



Terms of Use (Updated: 1st May 2020)

1. We, Allcars Pte Ltd (“Allcars” or “us” or “we” or “our”) hereby grant you access to the Carfren website and mobile application (either “the App”) subject to the terms and conditions set out below (“Terms”) and the Privacy Statement (as defined at Para 2 below). Together, the Terms and the App as referred to as “the Agreement”.
2. Any personal data (as defined in the Personal Data Protection Act (Act No. 26 of 2012) collected from you is subject to our privacy policy (“Privacy Statement”) which is updated from time to time and available here.
3. The App may contain links to independent third-party websites or other applications (“External Sites”). We are not responsible for and are not liable for loss or damage sustained by you as a result of your access to and use of External Sites.
4. Using or accessing the App on any device (“Device”) means you have agreed to be bound by the Terms and are responsible for any use of the App.
5. These Terms apply to use of the App and do not change or alter any other agreement between you and other third parties. Please refer to your documentation for more information.
6. The App may only be used by two categories of users. The first category are motor dealers. If you are using the App in your representative capacity, then you represent that you are authorised to use the App as a representative of the motor dealer and agree to these Terms on behalf of the motor dealer. The second category are individuals which include but are not limited to registered owners of motor vehicles registered in Singapore.
7. We may change the Terms from time to time in our sole discretion with or without notice to you. Your use of the App after such revised Terms are made available signify your acceptance of such revised Terms and your agreement to be bound by them.
8. Subject to the Terms, we grant to you a non-exclusive, non-transferable, nonlicensable, personal, limited, revocable license to use the App on the Devices for the purpose of this App. Any other use of the App is strictly prohibited.
9. We may terminate, suspend or modify the App at any time without notice in our sole discretion without liability to you. We will do so if we believe that your use of the App is unauthorized, fraudulent, illegal or in breach of these Terms.

10. Except as permitted by these Terms you agree in relation to all or any part of the App (1) not to copy, reproduce, upload, sell or distribute any content (including in object or source code); (2) not to distribute, licence, or translate the same; (3) not to modify, combine or incorporate the same in any other program; (4) not to disassemble, decompile or reverse engineer the same; (5) not to remove any copyright, trademark or other proprietary rights notices from the same; (6) not to record, post or transmit any defamatory, abusive or threatening content; (7) not to compromise the security of the App; (8) not to interfere with or infringe the rights of third party users; (9) not to collect any information or data from the App or from the servers through which the App runs; (10) not to link or incorporate another program or process to access data or content through the App; and (11) not to access the App in source code form or object code form.

11. You acknowledge that (1) all intellectual property rights in and to the App belong to us or our licensors and (2) all trademarks, service marks, trade names, and logos are proprietary to us or used by us with the permission of our third-party providers and no licence is granted to you to use the same without our written permission.

12. The App is provided “as is” and you agree that you use the App and/or any External Sites at your own risk. The App is of satisfactory quality, fit for the purpose for which it is provided and complies in all material respects with the description made available to you prior to downloading or installing it. We hereby disclaim all other warranties and conditions, express or implied, with respect to the App and your downloading and use thereof. We do not warrant (1) that the functions contained in the App will be uninterrupted or error-free (2) that defects will be corrected (3) that the App is free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of the App. You agree to conduct your own due diligence to assess the accuracy, reliability and quality of all content provided by the App. We are not liable or responsible for any failure to perform or delay in the performance of any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including of any public or private telecommunications networks.

13. Save in respect of claims for fraudulent misrepresentation and death or personal injury caused solely by our negligence, we shall, as your sole remedy, either repair or replace the App or, if that is not possible, provide an appropriate refund in respect of the affected feature or function. In no event shall our total liability to you in aggregate for all damages (other than as may be required by the law) exceed five hundred Singapore dollars (S\$500). However, in no event shall we be liable to you for any special, indirect, consequential or punitive damages, lost profits, lost revenues, data loss or other incidental damages arising out of the use, inability to use, or the results of use of the App howsoever caused.

14. We are not responsible or liable for your illegal, unauthorized or improper use of information transmitted, monitored, stored or received using the App.

15. You are personally responsible for your use of the App and for all information using your account. You will indemnify, defend, and hold us and our officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost, or expense of any kind (including legal fees and other costs) that we may incur in connection with a third-party claim, or otherwise, in relation to your use of the App or your breach of either these Terms or the rights of any third party. We reserve the right to assume the exclusive defence and control of any claim brought by a third party in connection with your use of the App and you agree to assist and co-operate with us in relation to any such claim.
16. We may transfer our rights and obligations under these Terms to another entity, but this will not affect your rights or your obligations under these Terms. You may not transfer your rights or obligations under these Terms.
17. A person who is not a party to these Terms has no rights to enforce any Terms save for the right or remedy of a third party which expressly exists and available as part of this Agreement.
18. We use commercially reasonable security measures to protect your information and any personal data communicated to us using the App.
19. All notices to you will be by communicating with you through the App or by communication to the registered contact in your account.
20. If any provision of the Terms is found by a court to be invalid, unenforceable or illegal, the remaining provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
21. Any delay, omission, indulgence or forbearance by us to exercise any of our rights under the Terms shall not be construed as a waiver of that right, nor shall it affect our right to exercise such right on future occasions.
22. The Agreement constitutes the entire agreement between us with respect to your use of the App and supersedes all prior understandings, representations, assurances, warranties (express or implied) or agreements between us (oral or written) except as specifically set out herein.
23. No agency, partnership, joint venture or employment relationship is created as a result of the Terms. Neither of us has the authority to bind the other in any respect.
24. Any disputes under the Terms will be governed by the laws of the Republic of Singapore. The courts of the Republic of Singapore have exclusive jurisdiction for all disputes.

25. If you experience any issues with the App, or you would like to contact us regarding the Terms, you may contact us by sending an email to info@allcars.com.sg.