Carro against any and all liability, damage, loss, or expense suffered or incurred by Carro arising out of such toll fees, parking fees, summons and/or fines. In relation to toll fees, parking fees, summons and/or fines, We reserve the right to pay first and shall be entitled to recover the same from you.

1.4 Risk: You shall be liable for any loss or damage to Your New Vehicle or Your As- Is Vehicle including any injury and/or death to our dedicated staff, any third party using it and/or to any person as a consequence of your test drive (including risks, dangers, hazards and/or damages arising out of minor fender bender, collision with non-moving objects and/or major accidents) due to your act, omission, default, negligence and/or inaction and your undertake to make good such loss, damage and/or injury at your own cost and expense to Our satisfaction.

1.5 Ownership: The ownership of Your New Vehicle or Your As-Is Vehicle shall remain with Us at all times and you shall not, without Our prior written consent, offer to sell, assign, lease, mortgage, charge, encumber and/or part with possession or otherwise deal with Your New Vehicle or Your As-Is Vehicle nor create or allow any lien over Your New Vehicle or Your As-Is Vehicle.

1.6 Condition: Your New Vehicle or Your As-Is Vehicle should be returned to Us in the same condition as when Your New Vehicle or Your As-Is Vehicle was collected by or delivered to you save for fair and reasonable use of fuel. No changes shall be made to Your New Vehicle or Your As-Is Vehicle (including any repair) and no accessories and/or parts are to be removed.

1.7 Your Undertaking: During the test drive, you shall comply with all related road traffic acts and/or such other applicable legislations. You authorize Us to provide information relating to you (including your personal data) in response to any request by the police and/or any other relevant authorities for purposes and/or reasons relating to your test drive.

1.8 Termination of Test Drive or Post Test Drive: In the event of any non-compliance of the terms herein, any applicable laws, regulations and/or any misconduct by you, We shall be entitled to terminate the test drive immediately and/or take such other actions as We deem proportionate to the breach and/or the misconduct including barring you from future test drive with Us.

2. Dealings with Our Partners (Partner Financiers & Partner Insurers)

2.1 We seek to provide you a hassle-free and convenient route to vehicle ownership and thus have identified various Partners to supplement Carro Services. Though We may recommend their services and/or products to you, you are not obliged to engage with them and as such, any dealings that you may have with them is at your independent choice and risk.

2.2 Further, your engagement with Our Partners and/or acceptance of their services and/or products may be subject to further terms and conditions as may be agreed between you and Our Partners and We do not have any authority to interfere on the same.

2.3 We shall not be held liable for any commitments made by Our Partners and any costs and/or expenses you incur (including but not limited to processing fees, deposits), loss and/or damages that may arise from Our Partner's failure to honour such commitments (including but not limited to deposits with and processing fees charged by vehicle insurer and financier), except those warranties which are implied by and incapable of exclusion, restriction and/or modification under the laws applicable to these Carro Services T&C.

3. Application for Financing and Insurance (if any)

3.1 You authorize Us to provide information relating to you (including your personal data) to Our Partner Financiers and Partner Insurers for the purpose of Our Partner

Financiers and Partner Insurers offering you a financing facility and insurance for the purchase of Your New Vehicle or Your As-Is Vehicle.

3.2 Your eligibility for such financing and vehicle insurance is subject to Carro Services T&C and any additional terms and conditions imposed by Our Partner Financiers and Partner Insurers which would be made available to you from time to time.

4. Limitations of Liability

4.1 Your use of the Platform is at your sole risk. We disclaim any express or implied warranties of accuracy, timeliness, currentness, completeness, non-infringement, fitness for purpose, merchantability or applicability of the Platform for any purpose, except those warranties which are implied by and incapable of exclusion, restriction and/or modification under the laws applicable to these Carro Services T&C.

4.2 We shall not be liable to you in the following circumstances:-

4.2.1 any breach of and/or non-adherence of these Carro Services T&C and/or any applicable directives, instructions, laws, guidelines, procedures, codes, principles, regulations, standard operating procedures (SOP), policies, standards and/or rules by you and/or any other third party;

4.2.2 any omission, inaccuracies, failures or negligence on Our part in producing the Report;

4.2.3 any claims or demands against Us regarding Your New Vehicle or Your As-Is Vehicle, as you have conducted your own due diligence on Your New Vehicle or Your As-Is Vehicle and are satisfied with its condition and status upon taking possession;

4.2.4 any fines, summons, fees or any claims arising from Your New Vehicle or Your As-Is Vehicle from the Delivery Date;

4.2.5 any act, omission, default, negligence and/or breach by you and/or any other third party;

4.2.6 when We adhere to the applicable directives, instructions, laws, guidelines, procedures, codes, principles, regulations, standard operating procedures (SOP), policies, standards and/or rules of any regulatory bodies, authorities, government, court, tribunal and/or other judicial authority; and/or

4.2.7 when any Force Majeure Event occurs.

4.3 Further, We shall not be liable to you for any: (a) indirect, incidental, consequential, punitive or special damages whatsoever; or (b) loss of profits, loss of business, loss of opportunity or loss of goodwill, arising out of or in connection with these Carro Services T&C.

4.4 We do not however exclude liability that cannot be excluded or limited by laws applicable to these Carro Services T&C. None of your statutory rights are affected.

4.5 Without prejudice to the generality of the foregoing, Our entire aggregate liability for all claims made in respect of or in connection with these Carro Services T&C, howsoever arising, shall in no circumstances exceed the amount equivalent to (i) the Offer Price or Acceptance Price or (ii) the purchase price of Your New Vehicle or Your As-Is Vehicle, whichever is lower PROVIDED that Our said liability shall be reduced to the extent that the same shall be caused or contributed to by any act, omission, misconduct, default or breach of Our Partners, Partner Buyers and/or you. If you can make claims from your insurance company(ies), then you should do so. Our liability to you shall also be reduced to the extent of your claims from such insurance company(ies).

5. Indemnity and Waiver

5.1 You shall indemnify and keep Us and Our holding company, related company, parent company, subsidiary, associate and/or any entity directly or indirectly affiliated with Our company from time to time, and/or Our individuals, employees, officers, subcontractors and/or agents as We may duly appoint as Our representatives fully indemnified against all actions, claims, proceedings, demands, losses, damage, costs and/or expenses (including legal costs on an indemnity basis) which We may sustain, incur or pay arising from or in connection with:-

5.1.1 your act, omission, breach, default, negligence and/or misconduct;

5.1.2 any omissions, inaccuracies, failures, or negligence on Our part in producing the Report. You waive any claims, demands, or actions arising out of or in connection with such omissions, inaccuracies, failures, or negligence;

5.1.3 any issues arising out of Your Used Vehicle or Your New Vehicle or Your As-Is Vehicle;

5.1.4 any issues arising out of Your As-Is Vehicle, including but not limited to its condition, status, or mileage. You confirm that you have conducted your own due diligence regarding the condition and status of Your As-Is Vehicle and are satisfied with such condition and status upon taking possession. As such, you waive any claims or demands against Us concerning the aforementioned aspects of Your As-Is Vehicle; and

5.1.5 any breach or non-observance by you of any of the obligations, provisions, representations and/or warranties under these Carro Services T&C.

6. Platform

6.1 We shall not warrant that the functions contained in the Platform will be uninterrupted, error-free, that defects will be corrected and/or that the Platform will be free of viruses and/or other harmful components.

6.2 In the event of disruptions, delays, failures and/or technological difficulties occurring on the Platform, We reserve the right to use alternative methods to perform the bid and/or accept the bid. All bids shall be kept valid for Acceptance.

6.3 You agree and acknowledge that the use of alternative methods to accept the bid shall be valid and these Carro Services T&C shall be binding.

6.4 The copyright, trademark, patent, database rights, trade secrets, any other intellectual property rights and/or other proprietary rights on the Platform shall remain Our property.

7. GENERAL

7.1 Where any tax is applicable to these Carro Services, We shall be entitled to charge or deduct such amount of tax payable to Us from you

7.2 We shall not be liable to you for any breach, hindrance and/or delay in Our performance of these Carro Services T&C attributable to any cause beyond Our control, including without limitation to:-

- (a) acts of God or natural catastrophe including but not limited to earthquakes, cyclone, storm, fire, explosion, flood, landslide, subsidence, lightning, exceptionally inclement weather, pandemic and/or epidemic;
- (b) war or threat of war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection, militarily usurped power, act of public enemy, sabotage, malicious damage, terrorism and/or civil unrest;
- (c) failure or shortage of power supplies, telecommunication, utility, strike, lockout, labour controversy and/or other industrial action or disturbance;
- (d) trade restriction or disruption, imposition of new governmental regulations, orders and/or laws that substantially hinder or prevent Our performance;
- (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint and/or damage to property by or under the order of any government authority; and/or
- (f) any act, omission, negligence, default, misconduct and/or breach of any third party.

(Each a "**Force Majeure Event**").

In the circumstance that a Force Majeure Event lasts for more than seven (7) days, We shall (but not obliged to) terminate the sale and/or purchase of Your Used Vehicle, Your New Vehicle and/or Your As-Is Vehicle by written notice and without any liability to you.

7.3 We have the right to terminate the sale and/or purchase of Your Used Vehicle, Your New Vehicle and/or Your As-Is Vehicle at any time in the event of the following:-

7.3.1 you are found or suspected to be engaged in activities that are malicious, fraudulent, unethical, immoral, illegal, improper and/or in bad faith;

7.3.2 your conduct being detrimental to Our business interests;

7.3.3 your breach of any applicable laws and regulations;

7.3.4 your breach of any third-party rights;

7.3.5 your breach of any provisions herein; and/or

7.3.6 such other basis as We may deem fit.

7.4 Upon termination of the sale and/or purchase of Your Used Vehicle or Your New Vehicle or Your As-Is Vehicle and without prejudice to any of Our other rights and remedies stated herein, We shall be entitled to:-

7.4.1 claim from you for all liabilities, losses and/or damages (including all solicitors' fees and expenses) suffered by Us;

7.4.2 obtain injunctive relief to prevent your breach or to otherwise enforce the terms herein; and

7.4.3 pursue any other right(s) remedy(ies) available at law or in equity.

7.5 We may assign or novate Our rights and obligations under the terms herein to another entity. You shall not assign your rights and obligations under the terms herein to another person or entity without Our prior written approval.

7.6 Neither the failure or delay by Us to enforce any right, power and/or privilege under any provision of the terms herein, nor the giving of any time or indulgence, shall be considered as a waiver of any of Our rights, powers or privileges under these Carro Services T&C, nor prejudice Our rights, powers or privileges on any subsequent occasions. The waiver by Us of any one of your defaults does not waive subsequent defaults of the same or different kind.

7.7 If any provision of the terms herein is held to be void, invalid and/or unenforceable whole or in part by any judicial or other competent authority, such provision shall be deemed to be deleted from these Carro Services T&C and all other provisions of the terms herein will remain in full force and effect and will not in any way be impaired.

7.8 The terms are governed by the laws of Malaysia. You agree to submit all disputes to the exclusive jurisdiction of the peninsular courts of Malaysia.

PART D : DEFINITIONS

"5-Day Period"	Means five (5) days commencing from the date of delivery of Your New Vehicle to you which shall include the day of delivery and expiring on Our closing business hours on the 5th day.
"5-Day Test to Own"	Means the option to test out Your New Vehicle within the 5-Day Period in which should you change your mind within the 5-Day Period, to sell back Your New Vehicle to Us in accordance with Item 8 Part C1 of these Carro Services T&C.
"Acceptance"	Means your acceptance of Our Offer (Item 3 Part B1 of these Carro Services T&C) or acceptance of a bid (Item 3 Part B2 of these Carro Services T&C).

“Acceptance Price”	Shall have the meaning stipulated in Item 3 Part B2 of these Carro Services T&C.
“Booking Fee”	Means a sum payable by you to Us prior to Our acceptance of your Offer to Purchase, which shall not exceed 1% of the purchase price of Your New Vehicle.
“Bidding Event”	Means the bidding event held on the Platform for the sale of among others, Your Used Vehicle.
“Bidding Related Services”	Means the services rendered by Us as stipulated in Item 2 Part B2 of these Carro Services T&C.
“Carro Certified”	Means a free one (1) year warranty that only covers engine and gearbox of Your New Vehicle.
“Carro Certified Lite”	Means a free three (3) month warranty that only covers engine and gearbox of Your New Vehicle.
“Carro Services”	Means the services rendered by Us, whether partly or wholly through the Platform including facilitating the sale of Your Used Vehicle and the purchase of Your New Vehicle.
“Carro Services T&C”	Means this terms and conditions, as may be updated by Us from time to time by posting the updated terms and conditions on the Platform. Your continued dealing with Us after such changes have been posted shall constitute your acceptance of such revised terms and conditions.
“Delivery Area”	Means the areas in which We will not charge any fees for delivery of Your New Vehicle.
“Delivery Date”	Means such date mutually agreed between you and Our dedicated staff for the delivery or collection of Your New Vehicle to or by you.
“Delivery Order”	Means the order which would accompany Our delivery of Your New Vehicle to you for your confirmation and execution.
“Deposit”	Means a sum equivalent to 10% of the purchase price of Your New Vehicle (less the Booking Fee) or the difference between the amount financed by a third party (including a financial institution) to finance the purchase of Your New Vehicle and the actual purchase price of Your New Vehicle (inclusive of all other costs stipulated in the financing agreement between you and the third party), as the case may be.
“Offer to Purchase”	Means your offer to purchase Your New Vehicle from Us (Item 2 Part C1 of these Carro Services T&C).
“Offer Price”	Means the offer price made by Us for Your Used Vehicle.
“Offer”	Means Our offer for the purchase of Your Used Vehicle.
“Outstanding Amount”	Means the balance outstanding owing by you to a third party (including a financial institution) in relation to your facility of Your Used Vehicle.
“Partners”	Means Our Partner Financiers and Partner Insurers.

"Partner Buyers"	Means any one of Our network of buyers of vehicles which may be interested in purchasing Your Used Vehicle.
"Partner Financiers"	Means any one of the financiers which We may introduce you to in connection with the purchase of Your New Vehicle.
"Partner Insurers"	Means any one of the vehicle insurers which We may introduce you to in connection with the purchase of Your New Vehicle.
"Platform"	Means carro.co/my/en and any related sub-site from time to time.
"Price Adjustment"	Means an adjustment to the purchase price of Your New Vehicle which may be offered by Us, at Our sole discretion, in the event the physical condition of Your New Vehicle is not substantially similar with the Report published on the Platform.
"Report"	Means the report accompanying the listing of Your New Vehicle on the Platform which sets out the condition of Your New Vehicle.
"RX-2"	Means Our retail showrooms as listed on the Platform from time to time.
"RX-3"	Means Our after-sales service centres as listed on the Platform from time to time.
"T&C"	Means terms and conditions.
"Transaction Documents"	<p>Means all documents necessary for the inspection and/or transfer of ownership of Your Used Vehicle to Us or Our Partner Buyers, whichever is applicable, including but not limited to your identification documents, thumbprint documents and the car grant or the vehicle ownership certificate of Your Used Vehicle.</p> <p>In the event you omit the original vehicle ownership certificate of Your Used Vehicle upon surrendering Your Used Vehicle to Us, We shall be entitled to withhold RM100.00 or such other amount as may be determined by Us from time to time ("VOC Guarantee") from your entitlement, which shall be released to you if the original vehicle ownership certificate of Your Used Vehicle is surrendered to Us, failing which, the VOC Guarantee shall be forfeited to Us for the purpose of procuring a new vehicle ownership certificate.</p>
"We", "Us", "Our" and/or "Carro"	Means Carro Technology Sdn. Bhd. (formerly known as myTukar Sdn. Bhd.) [Registration No.: 201701035150 (1249321-K)], Carro Digital Sdn. Bhd. (formerly known as myTukar Digital Sdn. Bhd.) [Registration No.: 201801015504 (1277520-H)], Carro Care Malaysia Sdn. Bhd. [Registration No.: 202301030252 (1524175-P)] and/or Our holding company, related company, parent company, subsidiary, associate and/or any entity directly or indirectly affiliated with Us from time to time.
"Your Warranties"	Means the warranties given by you relating to Your Used Vehicle including those listed in Item 2 Part B3 of these Carro Services T&C.
"Your Used Vehicle"	Means your used vehicle which you intend to sell to Us or Our Partner Buyers.

"Your New Vehicle"	Means a used vehicle which you intend to purchase from Us.
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Privacy Notice

PRIVACY NOTICE

"We", "Us" and "Our" mean Carro Technology Sdn. Bhd. (formerly known as myTukar Sdn. Bhd.), Carro Digital Sdn. Bhd. (formerly known as myTukar Digital Sdn. Bhd.), Carro Care Malaysia Sdn. Bhd. and their parent companies, holding companies, subsidiaries, associated and/or related companies.

1. INTRODUCTION

- 1.1. We are mindful and committed to the protection of your personal data and your privacy. This Privacy Notice explains how We process your data from the point We collect, use, share, dispose of and Our security measures to ensure that your personal data is protected.
- 1.2. As such and in compliance with the Personal Data Protection Act 2010 and its regulations and amendments ("**PDPA**"), this Privacy Notice applies to any person who provides Us with personal data or whose personal data is otherwise collected, used or processed by and/or disclosed to Us in connection with the Purposes.

2. COOKIE/TRACKING TECHNOLOGY

This website may use cookies and other tracking technologies depending on the features offered. Cookies and tracking technologies are useful for gathering information such as browser type and operating system, tracking the number of visitors to the site, and understanding how visitors use the website. Cookies can also help customize the site for visitors. The cookies used in this website will not identify the IP address and individual user.

3. COLLECTION OF PERSONAL DATA

- 3.1. For Us to provide you with Our Products and/or Services from time to time (whether by Us or in collaboration with Our Partners) ("**Products and/or Services**") and to enable Us to operate in an efficient and effective manner, We may have collected, processed and stored or will need to collect, process and store relevant personal data from you either manually or through the Platform in the course of your present or future dealings with Us, Our parent company(ies) and holding company(ies), Our subsidiary(ies), Our associated company(ies), Our related company(ies), Our joint venture partners and collaborators including all of their shareholder(s), director(s), employee(s), supplier(s), contractor(s) and/or its permitted person(s) (collectively, "**Our Partners**").
- 3.2. The personal data collected and processed by Us and/or Our Partners includes but is not limited to the following:
 - 3.2.1. your name, age, gender, race, ethnic origin, designation, company's and business' name, bank account details, credit card details and contact particulars including telephone number(s), address(es) and email address;
 - 3.2.2. your date of birth, national registration identity card number and passport number;

- 3.2.3. details, information and contact particulars of your family, relatives or related parties;
- 3.2.4. information in connection with Our Products and/or Services which you may have purchased from Us or registered your interest with Us for purchase, enquiry, updates, information etc;
- 3.2.5. your images and photos;
- 3.2.6. your network usage data and other information gathered automatically by Our computer systems, including your computer IP address, links visited, and other activities conducted online or using Our computer systems;
- 3.2.7. sensitive personal data including information as to your physical and/or mental health or condition, political opinions, religious beliefs, or other beliefs of a similar nature, the commission or alleged commission of any offence or any other sensitive personal data as prescribed by the PDPA from time to time, disclosed by you which are necessary for the Purposes. In the event if we collect, use, maintain or disclose your sensitive personal data, We will seek for your explicit consent; and/or
- 3.2.8. any other personal data required from you for the Purposes.

4. SOURCE OF PERSONAL DATA COLLECTION

We collect personal data from you in the following ways:

4.1. Directly

- 4.1.1. when you create an account, register with Us and/or submit any form to Us or to benefit from Us;
- 4.1.2. booking forms;
- 4.1.3. registration forms;
- 4.1.4. online forms;
- 4.1.5. sale forms;
- 4.1.6. purchase forms;
- 4.1.7. inspection forms;
- 4.1.8. aftersales forms;
- 4.1.9. service forms;
- 4.1.10. when you disclose personal data in Our Platform, website, face-to-face meetings, email messages, telephone conversations with Our teams such as marketing or customer service officers;
- 4.1.11. when you volunteer and consent to participate in any research conducted by Us;
- 4.1.12. when you sign up for Our cross-selling, marketing and promotional communications or any initiatives;
- 4.1.13. when you give your feedback, comments, questions, ratings and reviews on Our website, social media or to Our customer service officers;
- 4.1.14. when you interact or communicate with Us via Our websites or on social media channels, pages, promotions and/or blogs;
- 4.1.15. when when you contact Us and/or enter into an agreement with Us or in relation to our Products and/or Services;
- 4.1.16. when you visit and/or are within Our premises and your images are captured by Us via CCTV cameras, photographs or videos taken by Us or Our representatives;
- 4.1.17. when you attend or participate in any of Our events;
- 4.1.18. when you submit an employment application; and/or
- 4.1.19. when you make available your personal data to Us through any other mediums for any reasons whatsoever.

4.2. Indirectly:

- 4.2.1. when We seek and receive your personal data in connection with your relationship with Us (including for Our Products and/or Services or job applications);
- 4.2.2. if you act as an intermediary or are supplying Us with information regarding a third-party or other individual (such as a relative, a friend, a colleague, an employee etc.), you undertake that you have obtained all necessary consents from such third-party or other individual for processing of their personal data by Us;
- 4.2.3. as We are collecting third party's or other individual's personal data from you, you undertake to make such third-party or other individual aware of all matters listed here by referring them to Our website or informing them of the contents herein;
- 4.2.4. any third parties that We work with; and/or
- 4.2.5. any other information which We may collect from other sources.

5. REASON FOR PERSONAL DATA COLLECTION

- 5.1. We collect and process your personal data for purposes including but not limited to the following ("**Purposes**"):

Arrangements with you

- 5.1.1. To provide, deliver, process applications for and the provision of Our Products and/or Services;
- 5.1.2. To register an account with username and password to access the Platform;
- 5.1.3. Credit assessments, background/identity checks and due diligence assessments as deemed necessary or appropriate by Us and/or Our Partners;
- 5.1.4. Necessary performance of obligations under the agreements, contracts, arrangements with you and/or any party(ies);
- 5.1.5. To consider applications for employment;
- 5.1.6. Customer relationship management procedures whichever We deem necessary and fit;
- 5.1.7. Customer categorization activities in connection with Our Products and/or Services;
- 5.1.8. Such other purposes provided for in Our Products and/or Services or purposes ancillary to the same;
- 5.1.9. Communication and/or updates to you;
- 5.1.10. To apply and obtain credit facility(ies), if necessary;
- 5.1.11. To apply and obtain insurance policy(ies), if necessary;
- 5.1.12. To inform you of Our new Products and/or Services or any changes to Our Products and/or Services;
- 5.1.13. To respond to your queries;
- 5.1.14. To send you cross-selling and promotional materials;
- 5.1.15. For marketing and/or research purposes;
- 5.1.16. To maintain and update internal record keeping;
- 5.1.17. For internal administrative purposes;
- 5.1.18. To update you on Our events;
- 5.1.19. To facilitate your participation in and our administration of any events, promotions or campaigns;
- 5.1.20. To conduct data analytics, including profiling and behavioural analysis; and/or
- 5.1.21. Any person under a duty of confidentiality which We have engaged to discharge Our obligations to you, to whom has undertaken to keep your personal data confidential;

Legal compliance

- 5.1.22. Prevention, hindrance, and reporting of any crime including but not limited to fraud, bribery and money laundering;
- 5.1.23. To respond to the requirements of a civil or criminal legal process;
- 5.1.24. For audit, reporting, risk management, security and compliance purposes; and/or
- 5.1.25. Compliance to any legal or regulatory requirements relating to the provision of Our Products and/or Services and to make disclosure under the requirements of any applicable law, regulation, direction, court order, order, by-law, guideline, circular and/or code.

To re-organise or make changes to Our business

- 5.1.26. In the event that We: (i) are subject to negotiations for the sale of Our business or part thereof to a third party; (ii) are sold to a third party; or (iii) undergo a re-organisation, We may need to transfer some or all of your personal data to the relevant third party (and its advisors) as part of any due diligence process for the purpose of analysing any proposed sale or re-organisation. We may also need to transfer your personal data to that re-organised entity or third party after the sale or reorganisation for them to use for the same Purposes as set out in this Privacy Notice.
- 5.1.27. In other circumstances, such Purposes that are incidental and associated with any of the above-mentioned Purposes or necessary or directly related to your relationship with Us or where it is permitted under the applicable laws

6. YOUR OBLIGATIONS

- 6.1. It is obligatory for you to supply your personal data to Us in the most accurate manner, failing which We are unable to process your personal data on your behalf and for the Purposes stated above and all relationships created or to be created between Us shall then be terminated and ceased to be in effect immediately.
- 6.2. In the event that personal data for any third party is supplied by you to Us, including where you have named as a life assured, trustee or beneficiary or where you refer a third party to Us for the purposes of offering Our Products and/or Services to that third party, you shall ensure that such third party had read this Privacy Notice and consented to Us collecting and processing his/her personal data for any of the Purposes prior to the supply of his/her personal data to Us and you shall indemnify Us for any loss, damages or claims arising from the same.

7. TRANSFER OF PERSONAL DATA

- 7.1. Your personal data may be transferred to, stored, used and processed in a jurisdiction other than Malaysia. You understand and consent to the transfer of your personal data out of Malaysia as described herein.
- 7.2. We will take reasonable precautions and exercise due diligence to ensure that personal data transferred outside of Malaysia receives a standard of protection comparable to the protection received under the PDPA and such transfer shall be subject to this Privacy Notice.

8. DISCLOSURE OF PERSONAL DATA

- 8.1. Generally, your personal data with Us will be kept confidential. However, We may disclose your personal data to the following categories including but not limited to third parties in

conjunction with the Purposes:

- 8.1.1. Our parent companies, holding companies, subsidiary, associated and/or affiliated companies either in Malaysia or overseas;
- 8.1.2. Our actual and potential investors and/or partners such as online business affiliates, data centres, dealers, retailers, distributors, agents, merchants that provide, supply, distribute or deal in general with Our Products and/or Services;
- 8.1.3. Our directors, authorised employees and representatives, auditors, business consultants, bankers, accountants, lawyers, other professional advisers and/or consultants as We deem necessary and appropriate;
- 8.1.4. Our sub-contractors, suppliers, third-party service providers as We deem necessary or appropriate, including content providers or aggregators or marketing companies or entities;
- 8.1.5. Any person to whom We are compelled to or required under law or in response to a local or state or federal authority, industry regulator, enforcement agency, statutory authority, court of laws, tribunal, arbitration centre, commission or council or association legally authorized by law;
- 8.1.6. Any credit reporting agencies for the purpose of conduct or continue to conduct credit checks for credit review, credit evaluation, debt recovery purpose, and legal documentation consequent to contract(s) or facility(ies) granted or to be or continue to be granted by financial institution(s) or other persons;
- 8.1.7. In the event of your default, any debt collection or recovery agencies;
- 8.1.8. Any insurance companies for the purpose of applying and obtaining insurance policy(ies);
- 8.1.9. Any person connected to the enforcement or preservation of any of Our rights under Our Products and/or Services;
- 8.1.10. Any third parties for research and development purposes;
- 8.1.11. Any parties authorised and/or consented by you;
- 8.1.12. Banks, financial institutions, regulatory bodies, and insurance companies;
- 8.1.13. Our data processor who processes your personal data on Our behalf; and/or
- 8.1.14. Such other persons which We may think fit or necessary.

9. SECURITY MEASURES

- 9.1. We take these measures to protect your personal data:-
 - 9.1.1. Depending on the state of the art, the costs of implementation and the nature of the data and/or information to be protected, We make a reasonable effort to implement appropriate technical, physical, electronic, and procedural security measures when it is practical to do so in accordance with the PDPA and industry standards to protect against and prevent the unauthorised or unlawful processing of your personal data;
 - 9.1.2. By ensuring your personal data is kept as required by the PDPA; and/or
 - 9.1.3. By ensuring Our staff not to misuse your personal data.
- 9.1. If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorised person, and to inform Us as soon as reasonably practicable if you know or suspect that someone else knows your username and password or believe the confidentiality of your username and password has been lost, stolen or compromised in any way or that actual or possible unauthorised transactions have taken place.

- 9.1. We shall not be held liable for any unauthorised access, interception, fraudulent or misuse of your username and password, security breaches or loss of personal data that is beyond Our reasonable control.

10. CHILDREN AND MINORS UNDER 18 YEARS OF AGE

- 10.1. In respect of children (i.e. individuals under the age of 18) or individuals not legally competent to give consent, you confirm that you are the parent or legal guardian or person who has parental responsibility over them or the person appointed by court to manage their affairs or that they have appointed you to act for them, to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

11. PERSONAL DATA RETENTION PERIOD

- 11.1. We will only retain your personal data for as long as is relevant for the Purposes (unless a legal or insurance obligation requires Us to keep it for longer period such as operational, legal, regulatory, tax or accounting requirements). In the event such information retained by Us is no longer required, We will take reasonable steps to ensure that such information is deleted and/or destroyed.

12. YOUR RIGHTS

12.1. Withdrawal of consent

You may at any time withdraw your consent to Us processing any personal data of yours or to any part or portion of the same by sending to Us at the contact information set out in paragraph 18 below a written notice of withdrawal subject to a reasonable duration of time for the withdrawal of consent to be effected. We shall take all necessary measures to give effect to your withdrawal of consent, to the extent that such withdrawal does not conflict with any of Our other legal obligations.

12.2. Limitation of processing of your personal data

If you do not wish to have your personal data shared with any other party, or if you do not wish to be solicited for Products and/or Services offered by Us or any other parties including third parties, kindly inform Us in writing at the contact information set out in paragraph 18 below.

12.3. Access to and copy of your personal data

Subject to Our written approval, you have the right to:

12.3.1. **Know What Personal Data We Have About You:** You may request information about what personal data We hold about you, and We will provide you with a summary of the personal data that We have collected.

12.3.2. **Request a Copy of Your Personal Data:** You may also request a copy of your personal data that We have on record. We reserve the right to charge a reasonable administrative fee for providing you with a copy of your personal data records. If such a fee is applicable, We will inform you of the amount before processing your request.

12.3.3. **Correction of Your Personal Data:** If you find that your personal data in Our records is inaccurate, incomplete, misleading, or out-of-date, you may request corrections. We will make reasonable efforts to update and correct the data as necessary.

- 12.4. Notwithstanding the foregoing provisions, We reserve the right to refuse to entertain any request for withdrawal of consent, access to, copy of and/or correction of your personal data in the following circumstances:

- 12.4.1. Where there is an insufficiency of information provided by you or any party making a request to enable Us to positively locate or identify the personal data in question;
- 12.4.2. Where there is reasonable doubt surrounding your identity or the identity of the person making the request or where We feel that you or the requesting party is not in fact the owner or the subject of the personal data in question and is not lawfully entitled to make any requests in relation to the personal data;
- 12.4.3. Where permitting such access or correction would tantamount to a violation of an order of Court;
- 12.4.4. In requests for access or for correction (excluding instances of withdrawal of consent):
 - (a) where the burden or expense of entertaining the request for access or correction is disproportionate to the risk to your privacy;
 - (b) where compliance with the request would involve the unauthorised disclosure of personal data belonging to a third party;
 - (c) where compliance would result in the disclosure of confidential commercial information; or
 - (d) where access is regulated by another law.

12.5. You may contact and submit to Us a written request as set out in paragraph 18 below with regards to the withdrawal of consent, access to, copy of, and/or correction of your personal data and any costs that may be incurred with regards to the same shall be borne by you. We will issue a written notice within twenty-one (21) days from the date of Our receipt of your written request by Us, informing you of the result of your request and in the event that We are unable to comply with your request and the reason(s) thereof.

13. DIRECT MARKETING

- 13.1. We may use your personal data to send you marketing communications, including but not limited to promotional offers and updates about Our Products and/or Services where permitted by the PDPA.
- 13.2. These communications may be sent via email, postal mail, telephone or other means and may be tailored to your interests and preferences, as inferred from your interactions with Us and your provided information.
- 13.3. You have the right to opt out of receiving marketing communications from Us at any time. You may do so by selecting using the opt-out mechanism provided in the respective communications you received or by submitting your written request to Us at the contact information set out in paragraph 18 below.

14. UPDATE OF THIS PRIVACY NOTICE

- 14.1. We may review and update this Privacy Notice from time to time to reflect the changes in the PDPA and business practices which shall be effective immediately. By continuing to deal with Us, you are deemed to have accepted and consented to the reviewed and updated Privacy Notice.

15. ACCEPTANCE OF THIS PRIVACY NOTICE

- 15.1. By so indicating your acceptance of this Privacy Notice, you shall be deemed to have expressly consented to the processing of your personal data where required by Us and/or Our Partners for the Purposes.

16. EXCLUSION OF LIABILITY

- 16.1. In the aspect of personal data protection, We shall not be liable for any purported violation, breach or non-compliance with any privacy principles or the protection of personal data in the following instances:
- 16.1.1. Where an act of nature or event outside of Our control which results in the damage or malfunction or destruction in any equipment or machinery used to secure, store or process personal data;
 - 16.1.2. Where personal data is readily available or able to be found in the public domain;
 - 16.1.3. Where despite Our best efforts, there is unauthorised access, modification, alteration, misuse, phishing, tampering or abuse of personal data caused by the malicious or fraudulent or criminal acts or conduct of a third party not being under Our control or direction; and
 - 16.1.4. In the event you choose to communicate or reach out to Us via any third party communication platform and you subsequently provide your personal data to enable Us to respond to your query, assess or process your application for Our Products and/or Services, We encourage you to read the third party's privacy notice as We are not liable and responsible for the privacy practices of any third party.
- 16.2. You shall indemnify and keep Us indemnified from any loss, damage, expense that may be suffered by Us arising from provision of false or inaccurate personal data.

17. CONFLICT

- 17.1. This Privacy Notice is provided in Bahasa Malaysia and English. In the event of conflict or inconsistency between this Privacy Notice in Bahasa Malaysia and English, this Privacy Notice in English shall prevail.

18. CONTACT US

- 18.1. You can contact Us or submit your inquiry with regard to the processing of your personal data at:

Legal Department

Address : Unit 3B-10-01, Level 10, Tower 3B,
UOA Business Park, No. 1, Jalan Pengaturcara U1/51A,
Section U1, 40150 Shah Alam, Selangor.

Telephone : +603-78904499

Email : pdpa@carro.co

Updated: 24th May 2024

Anti-Bribery and Anti-Corruption Policy

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

"We", "Us", "Our" and "Carro" mean Carro Technology Sdn. Bhd. (formerly known as myTukar Sdn. Bhd.), Carro Digital Sdn. Bhd. (formerly known as myTukar Digital Sdn. Bhd.), Carro Care Malaysia

Sdn. Bhd. and their parent companies, holding companies, subsidiaries, associated and/or related companies.

1. STATEMENT OF POLICY

- 1.1. We are committed to conducting Our business with highest integrity in accordance with all relevant laws and regulations which govern Our operations, including but not limited to anti-bribery and corruption laws, particularly the Malaysian Anti-Corruption and Commission Act 2009, its amendments and all guidelines issued by the relevant authorities pertaining the same ("ABC Laws").
- 1.2. We take a zero-tolerance approach against all forms of Bribery and Corruption and are committed to complying with all applicable ABC Laws in Malaysia. This Policy sets out the minimum requirements, roles and responsibilities for combating Bribery and Corruption as well as measures for preventing, detecting, handling and responding to Bribery and Corruption issues. For avoidance of doubt, this Policy shall be read together with the Our rules, regulations, policies, procedures, employee handbook and the ABC Laws.

2. SCOPE OF POLICY

- 2.1. The principles and obligations outlined in this Policy shall apply to all individuals working at all levels and grades, including top management, Directors, partners, managers, Employees (whether permanent, fixed term or temporary) consultant, trainee, seconded staff, intern, probationer, volunteers, or any other person(s) associated with Us, or any of Our holding company, subsidiaries, affiliates and related entities, wherever located (collectively referred to as "Employee(s)" in this Policy).
- 2.2. This Policy also applies to Our external providers and business associates including but not limited to, clients, joint-venture, joint-venture partners, consortium partners, suppliers, distributors, vendors, partners, contractors, sub-contractors, agents, consultants, outsourced personnel, intermediaries, investors, members of public (where relevant) and all parties involved directly or indirectly with Us.
- 2.3. This Policy applies equally to Our business dealings with commercial (private sector) and government (public sector) entities and includes interactions with their employees, agents, advisors, representatives and officials, politicians, political parties and other appointed representatives at all levels.
- 2.4. If you are in any doubt as to how you should apply any of the provisions of this Policy, you are strongly encouraged to seek guidance from your immediate supervisors, or, where appropriate, Our senior management (if you are Our Employee) or Our contact person (if you are not Our Employee).

3. DEFINITIONS UNDER THE MALAYSIAN ANTI-CORRUPTION COMMISSION ACT 2009

- 3.1. Under this Policy, the following definitions are referred to:
 - 3.1.1. **Bribery:** Bribery is defined as any action which would be considered as an offence of giving or receiving "gratification" under the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act").

In practice, this means offering, giving, receiving or soliciting something of value in an attempt to illicitly influence the decisions or actions of a person a position of trust

within an organisation.

“Gratification” is defined in the MACC Act shall mean the following:

- (a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- (b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (e) any forbearance to demand any money or money's worth or valuable thing;
- (f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
- (g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

Bribery may be “outbound”, where someone acting on behalf of the company attempts to influence the actions of someone external, such as a government official or client decision-maker.

It may also be “inbound”, where an external party is attempting to influence someone within the company such as a decision-maker or someone with access to confidential information.

Bribery and Corruption are closely related. However, Corruption has a wider remit. See ‘Corruption’ definition below.

- 3.1.2. **Corruption:** For the purpose of this Policy, corruption, is defined primarily as any actions which would be considered as an offence of giving or receiving “gratification” under the MACC Act.

In addition, Corruption may also include acts of extortion, collusion, breach of trust, abuse of power, trading under influence, embezzlement, fraud or money laundering.

- 3.1.3. **Donations and Sponsorship:** Charitable contributions and sponsorship payment made to support the community.

- 3.1.4. **Directors:** Directors include all independent and non-independent directors, executive and non-executive directors of the company and shall also include alternate or substitute directors.

- 3.1.5. **Facilitation payment:** A payment or other provision made personally to an individual in control of a process or decision. It is given to secure or expedite a routine or administrative duty or function.

3.2. The following are among the corrupt offences under the MACC Act:

3.2.1. Offence of soliciting or receiving gratification

(a) Any person who corruptly solicits or receives or agree to receive (for himself or for any other person) or corruptly gives, promises or offers to any person any gratification as an inducement to or a reward for any person doing or forbearing to do anything in respect of any matter or transaction is deemed to commit an offence; and

(b) Any person who corruptly accepts or obtains, or agrees to accept or obtain any gratification as an inducement or reward for doing or forbearing to do, any act in relation to his principal's affairs or business, or for showing or forbearing to show favour or disfavor to any person in relation to his principal's affairs or business is deemed to commit an offence.;

3.2.2. Offence of offering or giving gratification

(a) Any person who corruptly gives or agrees to give or offers any gratification to any agent as inducement or reward for doing or forbearing to do, or for having done or forborne to do the same in relation to his principal's affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principal's affairs or business is deemed to commit an offence.;

3.2.3. Offence of intending to deceive

(a) Any person who gives to an agent, or being an agent, he uses with intent to deceive his principal, any receipt, account or other document in respect of which the principal is interested, and which he has reason to believe contains any statement which is false or erroneous or defective in any material particular, and is intended to mislead the principal is deemed to commit an offence.;

3.2.4. Offence on Bribery and Corruption of public body

(a) Any person who offers to an officer of any public body, or being an officer of any public body solicits or accepts, any gratification as an inducement or a reward, notwithstanding that the officer did not have the power, right or opportunity to do so, or accepted the gratification without intending to do so, or that the inducement or reward was not in relation to the affairs of the public body is deemed to commit an offence.

3.2.5. Failing to report when offered Bribery

(a) Any person to whom any gratification is given, promised or offered in contravention of MACC Act shall report the same.

4. PROHIBITION AGAINST ALL FORMS OF CORRUPTION, BRIBERY AND EXTORTION

4.1. You shall read, understand and abide by this Policy and are prohibited from directly or indirectly:

(a) giving, offering, authorising or promising to give or offer to or promising to authorise the giving or offering to; or

(b) soliciting or extorting (including blackmailing), accepting or receiving, or agreeing to accept or receive from any person, company or organisation (including any government, regulatory authority or public body and their officials, officers or members) any bribe, gratification or other corrupt payment as an inducement to, payment or reward for, or otherwise on account of, any person doing something or refraining from doing something or to influence a decision or conduct in respect of any matter or transaction whatsoever, actual or proposed.

4.2. All forms of Bribery and Corruption are prohibited.

4.3. Corruption, Bribery and/or acts of extortion are typically made:

(a) in order to gain or secure commercial, contractual or regulatory advantage for Us in a manner which is dishonest, improper, unfair or unethical (for example to obtain or retain business); or

(b) in order to provide personal advantage or favour, pecuniary or otherwise, for the Employee or persons connected with the Employee in a manner which may influence or compromise the Employee's ability to make objective and fair business decisions on behalf of Us.

4.4. Facilitation payment and kickbacks

(a) Facilitation payments involve routine payments typically made to low-level officials to expedite and/or secure a service or routine action. Kickbacks are typically payments made in return for a business favour or advantage.

(b) We strictly prohibit accepting or giving, whether directly or indirectly, Facilitation payment or kickbacks of any kind.

(c) You should not directly or indirectly offer, promise, make and/or accept any Facilitation payments or kickbacks of any kind to obtain a favourable outcome and must avoid any activity that might lead to, or suggest, that a Facilitation payment or kickback will be made or accepted by Us.

4.5. Gifts

(a) Any gifts must be unsolicited and not affect or be perceived as affecting any business judgement. Gifts should only be offered to and received in connection with a customary business or cultural occasion.

(b) Any gifts which are cash-in-kind or equivalent are absolutely prohibited.

(c) Any gifts which are offered or received must be done in Our name and never addressed to an individual.

4.6. Hospitality and Entertainment

(a) Any hospitality and entertainment must be unsolicited and not affect or be perceived as affecting any business judgement.

(b) Hospitality and entertainment may only be offered in conjunction with legitimate business meetings, conferences or events hosted, supported or sponsored by Us.

(c) Any exception to the general rule above requires management's prior consultation and approval.

4.7. Travel Expenses

(a) As a general rule, We prohibit Directors and Employees from giving or receiving travel expenses (travel, transportation, accommodation and incidental expenses arising thereof) to or from any third parties or public officials, unless otherwise specified or approved by Us.

(b) Any exception to the general rule above requires management's prior consultation and approval.

4.8. Donations and Sponsorships

(a) Any Donations and/or Sponsorships must be unsolicited and not affect or be perceived as affecting any business judgement.

(b) In principle, Donations and Sponsorships can only be made to legitimate organizations which have been registered with the Malaysian Registrar of Societies ("ROS") or the relevant government agencies and subject to due diligence and management approvals and is made in appropriate circumstances.

4.9. Political Contributions

(a) Employees are prohibited from making or offering to make any monetary or in-kind political contributions to political parties, political party officials or candidates for political office politically linked organisations, political campaign, or any person or entity acting on behalf of the foregoing.

(c) We encourage Employees to participate in the political election process by voting. Employees may choose to make personal political contributions as appropriate within the limits established by law but under no circumstances should they make any representation that they are doing so on behalf of or with Our support. Under no circumstances, however, will any Employees be compensated or reimbursed in any way by Us for a personal political contribution.

4.10. You are required to exercise due care and due diligence at all times when dealing with third parties and/or business associates and ensure that their affairs do not involve any form of corrupt practices, whether perceived or actual.

4.11. No Employee will suffer demotion, penalty or other adverse consequences for refusing to pay or receive bribes.

4.12. We do not offer employment to prospective Employees in return for previous favour/in exchange of improper favour. We award contracts and Employee positions purely based on merits.

4.13. As part of Our commitment to combat Bribery and Corruption, We expect all Employees, external providers and/or business associates to refrain from Bribery and Corruption and to adhere to this Policy.

5. CONFLICTS OF INTEREST

- 5.1. Conflict of interest occurs when an Employee's position within the company or that of the Employee's immediate family or such other obligation or special interest of an Employee, interferes (or would be perceived to interfere) with an Employee's ability to act in the best interest of the company.
- 5.2. Conflict of interest does not necessarily involve improper or corrupt behaviour, although they can lead to such behaviour.
- 5.3. There are several situations that could give rise to a conflict of interest. The most common are:
- (a) Accepting gifts from external providers and/or business associates;
 - (b) When the Employee's outside employment or association causes or would be perceived to cause he or she not to act in Our best interest;
 - (c) Ownership of significant part of another company or business whose mission or mandate is in conflict with Our mission or goals or which is in competition with Us;
 - (d) Awarding a contract to a company in which he or she has a financial interest or a connection such as a relative or friend;
 - (e) Recruiting a relative or friend or recruiting individuals in order to secure a business advantage;
 - (f) Active involvement in any multilevel marketing activities and communications with competitors.
- 5.4. A potential conflict of interest exists for Employees who make decisions in their jobs that would allow them to give preference or favour to a customer in exchange for anything of personal benefits to themselves or their friends and families. Such situation could interfere with the Employees' ability to make judgments solely in Our best interest. This would undermine the duties of good faith, fidelity, diligence and integrity as expected by Us.
- 5.5. You should avoid situations in which your personal interest could conflict with your professional obligations or duties. You must not use your position, official working hours, Our resources and assets, or information available to you for personal gain or to Our disadvantage.
- 5.6. In situations where a conflict of interest does occur, you are required to declare the matter and report to your direct superior.

6. POTENTIAL "RED FLAGS"

- 6.1. The following is a list of possible red flags that may arise during the course of your work and may raise concerns under various ABC Laws. This list is not intended to be exhaustive and is for illustrative purposes only.

6.2. If you encounter any of these red flags, you must report them promptly in accordance with the reporting procedures set out in paragraph 8 below:

- (a) you become aware that a third-party engages in, or has been accused of engaging in improper business practices which violates this Policy;
- (b) you learn that a third-party has a reputation for paying bribes, or requiring that bribes are paid to them;
- (c) a third-party insists on receiving a commission or fee payment before committing to sign up to a contract with Us, or carrying out a government function or process for Us;
- (d) a third-party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third-party requests an unexpected additional fee or commission to “facilitate” a service;
- (f) a third-party requests that a payment is made to “overlook” potential legal violations;
- (g) a third-party insists the use of side letters or declines to formalise agreed-upon terms in writing;
- (h) a third-party request or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to Us;
- (i) a third-party insists that its identity remain confidential or refuses to disclose the identity of its owners or principals; or
- (j) a third-party does not have offices or a staff, or frequently move locations.

7. ANTI-BRIBERY AND ANTI-CORRUPTION LAWS OF OTHER JURISDICTIONS

You are required to observe and comply with ABC Laws in Malaysia and any country in which We operate or runs Our business. This Policy shall apply even in circumstances and in countries where the giving and receiving of bribes or such corrupt payments may be common local practice or custom. It is not a valid defence against a charge of corruption to show that the bribe in question is customary in any profession, trade, vocation or calling, industry, jurisdiction or country.

8. REPORTING PROCEDURES

- 8.1. All reports must be emailed to whistleblowing@carro.co and we will investigate the matter accordingly
- 8.2. So far as possible, the reports should include:
- (a) Name of person/persons involved;
 - (b) Time, location and dates of Bribery and Corruption;
 - (c) How the Bribery and Corruption was perpetrated;

- (d) Other witness to the Bribery and Corruption; and
- (e) Documentation or evidence available, if any.

8.3. All information received will be treated as confidential. Any party suspecting any Bribery and Corruption should comply with the reporting procedures and should not attempt to personally conduct investigations or interview related to any Bribery and Corruption.

9. CONSEQUENCE OF NON-COMPLIANCE

- 9.1. Compliance with this Policy and with the laws of Malaysia is a condition of employment with Us. Failure or refusal to comply with this Policy, Our rules, regulations, policies, procedures, employee handbook and/or any other relevant laws and may subject the Employee to disciplinary action, up to and including termination of employment. Further, legal action may also be taken in the event that Our interests have been harmed as a result of the non-compliance.
- 9.2. The consequences of failing to comply with ABC Laws in Malaysia can be very serious. Independent of whether any enforcement action is taken against Us, Employees or personnel who violated the ABC Laws, may be subject to prosecution, criminal fines, and imprisonment.
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Whistleblowing Policy

STATEMENT OF POLICY

This Whistleblowing Policy ("Policy") aims to provide a safe avenue for employees and external parties (including those providing services to or having a business relationship with Us) to raise concerns with regard to improper conduct involving Us and/or Our employees and business partners on a confidential basis.

WHAT IS WHISTLEBLOWING?

Whistleblowing is when you voluntarily disclose inappropriate, unethical, improper or unlawful behaviour, conduct and practices in Carro.

Some examples include:-

- a. Concerns about Our operational, accounting, internal controls or auditing matters;
- b. Impropriety, corruption, bribery, acts of fraud, theft and/or misuse of Our properties, assets or resources;
- c. Conduct which is an offence or breach of law;
- d. Serious conflict of interest without disclosure;
- e. Breach of Our policies or code of conduct;
- f. Wrongdoings or misconduct;

- g. Sexual or other forms of harassment in the workplace;
- h. Unauthorized disclosure or sale of Our confidential data and information;
- i. Any other serious improper matters which may cause financial or non-financial loss to Us or damage to Our reputation; and
- j. Attempts to cover any of the aforementioned.

The above list is not exhaustive and are only examples that may expand or change, as events may dictate.

PROTECTION AGAINST REPRISALS

Whistleblower that submits a genuine report under this Policy will not be at risk of losing job or suffer retribution or harassment if they are acting in good faith, even if the allegations prove to be unfounded or mistaken.

That said, We do not condone any frivolous, mischievous, or malicious allegations. If the whistleblowing report is made with malicious intent or in bad faith by the whistleblower, this will be viewed seriously by Us and will be treated as a gross misconduct, which may subject the whistleblower to disciplinary action in accordance with Our disciplinary procedures.

CONFIDENTIALITY

We encourage you to identify yourself when reporting or providing information. All information provided will be treated with the strictest confidentiality.

There may be circumstances where information provided by you or your action in disclosing such information, may require disclosure. These circumstances include but are not limited to the following areas:

- a. where We are under a legal obligation to disclose information provided by you;
- b. where the information is already in the public domain;
- c. where the information is given on a strictly confidential basis to legal or auditing professionals for the purpose of obtaining professional advice; and
- d. where the information is given to the relevant authorities for criminal investigation.

In the event that We are faced with a circumstance not covered by the above, and where your identity is required to be revealed, We will endeavour to discuss this with you first.

REPORTS AND INFORMATION PROVIDED ANONYMOUSLY

Reports submitted anonymously are much less persuasive and may hinder investigation as it is more difficult to investigate the matter or to protect your position. Accordingly, We will consider and investigate anonymous reports, but any reports or information provided anonymously would be investigated on the basis of the individual merit of each circumstance.

REPORTING

All reports must be emailed to whistleblowing@carro.co and we will investigate the matter accordingly.

INVESTIGATION

We will review each report and based on the information received and evidence available, conduct a preliminary assessment to establish whether the report has any merit and can be substantiated. If the report warrants an investigation, We will open up an investigation into the matter using appropriate channels, resources and expertise and determine the appropriate action based on the findings and recommendation.

1. 4-Day Booking Policy

- 1.1.1 Upon your payment of the Booking Fee being not more than one percent (1%) of the purchase price of Your New Vehicle to Us, We shall reserve Your New Vehicle for four (4) days only from the date of Our receipt of your Booking Fee.
- 2.1.2 In the event you are purchasing Your New Vehicle by cash, you shall pay the Deposit of Your New Vehicle within four (4) days from the payment date of the Booking Fee. In the event you are purchasing Your New Vehicle by way of financing, you shall pay the Deposit of Your New Vehicle upon execution of the facility or financing agreement which shall be within four (4) days from the payment date of the Booking Fee.
- 3.1.3 If you are unable to pay the Deposit within four (4) days from the payment date of the Booking Fee, you shall be deemed to have cancelled your Offer to Purchase and We shall refund to you the Booking Fee. We reserve the right and shall be entitled (but not obligated) to make Your New Vehicle available to another potential buyer as We deem fit.
- 4.1.4 We may (but not obligated to) source for the next option available for you ("Next Option"). You shall not be obligated to accept the Next Option. If you refuse the Next Option, We shall refund to you the Booking Fee.

Insurance Terms and Conditions

In this Agreement, "You", "User" and "Your" mean the one accessing Our services. "We", "Us", "Our" and "Carro" mean Carro Digital Sdn. Bhd. (formerly known as myTukar Digital Sdn. Bhd.) [Registration No.: 201801015504 (1277520-H) and the group of companies comprising Carro Digital Sdn. Bhd., (formerly known as myTukar Digital Sdn. Bhd.) each and any holding companies, parent companies, subsidiaries, associated companies, related companies and any entity directly or indirectly affiliated with Carro Digital Sdn. Bhd. from time to time.

USE CONDITIONS

These Terms and Conditions ("**Terms**") set out the basis and extent of Your access to and use of the application, website, products and/or services ("**Services**") provided by Us, in relation to each and every contract of insurance, takaful policies and/or takaful certificates and the related documentations which We arrange on Your behalf.

You hereby indicate Your acceptance to the Terms by using and/or gaining access to Our Services. You hereby expressly authorize Us to share Your personal data with Your chosen Insurer (as defined hereinafter) and My Roadtax Store Sdn. Bhd. ("**Partner**") as stated in table below. You further agree and consent to Our Privacy Notice (<https://carro.co/my/en/terms#privacy-notice>), Your chosen Insurer's and the Partner's privacy notice and acknowledge that the copy of Your personal data will be used, processed, transferred and/or treated in accordance with the privacy notice of Carro, the Insurer and the Partner.

You acknowledge that once Your personal data is shared with the Insurer and the Partner, the Insurer and the Partner shall have sole and full control on the copy of Your personal data and that You are required to contact the Insurer and/or the Partner for any matters in relation to it.

Carro is hereby released from all obligations and responsibilities towards the copy of Your personal data which is shared with Your chosen Insurer and/or the Partner. Before using or gaining access to Our Services, You are strongly advised to read and comprehend the Terms.

You may withdraw Your consent to Carro collecting, using and processing any personal data of yours or to any part or portion of the same at any time by submitting Your request to our Legal Department at pdpa@carro.co. However, Carro has the right to refuse Your requests to access and/or make any correction to and/or limit the processing of Your personal data for the reasons permitted under law, such as where the expense of providing access to You is disproportionate to the risks to Your privacy. Your withdrawal of consent may result in services by Carro, the Insurer and/or the Partner being declined, refused, or inaccessible. Kindly note that such withdrawal of consent will not affect the Personal Data previously shared by You, and You will need to directly contact the Insurer and/or the Partner.

UNDERWRITING

Your insurance and/or takaful policy is underwritten by the Insurer. The list of the Insurer and the agency is as below respectively: -

No.	Insurer	Agency
1.	Zurich General Takaful Malaysia Berhad	Carro Digital Sdn. Bhd. (formerly known as myTukar Digital Sdn. Bhd.)
2.	MSIG Insurance (Malaysia) Bhd	Carro Digital Sdn. Bhd. (formerly known as myTukar Digital Sdn. Bhd.)
3.	Allianz General Insurance Company (Malaysia) Berhad	Carro Digital Sdn. Bhd. (formerly known as myTukar Digital Sdn. Bhd.)
4.	Etika General Takaful Berhad	Senangnvs Sdn. Bhd.
5.	Takaful Ikhlas General Berhad	Senangnvs Sdn. Bhd.
6.	Syarikat Takaful Malaysia Am Berhad	Senangnvs Sdn. Bhd.

We reserve the right to vary the list of the Insurer and the agency stated above from time to time.

INSURANCE AND/OR TAKAFUL QUOTES AND COVERAGES

Quotations displayed on Our Services from the insurance, takaful companies and/or agencies (collectively referred as “**Insurer**”) depend on the data You provide and are not a contract, binder, agreement to extend insurance and/or takaful coverage. Any inclusion and/or portrayals accessible on Our Services from the Insurer are general descriptions of the available coverages and are not a binding statement of contract.

If You elect to file an insurance and/or takaful claim, You shall contact the Insurer for the claim submission. The claim is subject to the Insurer’s review and approval.

LIMITATION OF LIABILITY

While every reasonable effort is made to ensure that the information on Our Services is accurate and up to date, faults and/or omissions may occasionally occur. To the fullest extent permitted by laws We disclaim all warranties and representations of accuracy, timeliness, correctness, completeness, security, non-infringement, fitness for purpose, merchantability and/or applicability of Our Services for any purpose and all conditions, warranties and/or other terms which might otherwise be implied by any applicable laws, statute, common law and/or the law of equity. We shall not be liable to You for any: (1) direct, indirect, incidental, consequential, punitive and/or special damages whatsoever; and (2) loss of profits, loss of business, loss of opportunity and loss of goodwill, arising out of or in connection with the Terms.

You specifically acknowledge and accept that Your use and purchase of Our Services are all done at Your own risk. Our Services are provided on an “as is where is” basis.

All applications are between the User and the Insurer. We do not guarantee the availability of any insurance, takaful policies and/or takaful certificates of any Insurer.

Any insurance, takaful policies and/or takaful certificates are subject to the terms and conditions of the Insurer and You agree to comply with and be bound by the same. We shall not be liable for any dispute or complaint between the User and the Insurer.

INDEMNIFICATION

You hereby irrevocably agree to be liable for and to indemnify and keep Us, Our directors, officers, agents, dealers, employees, shareholders, partners, representatives, holding companies, parent companies, subsidiaries, associated companies, related companies and any entity directly or indirectly affiliated with Us and/or any other related parties indemnified from any and all liability, claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage, loss, cost, expense, injury, judgement, penalty and/or fine relating to or resulting from: -

1. Your use or misuse of Our Services;
2. Your breach of the Terms howsoever occasioned;
3. any intellectual property right or proprietary right infringement claim made by a third party against Us in connection with Your use or misuse of Our Services; and/or
4. Your negligent, act, default, omission, breach and/or fraudulent acts.

GOVERNING LAW AND JURISDICTION

The Terms and any disputes or claim arising out of or related to them shall be governed by the laws of Malaysia. You consent to submit to the exclusive jurisdiction of the Malaysian courts. The

validity and enforceability of the other Terms shall not be affected if any provision of these disclaimers and exclusions may be illegal, invalid and/or for any reason unenforceable.

AMENDMENTS & VARIATION

We retain the right to amend, revise and/or update the Terms and Our Privacy Notice at any time and as determined solely by Us which shall be effective immediately. It shall be Your responsibility to monitor for such modification, updates and amendments. By continuing Our Services, You are deemed to have accepted and consented to the amendments, revisions and updates of the Terms and Our Privacy Notice.

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Sell Car

Workshop

Carro Certified

Insure

Dealership Program

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Carro CARE MALAYSIA SDN. BHD. 202301030252 (1524175-P)

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