

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 organisations 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 or the Services, 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the Company from time to time) and that all previous terms and conditions agreed to and entered into by you are hereby superseded and/or replaced by the terms and conditions herein.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 ACCESS AND USE

- 1 The expression “**Services**” refers to access to and/or use of any or all services available 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**”), as the Company may upgrade, modify, refresh, suspend or discontinue from time to time.

Services and Platform
- 2 Any person or organization (“**Applicant**”) who makes an application (“**Application**”) to the Company to use and/or access the Platform or the Services shall:

 - (1) if the Applicant 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 its Application, true copies of its identification document showing its current residential address, current mobile phone number and email address;
 - (2) if the Applicant is an organization, be an active entity and shall include with its Application, 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 provide the Services to the Applicant or on the terms and conditions of provision of the Services.

Applicant and Application
- 2 No Applicant may make more than one Application, whether or not by using its own or a different name or other information and no Application may be transferred or shared in any way by the Applicant with any other person without the Company’s prior written approval.

Only 1 Application and no transfer or sharing of Application
- 3 The mere receipt by the Company of the Application and any payment from the Applicant does not constitute a contract between the Company and the Applicant. Upon the Company’s approval or acceptance of the Application, the Company and the successful Applicant (“**Service User**”) will be taken to have entered into a legally binding agreement (“**the Contract**”) with each other and the Service User shall be granted an account (“**and Account**”) in accordance with the Application and upon these terms and conditions. The Service User 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.

Service User and Contract
- 4 Any money paid by the Applicant for the purposes of the Application will not be refundable without the Company’s prior written agreement. The Service User 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.

Sums paid and payable
- 5 If required by the Company, the Service User shall provide to the Company security for the Service User’s performance of its obligations under the Contract, which security shall be in the form required by the

Security

Company and may not be set-off against any sums owing to the Company.

6 The Service User acknowledges and agrees that:

***Acknowledgments,
non-warranty and
risks***

- (1) the Company provides the Platform and the Services “as is” and “as available” and the Company does not warrant the completeness, accuracy, availability, propriety, safety, security, reliability, quality, merchantability, fitness for particular purpose, timeliness or non-infringement of the Platform or the Services or of anything offered by through the Platform or the Services (“**Offering**”);
- (2) the Platform is a marketplace through which the Service Users may deal with each other freely, and save than as expressly provided by these terms and conditions, the Company does not possess the capability, right or obligation to direct, instruct and/or otherwise influence the actions of the Service Users or the content of the Offerings;
- (3) they shall be solely responsible for all Offerings and any other communications transmitted through the use of their Account, and all Offerings and/or communications shall unless proven otherwise, be deemed to originate from, be made by and/or issued by the Service User.
- (4) without prejudice to the generality of paragraph 6(1) above, the completeness, accuracy, availability, propriety, safety, security, reliability, quality, merchantability, fitness for particular purpose, timeliness, non-infringement and other aspects of any Offering are entirely the responsibility of the Service User or other users of the Platform or the Services (“**other Service Users**”);
- (5) save than as provided in paragraph 6(2) above the Company does not warrant or monitor the suitability, legal capacity, fitness, character or capability of other Service Users;
- (6) their Account is for their own use and the Service User is not at any time permitted to share with or allow any other individual or entity to log on to or otherwise use their Account. The Service User shall be solely responsible for any and all unauthorized sharing of their Account; and
- (7) The Company may use cookies to distinguish Service Users, and /or otherwise enhance or customize visits to the Platform.

7 The Service User shall have access and use of the Platform and the Services for the purpose selected by it in the Application only and for no other purpose, which the Service User shall ensure at all times comply with and do not contravene any law (criminal or civil including but not limited to those related to road safety, vehicle ownership, hire-purchase financing, vehicle financing and/or vehicle insurance). Without prejudice to paragraph 6(2) above, the Service User shall ensure at all times that in its use of the Platform and the Services, the Service User and its

***Purpose of access
and use of the
Platform and
Services***

affiliates and their respective officers, employees, agents and contractors shall at all times:

- (1) disclose to all relevant persons and/or other Service Users, information which is true, accurate, current, and complete in all respects and all information which may influence their decision on whether or not to deal or transact with the Service User;
- (2) conduct themselves in such a manner as shall not be mischievous, fraudulent and/or unlawful and as may not cause loss, damage, danger, distress, offence, annoyance or inconvenience to the Company or to any other person or as may subject the Company to prosecution or action by any authority; and
- (3) comply with all reasonable requests of the Company and/or the Company's Group.

8 The Company reserves the right to run advertising and/or promotions (“Advertising”) on the Platform, which may include Advertising on individual the pages of Offerings. The Company shall not be liable to the Service User for any Advertising run on the Platform. **Advertising**

9 The Service User expressly agrees and acknowledges that with respect to any Offering created or made by it: **Offerings**

- (1) each Offering shall be displayed on the Platform for a maximum period of 6months subject always to paragraph 9(4) below;
- (2) the vehicle(s) which is the subject of any Offering shall be meant for sale in Singapore only, and not any other country and/or jurisdiction, and Singapore law shall apply to all Offerings.
- (3) the Service User shall answer any queries that the Company may have with respect to the Offering;
- (4) the Company may amend or remove any Offering for any reason at its sole and absolute discretion;
- (5) the Company shall not be obliged to refund any monies (if any) paid by the Service User for any Offerings for any reason whatsoever, including but not limited to the removal or amendment of any Offering pursuant to this paragraph 9;
- (6) all Offerings made are only for the purpose selected by it in the Application, and for no other purpose; and
- (7) the Offerings shall not contain or be use to further any illegal, mischievous or unlawful content or acts;

10 The Applicant acknowledges and agrees that the Company may at its discretion, link the Platform and any Services to any website of any third party subject to the terms and conditions imposed by the third party, in which event, the Service User shall be free to make its own independent decision on whether to use such third party's website or to accept any **Link to third parties**

goods, services or facilities from such third party. The Applicant further agrees that in case of any contradiction or inconsistency between the terms and conditions of use or provision of such third-party website, goods, services or facilities, these terms and conditions shall apply unless and to the extent the Company decides otherwise.

If the Company permits third parties to advertise, market or promote their services or goods through the Platform or the Services but the Service User does not wish to receive or participate in such advertising, marketing or promotion:

- (1) the Service User shall notify the Company in writing immediately or within the time (if any) specified by the Company; and
- (2) the Company may require the Service User to pay an additional charge (if any) specified in by the Company or may terminate the Contract.

11 The Applicant and the Service User 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 Service User's account password) or relating to the Company's Group, the Platform, the Services or other Service Users which is not lawfully in the public domain or for any purpose other than the Application or the use of the Platform and the Services. Without prejudice to the generality of the foregoing, the Service User may not: **Confidentiality**

- (1) request or obtain any contact information or personal information of other Service Users without the prior written approval of the Company; or
- (2) take photographs or other recordings of other Service Users or the Company's Group or of their premises or other property, without the prior written approval of such other Service Users or the Company, as the case may be.

12 The Contract is not intended and shall not be taken as granting or transferring to the Applicant or the Service User, 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 the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Service User or any other person relating to the Platform or the Services. For the avoidance of doubt, the Platform and the Services include their respective components, processes and design in their entirety. **Intellectual property**

The Service User 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 or the Services (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 or the Services or “frame” or “mirror” the Platform or the Services on any other server or wireless or internet-based device;

- (3) reverse engineer or access the Platform or the Services 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 the Services; or
 - (c) copy or enable the copying of any ideas, features, functions or graphics of the Platform or the Services;
- (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 or the Services;
- (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 the Services 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;
- (7) remove any copyright, trademark or other proprietary rights notices contained in the Platform or the Services; or
- (8) use the Platform or the Services to -
 - (a) send spam or otherwise duplicative or unsolicited messages;
 - (b) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or in violation of third party privacy rights;
 - (c) send material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - (d) interfere with or disrupt the integrity or performance of the Platform or the Services;
 - (e) attempt to gain unauthorized access to the Platform or the Services or their related systems or networks; or

- (f) impersonate any person or entity or otherwise misrepresent their affiliation with a person or entity, and shall abstain from any conduct that could possibly damage the Company's reputation, business or operations.

13 The Applicant and the Service User:

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 Service User which the Service User 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 Service User's requests and queries;
 - (e) to notify, market, advertise, invite and/or consider the participation of the Applicant or the Service User 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 Service User shall notify the Company in writing if the Applicant or the Service User 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 Service User: (a) return to the Applicant or the Service User, all of the Applicant's or the Service User's Personal Data; or (b) delete all of the Applicant's or the Service User's Personal Data in its possession.

- 14** The Service User shall possess all intellectual property and other rights to use, disclose, reproduce and publish all content and other materials (including photographs, videos and music) posted or otherwise they make available to the Company or other potential or actual users of the Platform or the Service Users (“**the Service User’s Materials**”). ***Service User’s Materials***

The Service User:

- (1) hereby grants to the Company’s Group and other Service Users full right, permission and liberty to use the Service User’s Materials for the entire duration of the Contract and without royalty or other charge;
 - (2) hereby acknowledges that the Service User’s Materials will be made available to the Company’s Group for the purposes of use of the Platform and the Services, and the Company may not be able to monitor or limit or otherwise control their use of the Service User’s Materials;
 - (3) hereby releases the Company from any liability for the use of the Service User’s Materials by the Company’s Group; and
 - (4) hereby acknowledges and agree that its use (if any) of any sharing function on the Platform to share content to Facebook, Google, LinkedIn or other services will be subject to the service provider’s terms of service.
- 15** The Company may suspend and/or terminate the Contract and/or the Service User’s Account at its sole discretion if the Company reasonably considers that the Service User 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 Service User. The Service User 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 Service User’s access to and use of the Platform and the Services 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 Service User or for any demands, claims or proceedings against the Service User arising from or related to the Service User’s access to or use of the Platform or the Services (except where caused by the proven gross negligence or willful default of the Company). Without prejudice to the generality of the foregoing, the Service User expressly and unconditionally waives and releases the Company’s Group from any and all liability, claims or damages arising from or in any way related to the Service User’s access to or use of the Platform or the Services. ***Risk, liability and indemnity***

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

The Service User 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.

The Service User shall procure adequate insurance to cover actions, claims and demands made against it and its losses, damages, costs and expenses described in this paragraph.

- 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 Service User. The Applicant and the Service User 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 Service User shall immediately notify the Company in writing of any dispute which it may have with any other person in relation to any of the Services 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***