

CARBUYER situated at www.carbuyer.com.sg (also defined below as “**the Platform**”) and its associated and incorporated sub-platforms and/or modules (including UCARS.SG, formerly situated at www.ucars.sg) is website which is owned and operated by **UCARS PTE LTD** (“**the Company**”) through which persons and organizations will avail themselves of listings of vehicles posted for sale, to deal freely and in their own right with each other. The Company does not engage in such dealings by itself or through its shareholders or affiliates or their respective officers, employees, agents and contractors (any or all, “**the Company’s Group**”). Accordingly, the Company’s Group will not be parties to the dealings between users of the Platform and will not be responsible or liable in any way for the actions or omissions of such users.

IMPORTANT! PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

By requesting access to or using the Platform, you are deemed to have considered and evaluated the attendant responsibilities and risks and taken all necessary steps to avoid or reduce any unacceptable responsibilities and risks and to have agreed to these terms and conditions (as revised by the Company from time to time) and that all previous terms and conditions agreed to and entered into by you are hereby superseded and/or replaced by the terms and conditions herein. If you do not agree to these terms and conditions, do not apply for such access or use.

TERMS AND CONDITIONS OF ADVERTISING

- 1 The expression “**Advertising**” refers to any or all advertising, whether paid or unpaid, which shall be displayed and/or run on the **CARBUYER** website www.carbuyer.com.sg (including any sub-platforms and/or modules) and/or smart phone application (either or both, “**the Platform**”).

Advertising and Platform
- 2 Any person or organization who wishes to advertise (“**Advertiser**”) on the Platform shall:

 - (1) if the **Advertiser** is a person, be not less than 18 years old and have the legal capacity to enter into contracts under Singapore law and shall include with any application to place Advertising (“**an Application**”), true copies of its identification document showing its current residential address, current mobile phone number and email address;
 - (2) if the **Advertiser** is an organization, be an active entity and shall include with its application to place Advertising, a true copy of its registration to conduct business under the laws of Singapore; and
 - (3) provide to and maintain with the Company and/or provide and maintain on the Platform at all times, complete, accurate and current documents and information required by the Company and/or which may affect the Company’s decision on whether or not to allow the Advertising on the Platform.

The Advertiser
- 3 The mere receipt by the Company of the Application and any payment from the Advertiser does not constitute a contract between the Company and the Applicant. Upon the Company’s approval or acceptance of the Advertising, the Company and the Advertiser will be taken to have entered into a legally binding agreement (“**the Contract**”) with each other upon these terms and conditions. The Advertiser agrees and declares that it enters into the Contract in its own right and shall not be taken in any way to be an employee, agent or contractor of the Company or to be any person for whom the Company is responsible in any way.

Advertiser and Contract
- 4 The Advertiser shall pay all applicable fees and other sums charged by the Company, at the rate and at the time specified by the Company, which sums may be revised by the Company from time to time. Any money paid by the Advertiser for the purposes of the Application will not be refundable without the Company’s prior written agreement. The Company shall not be obliged to place the Advertising until and unless full payment is received. If required by the Company, the Advertiser shall provide to the Company security for the Advertiser’s performance of its obligations under the Contract, which security shall be in the form required by the Company and may not be set-off against any sums owing to the Company.

Sums paid and payable
- 5 The Advertiser shall in making its Application fill in the relevant application form and shall provide the Company with all information requested therein. The Company shall not be liable to the Advertiser for any incorrect or incomplete making of an Application, including but not limited to:

Advertising specifications

- (1) incorrect duration for the Advertising;
- (2) incorrect image dimensions;
- (3) incorrect file type;
- (4) incorrect colour settings;
- (5) typographical errors; and/or

any other relevant prerequisites set by the Company or which is reasonably necessary for correct display of the Advertising. The Advertiser further acknowledges that the Platform may be brought offline for a reasonable period for maintenance and/or due to technical difficulty and the Company shall not be liable for any such reasonable downtime.

6 The Advertiser acknowledges and agrees that:

General warranties

- (1) the Advertiser shall be fully and solely responsible and liable for all Advertising;
- (2) the Company shall not be obliged to look into nor warrant the completeness, accuracy, availability, propriety, safety, security, reliability, quality, merchantability, fitness for particular purpose, timeliness or non-infringement of the Advertising with respect to any applicable law or policy;
- (3) The Advertiser shall possess all intellectual property and other rights to use, disclose, reproduce and publish all content and other materials (including photographs, videos and music) relating to the Advertising
- (4) all information relating to the Advertising and provided by the Advertiser, including any information provided during and for the Application, is in all respects true, accurate, current, and complete;
- (5) the Advertising shall comply with the general prohibitions set out in paragraph 7 below; and
- (6) the Advertising shall comply with all laws and regulations of Singapore.

7 The Advertiser and/or Advertising shall not:

Prohibitions

- (1) infringe on any intellectual property owned by the Company or any other third party;
- (2) infringe upon all applicable laws and regulations in Singapore, including but not limited to the Protection from Online Falsehoods and Manipulation Act 2019 (No. 18 of 2019) and the Protection from Harassment Act (Cap. 256A);

- (3) contain, conduct or otherwise promote any surveys, contests, pyramid schemes, gambling, spam, or any other activities reasonably deemed to be unrelated to the Platform Purpose;
- (4) defame, abuse, insult, offend, harass, stalk, threaten, distress or otherwise infringe upon the rights of any third parties;
- (5) contain any inappropriate, obscene, indecent or otherwise unlawful content; and/or
- (6) attempt to cause, further or promote any illegal and/or unlawful act or content, including but not limited to the dissemination of malware, phishing, data and/or personal data theft and/or breach of privacy.

9 The Company shall be entitled to at its sole discretion:

Right to review, reject and remove

- (1) review and/or request changes to the Advertising, which if the Advertiser is not agreeable to, the Company shall be entitled to reject the Application;
- (2) if approached and/or directed to by any authority of Singapore, amend, suspend, censor and/or remove the Advertising, for which the Advertiser shall not be liable for a refund of any fees and/or monies paid; and
- (3) if it is at any time discovered that the Applicant has not complied with any of these terms and conditions, remove any Advertising for which the Advertiser shall not be entitled to seek any financial compensation or any other refund of any fees and/or monies paid.

10 The Applicant acknowledges and agrees that the Company may at its discretion, link the Platform to any website of any third party subject to the terms and conditions imposed by the third party and that the Company shall carry the Advertising of other Advertisers which may be contrary to and/or at cross-purposes to the Advertiser and their Advertising.

Link to third parties and other Advertising

11 The Advertiser may not, without the prior written approval of the Company, disclose to any third party nor use for the benefit of any third party, any information provided by the Company (including the Advertiser's account password) or relating to the Platform or the Purpose.

Confidentiality

12 The Contract is not intended and shall not be taken as granting or transferring to the Advertiser, any intellectual property right of the Company. the Company owns all right, title and interest, including all related intellectual property rights, in and to the Platform and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Advertiser or any other person relating to the Platform. For the avoidance of doubt, the Platform include their respective components, processes and design in their entirety.

Intellectual property

The Advertiser shall not and shall not attempt to:

- (1) license, sublicense, sell, resell, transfer, assign, distribute or otherwise reproduce, use, exploit or make all or any part of the Platform (including the Company's trademarks) in any way;
- (2) modify or make derivative works based on the Application, the Contract or to or for any other person or create internet "links" to the Platform "frame" or "mirror" the Platform on any other server or wireless or internet-based device;
- (3) reverse engineer or access the Platform in order to -
 - (a) build or assist to build a similar or competitive product or service;
 - (b) build or assist to build a product using similar ideas, features, functions or graphics of the Platform; or
 - (c) copy or enable the copying of any ideas, features, functions or graphics of the Platform;
- (4) launch any automated program or script, including web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Platform;
- (5) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Platform or their contents;
- (6) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or
- (7) remove any copyright, trademark or other proprietary rights notices contained in the Platform; or
- (8) any conduct that could possibly damage the Company's reputation, business or operations.

13 The Applicant and the Advertiser:

Personal Data

- (1) shall provide the Company with up to date data ("**Personal Data**") about itself and its affiliates and the devices and related software, hardware and peripherals they may respectively use, that the Company may require or wish to use to identify, contact or locate any of them, including their name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address and any other information about the Advertiser which the Advertiser has provided to the Company from time to time, as well as sensitive personal data such as data relating to health, religious or other similar beliefs;

(2) hereby agrees and consents to the Company and its affiliates, employees, agents, and contractors migrating, collecting, processing and using the Personal Data for the purposes of the Application, the Contract, the Platform and for the business and activities of the Company and its affiliates, partners and sponsors and to fulfil any legal obligation of the Company, including for marketing, business or any other purposes in relation to the Company and the following purposes:

- (a) to process Applications;
- (b) to perform the Company's obligations under the Contract;
- (c) to manage and administer the Contract;
- (d) to develop, provide and enhance the Platform;
- (e) to respond to the Advertiser's requests and queries;
- (e) to notify, market, advertise, invite and/or consider the participation of the Applicant or the Advertiser in any updates to the Platform, events, promotions, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions and to communicate with you regarding your attendance thereto; and

The Applicant or the Advertiser shall notify the Company in writing if the Applicant or the Advertiser or its affiliate does not consent to the Company using their Personal Data for the aforesaid purposes; and

(3) The Company shall, upon the request of the Applicant or the Advertiser: (a) return to the Applicant or the Advertiser, all of the Applicant's or the Advertiser's Personal Data; or (b) delete all of the Applicant's or the Advertiser's Personal Data in its possession.

15 The Company may suspend and/or terminate the Contract and/or the Advertiser's Account at its sole discretion if the Company reasonably considers that the Advertiser has breached or may breach any of these terms and conditions or any applicable law, without prejudice to the Company's rights and remedies in relation to any antecedent breach of the Advertiser. The Advertiser shall be personally responsible for its use of the Platform and for all communication and activity on and pursuant to the Platform.

Termination

16 The Advertiser's access to and use of the Platform shall be at its own risk. The Company's Group shall not be liable for any loss, damage or destruction of any property or any injury or death of or infringement of any intellectual property or other rights by the Advertiser or for any demands, claims or proceedings against the Advertiser arising from or related to the Advertiser's access to or use of the Platform (except where caused by the proven gross negligence or willful default of the Company). Without prejudice to the generality of the foregoing, the Advertiser expressly and unconditionally waives and releases the

Risk, liability and indemnity

Company's Group from any and all liability, claims or damages arising from or in any way related to the Advertising or the Advertiser's access to or use of the Platform.

In any event, such liability (if any) of the Company's Group to the Advertiser shall not exceed the sum (if any) paid by the Advertiser to the Company under paragraph 4 above.

The Advertiser shall indemnify the Company's Group against all actions, claims, demands, losses, damages and costs and expenses (including the claimant's solicitor and client costs) for which they shall or may become liable to any person in respect of such loss, damage, destruction, injury, death or infringement.

In no event shall the Company's Group be liable for any claim for emotional distress or loss of data or for any indirect, incidental, special, consequential, punitive, economic, future, exemplary or damages or loss.

- 17** If any of these terms and conditions is found to be invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining terms and conditions. ***Invalidity or unenforceability***
- 18** The Company's delay or failure to enforce any of these terms and conditions shall not constitute a waiver of such term or condition. ***Waiver***
- 19** The Company may assign or novate its rights and obligations under the Application or the Contract without requiring the approval of the Applicant or the Advertiser. The Applicant and the Advertiser may not assign or transfer its rights or obligations under the Application or the Contract without the prior approval of the Company. A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Chap 53B) to enforce any provision of the Act. ***Assignment and third parties***
- 20** The Contract and all matters related to or arising from it will be interpreted and governed by Singapore law and subject to the exclusive jurisdiction of the courts of Singapore. ***Law and jurisdiction***
- 21** The Advertiser shall immediately notify the Company in writing of any dispute which it may have with any other person in relation to the Platform and provide the Company with all information, evidence, assistance and co-operation which may be required by the Company in relation to such dispute. The Company shall not be a party to or otherwise involved in such dispute, which should be resolved between themselves as amicably as possible. ***Disputes***