

My Motor Pal - Terms & Policy

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PRIVACY POLICY

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY CLICKING OR CHECKING “SIGN UP”, “I AGREE TO MY MOTOR PAL’S PRIVACY POLICY”, “I AGREE AND CONSENT TO THE COLLECTION, USE, DISCLOSURE, STORAGE, TRANSFER AND/OR PROCESSING OF MY PERSONAL DATA FOR THE PURPOSE STATED IN, AND UNDER THE TERMS OF, MY MOTOR PAL’S PRIVACY POLICY” OR SIMILAR STATEMENTS AVAILABLE AT THE MY MOTOR PAL REGISTRATION PAGE OR IN THE COURSE OF PROVIDING YOU WITH THE SERVICES OR ACCESS TO THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS PRIVACY POLICY AND THAT YOU HAVE AGREED AND CONSENTED TO THE COLLECTION, USE, DISCLOSURE, STORAGE, TRANSFER AND/OR PROCESSING OF YOUR PERSONAL DATA AS DESCRIBED AND UNDER THE TERMS HEREIN.

Introduction to this Privacy Policy

1.1. My Motor Pal and its affiliates (collectively or individually, "My Motor Pal", "we" or "us" take your privacy seriously. Depending on your location, the My Motor Pal entity controlling your personal data will be SNK Market Data Research Sdn. Bhd. and/or as follows:

Malaysia: SNK Market Data Research Sdn. Bhd.

Where applicable, this Privacy Policy should be read in conjunction with the Country-Specific Riders for your jurisdiction.

1.2. In the course of providing you with the Services or access to the Platform (as defined in the Terms of Use), we will be collecting, using, disclosing, storing and/or processing data, including your personal data. In this Privacy Policy, Online Platform shall also refer to the relevant seller platform(s).

1.3. This Privacy Policy exists to keep you in the know about how we collect, use, disclose, store and/or process the data we collect and receive during the course of providing the Services or access to the Online Platform to you, our user, whether you are using our Online Platform as a buyer or a seller. We will only collect, use, disclose, store and/or process your personal data in accordance with this Privacy Policy.

1.4. It is important that you read this Privacy Policy together with any other applicable notices we may provide on specific occasions when we are collecting, using, disclosing and/or processing personal data about you, so that you are fully aware of how and why we are using your personal data.

1.5. We may update this Privacy Policy from time to time. Any changes we make to this Privacy Policy in the future will be reflected on this page and material changes will be notified to you. Where permissible under local laws, your continued use of the Services, access to the Online Platform or use of the Services, including placing Orders (as defined in the Terms of Use) on the Online Platform, or express consent thereto, shall constitute your acknowledgment and acceptance of the changes we make to this Privacy Policy. You agree that it is your responsibility to check back frequently to see any updates or changes to this Privacy Policy.

1.6. This Privacy Policy applies in conjunction with other notices, contractual clauses and consent clauses that apply in relation to the collection, storage, use, disclosure and/or processing of your personal data by us and is not intended to override them unless we state expressly otherwise.

1.7. All of these terms apply to My Motor Pal's users, whether buyers or sellers, unless stated specifically to apply only to buyers or only to sellers.

The Personal Data We Collect From You

2.1. Personal data means any information about an individual, whether recorded in a material form or not and whether true or not, who can be identified from that data (whether directly or indirectly), or from that data and other data to which we have or are likely to have access.

2.2. During the course of your use of the Online Platform and the provision of the Services, we may collect personal data about you, as follows:

(a) Where you are a buyer:

(i) Identity data, such as your name, gender, profile picture, and date of birth;

(ii) Contact data, such as billing address, delivery address, email address and phone numbers;

(iii) Biometric data, such as voice files when you use our voice search function, and facial and other bodily features and voice of yourself and/or another person featured in your video when you upload videos onto the Online Platform;

(iv) Account data, such as bank account details, bank statements, credit card details and payment details (such account data may also be collected directly by our affiliates and/or third party payment service providers);

(v) Transaction data, such as details about orders and payments, and other details of products and Services related to you;

(vi) Technical data, such as Internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, international mobile equipment identity, device identifier, IMEI, MAC address, cookies (where applicable) and other information and technology on the devices you use to access the Online Platform;

(vii) Profile data, such as your username and password, orders related to you, your interests, preferences, feedback, and survey responses.

(viii) Usage data, such as information on how you use the Online Platform, products and Services or view any content on the Online Platform, including the time spent on the Online Platform, items and data searched for on the Online Platform, access times and dates, as well as websites you were visiting before you came to the Online Platform and other similar statistics;

(ix) Location data, such as when you capture and share your location with us in the form of photographs or videos and upload such content to the Online Platform;

(x) Marketing and communications data, such as your preferences in receiving marketing from us and our third parties, your communication preferences and your chat, email or call history on the Online Platform or with third party customer service providers; and

(xi) Additional information we may request you to submit for due diligence checks as required for identity verification (such as copies of government issued identification, e.g. passport, ID cards, etc.) or if we believe you are violating our Privacy Policy or our Terms of Use.

(b) Where you are a seller:

(i) Identity and contact data, such as your name, date of birth or incorporation, company name, address, email address, phone number and other business-related information (e.g. company registration number, business licence, tax information, shareholder and director information, etc.);

(i) Account data, such as bank account details, bank statements, credit card details and payment details (such account data may also be collected directly by our affiliates and/or third party payment service providers);

(ii) Transaction data, such as details about orders and payments, and other details of products and Services related to you;

(iii) Technical data, such as Internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, international mobile equipment identity, device identifier, IMEI, MAC address, cookies (where applicable) and other information and technology on the devices you use to access the Online Platform;

(iv) Profile data, such as your username and password, orders related to you, your interests, preferences, feedback and survey responses.

(v) Usage data, such as information on how you use the Online Platform, products and Services or view any content on the Online Platform, including the time spent on the Online Platform, items and data searched for on the Online Platform, access times and dates, as well as websites you were visiting before you came to the Online Platform and other similar statistics;

(vi) Location data, such as when you capture and share your location with us in the form of photographs or videos and upload such content to the Online Platform.

(vii) Marketing and communications data, such as your preferences in receiving marketing from us and our third parties and your communication preferences and your chat, email or call history on the Online Platform or with our third party seller service providers; and

(viii) Additional information we may request you to submit for authentication (such as copies of government issued identification, e.g. passport, ID cards, etc.) or if we believe you are violating our Privacy Policy or our Terms of Use.

How we receive your personal data

2.3. During the course of your use of the Online Platform and our provision of the Services, we may receive personal data from you in the situations, as follows:

(a) When you browse our website (both mobile and web versions);

(b) When you create an account with us (as buyer or seller);

(c) When, as a seller, you list products and/or services for sale on the Online Platform and conduct transactions with buyers in respect of the sale and purchase of those products and/or services through the Online Platform;

(d) When you apply for, subscribe to or otherwise use any of the Services;

(e) When you make a transaction regarding the products available on the Online Platform;

(f) When you activate or use any payment-related functions available on the Online Platform or provided by our third party service providers;

(g) When you use any of the features, functions, mini-apps or mobile games available on the Online Platform or Services;

(h) When you record any user-generated content which is uploaded on the Online Platform;

(i) When you use the chat function on the Online Platform;

(j) When you subscribe to our publications or marketing collaterals;

(k) When you enter a competition, promotion or survey;

(l) When you participate in any activity or campaign on the Online Platform;

(m) When you log in to your account on the Online Platform or otherwise interact with us via an external service or application, such as Facebook or Google;

(n) When any other user of the Online Platform posts any comments on the content you have uploaded on the Online Platform or when you post any comments on other users' content uploaded to the Online Platform;

(o) When a third party lodges a complaint against you or the content you have posted on the Online Platform; and

(p) When you interact with us offline, including when you interact with our outsourced customer service agents.

2.4. We may collect personal data from you, third parties (including but not limited to agents, vendors, contractors, partners and any others who provide services to us, who collect your personal information and/or perform functions on our behalf, or with whom we collaborate, including but not limited to payment service providers, government sources of data, financial providers, credit bureaus, delivery, marketing and other service partners), our affiliates, or such data may be collected automatically when you use the Online Platform or the Services, as set out in this section. See also section 10 below on the collection of computer data.

2.5. Where we collect personal data from third parties and/or our affiliates, we will only collect your personal data, where permitted by law, for or in connection with the purposes for which those third parties or our affiliates are engaged, for the purposes of our collaboration with the third parties or affiliates, or for the requirement to carry out verification or due diligence checks. During the course of your use of the Online Platform and our provision of the Services, you agree that you have provided your consent (whether to us, the third party or our affiliates) to the transfer of your personal data from third parties and/or our affiliates to My Motor Pal for the purposes set out in this Privacy Policy or any other terms.

2.6. You must only submit personal data which is accurate and not misleading and you must keep

it up to date and inform us of any changes to the personal data you have provided to us. We shall have the right to request for documentation and carry out the necessary checks to verify the personal data provided by you as part of our user verification processes or as required under law.

2.7. We will only be able to collect certain categories of personal data if you voluntarily provide the personal data to us or as otherwise provided for under this Privacy Policy. If you choose not to provide your personal data to us or subsequently withdraw your consent to our use of your personal data, we may not be able to provide you with certain features or functionality on the Services or access to the Online Platform.

2.8. If you provide personal data of any third party to us, you represent and warrant that you have obtained the necessary consent, license and permissions from that third party to share and transfer his/her personal data to us, and for us to collect, store, use and disclose that data in accordance with this Privacy Policy.

2.9. If you sign up to be a user on our Online Platform using your social media account or link your My Motor Pal account to your social media account or use certain other My Motor Pal social media features, we may access personal data about you which you have voluntarily provided to your social media provider in accordance with the provider's policies and we will manage your personal data in accordance with this Privacy Policy.

TERMS OF USE

INTRODUCTION

1.1 Welcome to the [mymotorpal.com.my](https://www.mymotorpal.com.my) website and/or the My Motor Pal mobile app (the “Online Platform”). These Terms of Use govern your access and use of the Online Platform and the use of any services, information and functions made available by us at the Online Platform (“Services”). Before using this Platform or the Services, you must read carefully and accept these Terms of Use and all other terms and conditions and policies pertaining to the use of the Online Platform and/or the Services (collectively referred to as “My Motor Pal Terms and Conditions”) and you must consent to the processing of your personal data as described in the Privacy Policy set out at <https://www.mymotorpal.com.my/privacy-policy/>. By accessing the Online Platform and/or using the Services, you agree to be bound by My Motor Pal Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to My Motor Pal Terms and Conditions and the Privacy Policy, do not access and/or use this Online Platform and/or the Services.

1.2 The Terms of Use stated herein constitute a legal agreement between you and SNK Market Data Research Sdn. Bhd. (Company No.: 941962-D), a company incorporated in Malaysia and having its registered address at Unit No. 15F – 1A, 15th Floor, Tower 2 @ PFCC, Jalan Puteri 1/2, Bandar Puteri, 47100 Puchong, Selangor, Malaysia (“My Motor Pal”, “we”, “us” or “our”).

1.3 My Motor Pal reserves the right, to change, modify, add, or remove portions of these Terms of Use and/or My Motor Pal Terms and Conditions at any time. Changes will be effective when posted on the Online Platform with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Online Platform.

1.4 If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “legal age”), you must obtain permission from your parent(s) or legal guardian(s) to open an account on the Online Platform. If you are the parent or legal guardian of a minor who is creating an account, you must accept and comply with these Terms of Use on the minor's behalf and you will be responsible for the minor's actions, any charges associated with the minor's use of the Online Platform and/or Services or purchases made on the

Online Platform. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Online Platform and/or Services.

USE OF THE ONLINE PLATFORM AND/OR SERVICES

2.1 We grant you a non-transferable and revocable license to use the Online Platform and/or Services, subject to these Terms of Use, for the purpose of shopping for personal items sold on the Online Platform. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms of Use shall result in the immediate revocation of the license granted herein without notice to you.

2.2 Content provided on this Online Platform is solely for informational purposes. Product representations expressed on this Online Platform are those of the vendor and are not made by us. Submissions or opinions expressed on this Platform are those of the individual posting such content and may not reflect our opinions.

2.3 Certain services and related features that may be made available on the Online Platform may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Online Platform is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. My motor Pal shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

2.4 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Online Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Online Platform or any part of the Services.

WE RESERVE THE RIGHT, BUT SHALL NOT BE OBLIGED TO

(a) Monitor, screen or otherwise control any activity, content or material on the Online Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation

of these Terms of Use contained herein and may take any action it deems appropriate;

(b) Prevent or restrict access of any an authorized user to the Online Platform and/or the Services;

(c) Report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or

(d) To request any information and data from you in connection with your use of the Services and/or access of the Online Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

2.6 Third Party Vendors: You acknowledge that parties other than My Motor Pal (i.e. Third Party Vendors) list and sell Products on the Online Platform. Whether a particular Product is listed for sale on the Online Platform by My Motor Pal or a Third Party Vendor may be stated on the webpage listing that Product. For the avoidance of doubt, each agreement entered into for the sale of a Third Party Vendor's Products to a Customer shall be an agreement entered into directly and only between the Third Party Vendor and the Customer. You further acknowledge that Third Party Vendors may utilize paid services offered by My Motor Pal to occupy certain product listings slots within your search results on the Online Platform. Such Product listing may be accompanied by a "megaphone" logo.

USER SUBMISSIONS

3.1 You grant us a non-exclusive license to use the materials or information that you submit to the Online Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews to the Online Platform, you also grant us the right to use the name that you submit or your username, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

TRADEMARKS AND COPYRIGHTS

4.1 All intellectual property rights, whether registered or unregistered, in the Online Platform, information content on the Online Platform and all the website design, including, but not limited to,

text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (collectively referred to as “Intellectual Property”) shall remain our property or where applicable, our affiliates or third party intellectual property owners. The entire contents of the Online Platform also are protected by copyright as a collective work under Malaysia copyright laws and international conventions. All rights are reserved.

4.2 No part or parts of the Online Platform may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment any Intellectual Property without our prior written permission or that of the relevant Intellectual Property owners. No party accessing the Platform shall claim any right, title or interest therein. Permission will only be granted to you to download, print or use the Intellectual Property for personal and non-commercial uses, provided that you do not modify the Intellectual Property and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

OUR LIMITATION OF RESPONSIBILITY AND LIABILITY

5.1 The Online Platform and all data and/or information contained therein and/or the Services are provided on an “as is” and “as available” basis without any warranties, claims or representations made by My Motor Pal of any kind either expressed, implied or statutory with respect to the Online Platform and/or the Services, including, without limitation, warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose. All data and/or information contained in the Online Platform and/or the Services are provided for informational purposes only.

5.2 Without limiting the foregoing, My Motor Pal does not warrant that the Online Platform and/or the Services or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this Online Platform and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.

5.3 My Motor Pal and all of its respective officers, employees, directors, agents, contractors and

assigns shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

(a) Any access, use and/or inability to use the Online Platform or the Services;

(b) Reliance on any data or information made available through the Online Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;

(c) Any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and

(d) Any use of or access to any other website or webpage linked to the Online Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

5.4 Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Online Platform and/or Services is entirely at your own risk and we shall not be liable therefore.

HYPERLINKS

6.1 For your convenience, we may include hyperlinks to other websites or content on the Online Platform that are owned or operated by third parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

APPLICABLE LAW AND JURISDICTION

7.1 These Terms of Use and/or other My Motor Pal Terms and Conditions shall be interpreted and governed by the laws in force in Malaysia. Subject to the section on Arbitration below, you hereby agree to submit to the jurisdiction of the Courts of Malaysia.

ARBITRATION

8.1 Any controversy, claim or dispute arising out of or relating to these Terms of Use and/or other My Motor Pal Terms and Conditions or the breach, termination or invalidity thereof shall be referred to and settled by arbitration in accordance with the Arbitration Rules of the Asian International Arbitration Centre (“AIAC”) held in Kuala Lumpur, Malaysia. The arbitral tribunal shall consist of a sole arbitrator who is legally trained and who has experience in the information technology field in Malaysia and is independent of either party. The place of arbitration shall be Malaysia. Any award by the arbitration tribunal shall be final and binding upon the parties.

8.2 Notwithstanding the foregoing, My Motor Pal reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

TERMINATION

9.1 In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate or revoke any or all of your rights granted under these Terms of Use and/or other My Motor Pal Terms and Conditions. Upon any termination of these Terms of Use and/or other My Motor Pal Terms and Conditions, you shall immediately cease all access to and use of the Online Platform and/or Services and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Online Platform and/or Services in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that My Motor Pal shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Online Platform and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of My Motor Pal, in operating the Online Platform and/or providing Services, your sole and exclusive remedy is to discontinue using the Online Platform and/or the Services.

