

TERMS OF SERVICE – ATLAS AUTO (APP)

Last Updated: 1 March 2023

Welcome to ATLAS Auto! These are the general terms and conditions (“**Terms of Service**”) governing your access and use of our mobile application software known as ATLAS Auto (“**Mobile Application**” or “**ATLAS Auto**”) and the use of any features, services, information and functions made available by us at the Mobile Application or such other channels or mediums (including but not limited to the vehicle-mounted connecting device, infotainment head unit of the vehicle and/or with our other products) made available by us from time to time (“**Services**”). Before using this Mobile Application and/or the Services, you must read carefully and accept these Terms of Service including all Additional Terms (as defined hereunder) (Terms of Service and Additional Terms shall collectively be known as “**Terms**”) pertaining to the use of the Mobile Application and/or the Services. By continuing to access and using the Mobile Application and/or the Services, you agree that you have read, understood and accepted the Terms and consent to the processing of your personal data in accordance with the terms set out in the Privacy Policy (<https://acotech.my/privacy-notice>). If you do not agree with the Terms, please do not access or use the Mobile Application and/or the Services.

These Terms constitute a legal agreement between you (“**you**” or “**User**”) and ACO Tech Sdn. Bhd. (Registration No. 201901028783 (1338112-W)), (“**ACO TECH**”, “**us**”, “**our**” or “**we**”). ACO Tech reserves the right to change, modify, add or remove any of the terms contained in these Terms, at any time, for any reason. We will provide notice of such amendments by posting the revised Terms on www.acotech.my (“**Website**”) (and changing the “Last Updated” on the date reflected in the top left-hand corner of these Terms accordingly), or by providing written notice in any other manner at ACO Tech’s sole discretion, and such amendments shall be effective immediately upon posting, and shall apply to your subsequent access to or use of the Website. You acknowledge that by continuing to access or use our Website after we have posted changes to these Terms, you are agreeing to such modified terms. If you do not agree to such revised Terms, you must stop accessing or using the Services immediately.

By registering an Account (as defined hereunder) or by accessing/using the Mobile Application, whichever first to occur, you agree to be bound by these Terms of Service and any amendments to the foregoing issued by us from time to time. If you do not agree with the Terms of Service, you must refrain from downloading or using the Mobile Application. Please note that we offer the Mobile Application “AS IS” and without warranties. You authorize the use and disclosure of your information for purposes of allowing us to provide the Mobile Application and/or the Services and as otherwise disclosed in our Privacy Notice. We reserve the right to change, modify, add, or remove portions of these Terms of Service at any time at our sole discretion. You should visit the Mobile Application or Website regularly to make note of any changes we have made to our Terms of Service. Your continued use of the Mobile Application upon the publication of the revised Terms of Service on ATLAS Auto constitutes your acceptance of the changes.

If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable law in your country, you confirm that you have the permission of your parent(s) or legal guardian(s) to access and use or open an Account on the Mobile Application. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Mobile Application and/or Services.

1. ADDITIONAL TERMS AND POLICIES

- 1.1. We offer a diverse range of services and features within the Mobile Application, as such there are additional terms and policies that may be applicable to your use of the specific services and features on the Mobile Application (“**Additional Terms**”). We will notify you of the Additional Terms from time to time and all these Additional Terms shall form part of and are incorporated into these Terms of Service. You must comply with such Additional Terms in your use of such services and features on the Mobile Application.
- 1.2. The details of Additional Terms are as set out below, all can be found on the Website:
 - 1.2.1. Privacy Notice;
 - 1.2.2. Community Guidelines;
 - 1.2.3. Terms And Conditions For Users Of ATLAS Auto Marketplace;
 - 1.2.4. Terms And Conditions For Users Of ATLAS PAY (which can be found at https://public-assets.fasspay.com/ew/partner/acotech/termsofservice_en.html); and
 - 1.2.5. Privacy Policy & Personal Data Protection Policy For Users of ATLAS PAY (which can be found at http://public-assets.fasspay.com/ew/partner/acotech/privacypolicy_en.html).

We reserve the right to amend, revise or alter the terms of the Additional Terms with or without notice at any time. It is your responsibility to review the Terms regularly and you are strongly recommended to do so. You will be deemed to have agreed to the amended Terms (whether or not reviewed by you) by your continued use of the Mobile Application and/or Services following the date on which the amended Terms are posted.

2. LICENSES

- 2.1. We grant you a non-transferable, non-sublicensable, non-exclusive, limited and revocable license to access and use the Mobile Application and/or Services subject to the terms and conditions of these Terms of Service. Any breach of these Terms of Service shall result in the immediate revocation of the license granted herein without notice to you and we reserve the right to take appropriate actions to protect our interest.
- 2.2. Content (as defined hereunder) provided on this Mobile Application is solely for informational purposes. Product representations expressed on this Mobile Application are those of the seller and are not made by us (if applicable). Submissions or opinions expressed on this Mobile Application are those of the individual posting such Content and may not reflect our opinions and we shall not be responsible for any of the Content thereof.
- 2.3. Certain services and related features that may be made available on the Mobile Application may require registration or subscription or synchronization with the vehicle and/or software in the infotainment head unit of the vehicle and/or with our other products. Should you choose to register or subscribe or synchronize 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 Mobile Application is solely responsible for the information provided by them in the Mobile Application and keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such account such as password or username. Furthermore, you must notify us of any unauthorized use of your password or account. We 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 with or without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Mobile Application or Services (whether in full or part thereof) and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Mobile Application or any part of the Services.

3. REGISTRATION AS USER

- 3.1. You may freely browse the Mobile Application and access the information where applicable. Nonetheless there are certain benefits and Content of the Mobile Application only available to the registered users of the Mobile Application.
- 3.2. You may become a user of the Mobile Application by registering an account in ATLAS Auto (“**Account**”). You should provide true, accurate, complete and not misleading personal particulars and your failure to do so shall entitle us to suspend and/or terminate your Account with the Mobile Application or cancel your Account without further notice and/or recourse to you. Every user of ATLAS Auto shall comply with Community Guidelines as stipulated in section 1.2.2 above.
- 3.3. You shall not select a username, password and login information that would violate any person’s rights or one that in our opinion is offensive, improper or inappropriate. We reserve the right to modify or delete any username or password and/or terminate your subscription with the Mobile Application or your Account. We shall not be liable in any way for any improper use of a username or password or login information under this section.
- 3.4. You shall be solely and absolutely responsible for: (a) maintaining the confidentiality of the login information and password in respect of your Account; and (b) all use and activities under your Account, including any purchases made and/or payment obligations arising under your Account. We shall not be liable for any unauthorized use of your Account by any other person. You must promptly notify us by emailing us at talkto@myatlas.com.my if you know or suspect that your password or Account has been compromised. For all

intent and purposes, we will regard all use of your Account on ATLAS Auto as being by you, except expressly notified by you otherwise.

- 3.5. We may allow you to register for and login to ATLAS Auto by using sign-on functionalities provided by third party platforms, such as Facebook, Twitter (for Android users only), Gmail, Apple ID (for iOS users only) and WeChat. You agree to comply with the relevant third party platform's terms and conditions applicable to your use of such functionalities (in addition to these Terms of Service).
- 3.6. You may terminate your Account and/or these Terms of Service if you notify us by emailing us at talkto@myatlas.com.my or via the account deletion feature made available by us on the Mobile Application. Notwithstanding any such termination, you remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or your Content, and you must at your best endeavour to complete the transactions. We shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this section. You waive any and all claims based on any such action taken by ACO TECH.

4. CONTENT

- 4.1. For the purpose of these Terms of Service, "**Content**" means contents, texts, data, graphics, images, photographs, videos, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Mobile Application.
- 4.2. You agree that you shall be solely responsible for the Content that you upload, post, transmit or otherwise make available on the Mobile Application and agree not to cause, or knowingly allow others to cause, any nuisance, annoyance or inconvenience to the Mobile Application, its affiliates or any other users of the Mobile Application by your usage of the Mobile Application and you shall comply with our Community Guidelines as stipulated in section 1.2.2 above at all times when you are using our Mobile Application and please take note that we may suspend or terminate your Account and/or remove the Content if we reasonably believe you have violated our Community Guidelines. The Mobile Application may allow you to submit or generate Content. To the extent you have any intellectual property rights in such Content, you will retain those rights subject to the grant of a license pursuant to these Terms of Service. By uploading or otherwise submitting Content in connection with your use of the Mobile Application, you grant us and our affiliates and contractors a non-exclusive, worldwide, perpetual, royalty-free, non-terminable, transferable license, with the right to sublicense through multiple tiers, to use, distribute, reproduce, create derivative works of, publicly perform, publicly display and transmit such Content for any purpose without any compensation, attribution, or other obligation to you. You agree not to submit Content unless you are willing, and have the right, to grant this license for such Content. We hereby reserve the right, but not the obligation, to refuse to post, or to remove, in our sole discretion any of your Content. In normal circumstances, this license will expire when your Content is deleted from our system. You can delete Content separately or all at once by deleting your Account.
- 4.3. Notwithstanding the foregoing, you agree that we at all times are allowed to retain and continue to use your Content after you stop using ATLAS Auto and we may be required to retain or disclose your Content (where permitted by the applicable law): a) in order to comply with applicable laws or regulations; (b) in order to comply with a court order, subpoena or other legal process; (c) in order to respond to a lawful request by a government authority, law enforcement agency or similar body (whether situated in your jurisdiction or elsewhere); or (d) where we believe it is reasonably necessary to comply with applicable laws or regulations, in each case whether such applicable law or regulation, legal process or government body is of your jurisdiction or elsewhere; or in order to enforce these Terms of Service or to protect any rights, property or safety of us or other users of ATLAS Auto.
- 4.4. You agree that you will not upload, post, transmit or otherwise make available any Content that is unlawful, harmful, offensive, threatening, abusive, harassing, invasive of privacy, defamatory, libelous, vulgar, obscene, pornographic, indecent, lewd, suggestive, profane, hateful, racially, ethnically or otherwise objectionable or inappropriate, or that would give rise to civil and/or criminal liability or violate any applicable local, state, federal or international law. You agree that you will not upload, post, transmit any Content that consists of political campaigning, chain letters, mass mailings of any kind or any form of SPAM, or reviews that contain the transmission, distribution or delivery of any unsolicited bulk or commercial e-mail. You agree that you will not

post Content that consists of reviews written or submitted by the reviewed business's owners, employees (past or present), agents, affiliates and/or competitors.

- 4.5. We hereby reserve the right to edit, share, reject, erase, remove and delete any of your Content and link to web pages and/or media platform and/or application at our sole discretion.
- 4.6. The Mobile Application may contain hyperlinks to other mobile application or website which are neither maintained nor controlled by us or may contain content posted on or via the Mobile Application by third parties. We shall not be responsible for any error, misleading, omissions in any content in the Mobile Application, products or services of any hyperlinked website, or for the privacy and security practices employed by these other website/mobile application. We shall not be liable for any loss or damage that arising out of the other website. You agree that use of any hyperlink and access to such other hyperlinked website are entirely at your own risk.

5. REVIEWS

- 5.1. We reserve the right in our sole discretion, but shall not be obliged to:
 - 5.1.1. monitor, screen, refuse, delete, stop, suspend or otherwise control any activity, Content or material in the Mobile Application and/or through the Services. We may investigate any violation of these Terms of Service contained herein and may take any action it deems appropriate;
 - 5.1.2. prevent or restrict access of any unauthorised user to the Platform and/or the Services;
 - 5.1.3. investigate and take appropriate legal action against anyone who breaches these Terms of Service, including but not limited to, removing any offending communication from the Mobile Application and blocking your use of the Mobile Application;
 - 5.1.4. report any User's activity which we suspect to be in violation of any applicable law, statutes or regulations; and/or
 - 5.1.5. remove any Content that violates these Terms of Service or if we receive a complaint from another User or if we receive a notice or allegation of intellectual property infringement or other legal instruction or request for removal or if such Content is inappropriate in our judgement.
- 5.2. You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not ACO TECH, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Mobile Application. To the maximum extent permitted by applicable law, under no circumstances will ACO TECH be liable in any way for any Content available on the Mobile Application.
- 5.3. You acknowledge, consent to and agree that we may access, preserve and disclose your Account's information and Content to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over us and we shall not undertake any liability for such disclosure.

6. YOUR OBLIGATIONS

- 6.1. By using the Mobile Application and/or the Services, you agree to abide by the following terms and conditions:
 - (a) you may only use the Mobile Application and/or the Services for lawful, non-commercial purposes;
 - (b) you may not use the Mobile Application and/or the Services in any manner that could damage, disable, overburden, impair our servers or networks, or interfere with any other party's use and enjoyment of the Mobile Application;
 - (c) you agree not to impersonate any other person in using our Services or when upload, post, transmit any Content to the Mobile Application;
 - (d) you agree not to post or transmit any unsolicited advertising or promotional Content/materials;

- (e) you agree not to collect or harvest any information or data from the Mobile Application or our systems or attempt to decipher any transmissions to or from the servers running the Mobile Application;
- (f) you will not infringe our Intellectual Property or those of any third party in relation to your use of the Mobile Application;
- (g) you will not violate any laws, including and without limitation any laws and regulations in relation to export and import restrictions, third party rights;
- (h) you will not post or transmit any Content/material which contains viruses or other codes, files or programs which are designed to limit or destroy the functionality of our system and security;
- (i) you will not cause, permit or authorize the modification, creation of derivative works, or translation of the Services without our express permission;
- (j) you will not use the Services or upload the Content in a manner which is fraudulent, unconscionable, false, misleading or deceptive;
- (k) you will not attempt to decompile, reverse engineer, disassemble or hack the Mobile Application and/or the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by us with respect to the Mobile Application and/or data transmitted, processed or stored by us; and
- (l) interfere with, manipulate or disrupt the Services or server or cloud or networks connected to the Mobile Application and/or the Services, or disobey these Terms and any other laws, rules and regulations, procedures, policies or regulations pertaining to the Mobile Application and/or Services.

7. THIRD-PARTY RESOURCERS

- 7.1. The Mobile Application and/or the Services may contain apps, contents, resources, websites, links, features and components that are provided by third-party; advertisement to third-party website and services; and/or any third-party products and/or services that may be provided to the Users in the Mobile Application (collectively, **“Third-Party Resources”**). You agree and acknowledge that Third-Party Resources are not under our control and we will not undertake any liability or obligation to you and we are not responsible for the content, products, or services they provide. We provide access to Third-Party Resources only for your convenience and do not monitor, endorse, warrant or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use. Once the Third-Party Resources relating thereto are acquired or used, you shall expressly exempt us from all responsibilities, obligations or liabilities incurred or suffered from your acquisition or use of any Third-Party Resources relating thereto.
- 7.2. Please read carefully and understand provisions hereof and any other applicable policies or terms, including applicable privacy policies, prior to using of the Third-Party Resources. You acknowledge that any term regarding the use or license of such products provided by any third party and services relating thereto is only binding upon you and the third party, and hence, shall not be enforceable between you and ACO TECH.
- 7.3. You shall not download and install any third party products and/or services without permission, or bundle or embed any third-party product or services relating thereto in the Mobile Application and/or the Services without our prior consent. We shall not undertake any liability for losses suffered or damage caused by or in connection with your unauthorized installation, application, repair or maintenance of third-party products and/or services relating thereto. We reserve the right to hold such User or other individual or entity solely liable for any such unauthorized activities or misconduct. We reserve the right to institute or commence legal proceeding and claim for all loss(es) and damage(s) (including but not limited to loss of profit and anticipated profits, punitive and exemplary damages) against such User or other individual or entity to the maximum extent permitted by laws.

8. DATA FLOW CHARGE

- 8.1. The Mobile Application allows you to purchase additional data quota(s) to maintain the connectivity of the software in the infotainment head unit in your vehicle in connection with the Services.
- 8.2. Please note that the data quota is provided by a third party service provider. If any order made by you has been confirmed then any payment made is not refundable unless with reasonable explanation and it will be exercised at our or the respective service provider's absolute discretion.
- 8.3. We do not make any representations or warranties with respect to these data quota(s) purchased by you or the quality of the products and/or services the service provider may provide. The contractual relationship is between you and the respective service provider and we accept no obligations in connection with any such contract.
- 8.4. Due to a variety of uncontrollable factors, the Mobile Application cannot prevent the items in your order information from being out of stock, price identification errors or other unforeseeable errors. When such circumstances occur, you may contact us via the contact information provided in these Terms of Service.

9. PURCHASE AND PAYMENT

- 9.1. When you place an order, please carefully confirm the name, price, quantity, model, specification, size, contact address, telephone number, receiving address and other information of the product or service (where applicable). At the time of placing an order, we deem that the order is made by you and you will be responsible for the authenticity of all the information you provided in the order.
- 9.2. As part of the feature of our Mobile Application, you may, from time to time, make payments to us or third parties (if applicable) as part of your use of ATLAS Auto. We may set out further terms applying to such payments (including in relation to refunds (if any), billing arrangements and any consequences of failing to make timely payments). You must comply with all such terms in relation to your payments to us. You agree that you are solely responsible for all fees and taxes associated with any such payments. and that pricing and availability of Items and products are subject to change at any time.
- 9.3. You authorize us to save your payments-related information on our or our authorized party's systems and bill you according to the payments-related information provided by you.
- 9.4. In the event any payment made by you is rejected, denied or unpaid for any reason whatsoever, we or our authorized party may suspend or stop providing our Services until payment is successfully processed and you will be liable to us for any fees, costs, expenses or other amounts we or our authorized party incur arising from such rejection, denial or return (and we may automatically charge you for such amounts) but we or our authorized party will provide reasonable notice upon such occurrence.
- 9.5. We reserve the right to amend, modify the fees that we charge under this section at any time we deem fit. If you do not accept such changes to the fees, we may be unable to provide the Mobile Application and/or Services to you.
- 9.6. **ATLAS PAY**
 - 9.6.1. Any other terms and conditions governing the electronic wallet payment solutions in our Mobile Application ("**ATLAS PAY**") can be found in Terms And Conditions For Users Of ATLAS PAY and the Privacy Policy & Personal Data Protection Policy For Users of ATLAS PAY. ATLAS PAY is powered by Fass Payment Solutions Sdn. Bhd. (Registration No.: 201201032773 (1017261-P)) ("**Fasspay**") and all payment related matters will be handled by Fasspay. Please read carefully and accept before using ATLAS PAY.
 - 9.6.2. ATLAS PAY is intended for effecting payment for the purchase of the products and/or services, on the Mobile Application and **please take note that** ACO TECH is not a bank or other chartered depository institution, nor an issuer of any credit cards, debit cards, savings account, or other

prepaid payment service method nor an e-money issuer, digital wallet payment service provider or an issuer of designated payment instrument under Bank Negara Malaysia thereupon to the maximum extent permitted under the applicable law, ACO TECH shall not be liable to any User for any payments related activities under ATLAS PAY.

- 9.6.3. **Please take note that** ATLAS PAY is currently compatible with Android and iOS mobile operating system only. We will notify you in the Mobile Application if there are any changes to this section.

10. CHANGES TO THE MOBILE APPLICATION

- 10.1. We may from time to time add new features to the Mobile Application, substitute a new feature for one of the existing features, discontinue or suspend one of the existing features. The use of new features will be governed by these Terms of Service. You agree that we will not be liable to you or any third party for any suspension or discontinuation of any of the Mobile Application or any portion thereof and you shall have no right to object such substitutions, removals, modifications, enhancements and/or upgrades made to the Mobile Application.
- 10.2. It may be necessary for us to perform scheduled or unscheduled repairs/updates or maintenance, provide and maintain daily backup of the data collected by us or remotely patch or upgrade the Mobile Application, which may temporarily degrade the quality of the Mobile Application or result in a partial or complete outage of the Mobile Application. In this regard, we will not be liable to you or any third party for any such degradation in the quality or outage of the Mobile Application. You are solely responsible for regularly backing your data to prevent this from occurring.

11. COMPATIBILITY

- 11.1. We do not warrant that the Mobile Application will be compatible or interoperable with your device or any other piece of hardware, software, equipment or device installed on or used in connection with your device. You acknowledge and agree that we and our affiliates have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

12. USE OF YOUR DEVICE BY ATLAS Auto

- 12.1. For the provision of Mobile Application and/or Services to you, we may require virtual access to and/or use of your relevant device (e.g. mobile phone or tablet) including certain features of your relevant device that you use to access ATLAS Auto – for example, we may need to use your device's processor and storage to complete the relevant ATLAS Auto software installation, or we may need to access your calendar, contact list, camera, gallery album, GPS location, microphone to provide certain interactive functions within ATLAS Auto.
- 12.2. Further information regarding how ATLAS Auto uses and accesses your device will be provided in ATLAS Auto or in any other manner to be notified by us from time to time (e.g. via the relevant app store as part of the installation process for ATLAS Auto on your device). You agree to give us such access to and use of your device, and you acknowledge that if you do not provide us with such right of use or access, we may not be able to provide ATLAS Auto (or certain features within ATLAS Auto) to you.
- 12.3. Any Personal Data (as defined in our Privacy Notice) that we use or access within your device will be treated in accordance with these Terms of Service, including our Privacy Notice.
- 12.4. You may need an adequate internet connection in order to authenticate your ATLAS Auto account or use ATLAS Auto. You may also be required to activate certain functionalities within ATLAS Auto in the manner described within ATLAS Auto. You may not be able to use certain functionalities within ATLAS Auto if you do not comply with such requirements.
- 12.5. Please note that we are not responsible for any third party products and/or services or any third party charges you incur (including any charges from your internet and telecommunication services providers) in relation to or arising from your use of ATLAS Auto.

13. USE OF YOUR VEHICLE BY ATLAS Auto

- 13.1. As part of the features of our Mobile Application, if you opt to connect the mobile application with your vehicle, we may require virtual access to and/or use of your relevant software in the infotainment head unit of your vehicle including access and store certain data of your vehicle in our Mobile Application.
- 13.2. Further information regarding how ATLAS Auto uses and accesses your vehicle will be provided in ATLAS Auto or in any other manner to be notified by us from time to time. You agree to give us such access to and use of your vehicle and/or software in the infotainment head unit of your vehicle, and you acknowledge that if you do not provide us with such right of use or access, we may not be able to provide ATLAS Auto (or certain features within ATLAS Auto) to you.
- 13.3. Any Personal Data (as defined in our Privacy Notice) that we use or access within your vehicle will be treated in accordance with these Terms of Service, including our Privacy Notice.

14. THIRD PARTY CLAIMS

- 14.1. You acknowledge that you are responsible for addressing any third-party claims relating to your use or possession of the Mobile Application and agree to notify us of such third-party claims of which you become aware. You hereby agree to release us from any liability resulting from your use or possession of the Mobile Application.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. All the intellectual property rights of the Mobile Application and/or Services (including any future updates, upgrades and new versions to our Mobile Application and/or Services), whether registered or unregistered including but not limited to Trademarks (as defined hereunder), information, communications, software, text, images, layout, database, graphics, photos, pictures, sounds or audio formats, software (including any derivative works), brands and HTML and accompanying materials and all software compilations, underlying source code and other proprietary information ("**Intellectual Property**") shall remain as our sole and exclusive property or where applicable, our affiliates or third party's intellectual property. All Content of the Mobile Application are also owned or licensed by us.
- 15.2. You acknowledge that the Mobile Application and any underlying technology or software used in connection with the Mobile Application including but not limited to the infotainment head unit contain our proprietary information. We give you a limited, non-sublicensable, non-transferrable, non-exclusive and revocable license to access and use the Mobile Application, Services and the Content subject to the terms and conditions of these Terms of Service. By using or accessing the Mobile Application and/or Services, you agree to comply with the applicable intellectual property law. Except as expressly authorised by these Terms of Service or with the prior approval from ACO TECH/the relevant owners of the Intellectual Property, you hereby agree :-
- (a) not to copy, distribute, republish, transmit, modify, adapt, rent, sell, or create derivative works of any portion of the Mobile Application, the Services or the Content;
 - (b) not to commercialise any information, products or services obtained from the Mobile Application;
 - (c) not to modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble the Mobile Application or use any part of the same including but not limited to the infotainment head unit to provide or incorporate into, any application, product or service provided to a third party; or
 - (d) not to download or store the Content other than for personal use.

- 15.3. In the event you use any of our trademarks, service marks, logos and other rights in trade names (collectively, “**Trademarks**”) in reference to our activities, products or services, you must include a statement attributing the Trademarks to us. You must not use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate any of the Trademarks:
- (a) in or as the whole or part of your own Trademarks;
 - (b) in connection with activities, products or services which are not ours;
 - (c) in a manner which may be confusing, misleading or deceptive; and/or
 - (d) in a manner which disparages us or our information, products or services (including the Mobile Application).

16. PERSONAL DATA

We collect and process your personal data in accordance with the Privacy Notice when you access and use our Mobile Application and/or Services and you hereby consent to the processing of your personal data in accordance with the said notice.

17. MARKETING AND PUBLICITY

You hereby grant us a non-exclusive, non-transferrable, limited, and irrevocable license to use, publish, host, display, adapt, modify, promote, copy, download, sub-license, forward, distribute, reproduce or edit the Content and material provided to us and/or uploaded to the Mobile Application by you, including but not limited for marketing, promoting and redistributing such information as we deem appropriate.

18. WARRANTIES AND REPRESENTATIONS

- 18.1. To the extent permitted by law, ACO TECH does not accept any responsibility for any statement , materials, Content published on the Mobile Application. ACO TECH is at all times, not liable and responsible for the Contents of other link or mobile applications which are posted on the Mobile Application, in any form, that are licensed to ACO TECH by third parties or accessible via links from the Mobile Application that are maintained by third parties.
- 18.2. ACO TECH does not give warranties of any kind concerning the Mobile Application and this includes the warrant that the Mobile Application, Services or any of its Contents or 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 Mobile Application and/or the server (including cloud 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 .
- 18.3. Although ACO TECH will do its best to provide constant, uninterrupted access to the Mobile Application but no guarantee would be provided. ACO TECH accepts no responsibility or liability for any interruption or delay in you accessing this Mobile Application and any losses incurred by you as a result of the disruption to your access of the Mobile Application.

19. DISCLAIMER AND LIMITATION OF LIABILITY

- 19.1. The Mobile Application and the Services are provided on an "as-is" and "as-available" basis and are subject to change with or without notice. You shall assume any and all risks associated with the Content and/or other information downloaded, obtained, or accessed via the Mobile Application and the Services, as well as the risks of device/data damage and content loss due to the use of the Mobile Application and the Services or any Third-Party Resources.

- 19.2. Nothing in these Terms of Service will limit or exclude either party's liability for death or personal injury caused by the negligence of that party or its officers, employees, or agents. Likewise, nothing in these Terms of Service will limit or exclude either party's liability for fraud or for damages caused by deliberate or grossly negligent conduct, nor will it limit or exclude any other liability that cannot be limited or excluded by applicable law.
- 19.3. You release us from all liability for you having acquired or not acquired Content through the Mobile Application. We make no representations concerning any Content contained in or accessed through the Mobile Application, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Mobile Application. We make no representations or warranties regarding suggestions or recommendations or endorsements of the Mobile Application.
- 19.4. To the maximum extent permitted by law, we hereby disclaim all statutory warranties, with respect to the Mobile Application, including without limitation any warranties that the Mobile Application are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing. We do not guarantee that you will be able to use the Mobile Application (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness or completeness of any data or information provided or received through the Mobile Application. Except as expressly set forth herein we make no warranties about the Mobile Application or any other security associated with the transmission of sensitive information. We do not warrant that the Mobile Application will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the Mobile Application are free of viruses, contaminants or other harmful items.
- 19.5. We may provide you with location related features when access or using our Mobile Application in accordance with the provisions of the Privacy Notice. You understand and agree that such features or Services provided based on location may be varied, deviated, inaccurate, incomplete or delayed, and may not be used for any emergency or life-saving purpose. We will use commercially reasonable efforts to ensure that there is no excessive inaccuracy, incompleteness or delay in the location related features. In case of any inaccuracy, incompleteness or delay, we will use commercially reasonable efforts to minimize such circumstance to the extent possible. Please note that we make no undertaking or warranty that: (a) the use of the Services provided based on location and location related features will fully satisfy the User's requirements; or (b) all information obtained through the use of the Services provided based on location will be accurate or reliable.
- 19.6. We may provide paid listings, advertisements or other sponsored information. We may also commingle sponsored information with general, unpaid search results and may not distinguish between these two categories of information. Sponsored listings or other advertisements may be given priority in display over unpaid listings.
- 19.7. In any event, we and our officers, directors, employees, agents, partners, representatives, shareholders, solicitors, attorneys, predecessors and successors shall not be liable for any losses, claims or damages suffered by any user whatsoever and howsoever arising or resulting from the usage of the Mobile Application, Services and their Content, including disputes between any parties to the maximum extent permitted under the applicable law.
- 19.8. To the maximum extent permitted by applicable law, in no event we shall be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages arising from your use of, or inability to use the Mobile Application. These exclusions apply to any claims for loss of profits, loss of data, loss of goodwill, failure or malfunction, any other commercial damages or losses, even if we knew or should have known of the possibility of such damages. For the avoidance of doubt, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Service that is caused by any act or event beyond our reasonable control, including failure of telecommunications networks.
- 19.9. Notwithstanding the previous sections, if ACO TECH is found by a court of competent jurisdiction to be liable, then, to the maximum extent permitted by applicable law, you hereby agree its liability to you or to any third party shall be limited to the lesser of: (a) the amount that you have paid to us for your use of the Mobile Application and/or Services; or (b) RM900 (Ringgit Malaysia Nine Hundred Only).

20. CONFIDENTIALITY

- 20.1. You undertake to and shall ensure and procure that your representatives shall keep all information of any kind, whether in machine readable or visually readable form, oral or otherwise and whether or not labelled as “Confidential”, received from us or disclosed to you under these Terms of Service confidential and shall not disclose such information to any other person or third party, save where (i) such information is required to be disclosed for the for the purpose of these Terms of Service, (ii) disclosure is required by law, or (iii) we had consented to such disclosure in writing. Upon termination of these Terms of Service, you shall destroy or, at our request, promptly return all such confidential information to us.
- 20.2. Notwithstanding the foregoing, such confidential information shall not include information that: (i) was, at the time of its disclosure by us to you, already in your possession; (ii) is independently developed by you, (iii) is or becomes generally available to the public other than as a result of a breach of these Terms of Service by you or your representatives; or (iv) becomes available to you on a non-confidential basis from a source other than us or our representatives; provided, however, that such source is not to your knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to us.

21. INDEMNIFICATION

- 21.1. You agree to indemnify, defend and hold us harmless against any loss, damage or cost incurred by us arising out of your use of the Mobile Application, Services, the Content or any other information, your violation of these Terms of Service, or any other laws, regulations and rules. You will also indemnify us against any claims, actions, proceedings that pertaining to the Content, information or material which you have submitted to us if such Content, information or material is in violation of any law or in breach of any third-party rights (including, but not limited to, claims in respect of defamation, breach of confidence, infringement of copyright or infringement of any other intellectual property right(s)).

22. TERMINATION

- 22.1. You hereby agree that the Mobile Application, Account and/or Services may be suspended or terminated in the following events, with or without advance notice (where reasonably practicable, we will give you advance notice of any suspension or termination):
- 22.1.1. The Mobile Application and/or the server (including cloud server) and/or the Services provided are under disruption/emergency maintenance/system updates;
 - 22.1.2. The Mobile Application and/or Services cannot be provided due to force majeure events (including change of relevant laws and regulations);
 - 22.1.3. The Mobile Application and/or Services have undergone unauthorized installation, modifications, repair or maintenance by you without our prior consent/authorisation;
 - 22.1.4. If we, in our sole discretion, believe that you may have engaged in any potentially fraudulent or suspicious activities and/or transactions, including any activities that we potentially believe to violate any laws, or public order, immoral or are for the purpose of abusing the Mobile Application and/or Services;
 - 22.1.5. If we, reasonably believe that you have breached any clause/section of these Terms of Service;
 - 22.1.6. If your use of ATLAS Auto creates risk for us or for other users of ATLAS Auto, gives rise to a threat or potential third party claims against us or is potentially damaging to our reputation; or
 - 22.1.7. To the extent permitted by the applicable law, other circumstance(s) where we deem it is necessary to suspend or terminate your Account and/or these Terms of Service from the perspective of operation or technology.
- 22.2. In addition to section 22.1 and any other legal or equitable remedies, we may immediately terminate or revoke any or all of your rights granted under these Terms of Service where reasonably practicable, with or without advance notice, without prejudice to any other rights we may have under these Terms of Service at our absolute discretion.
- 22.3. Upon termination of these Terms of Service –

- (a) all rights granted to you under these Terms of Service shall cease and we shall have the right to delete or deactivate your Account;
- (b) you must immediately cease all activities authorised by these Terms of Service;
- (c) you remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or your Content (where applicable), and you must at your best endeavour to complete the transactions;
- (d) you must immediately destroy, delete and remove (i) the Mobile Application from all devices, (ii) all Content in connection with the Mobile Application which is in your possession, and (iii) all copies of the Mobile Application then in your possession, custody or control and certify to us that you have done so; and
- (e) we reserve the right to institute or commence legal proceeding and claim for all loss(es) and damage(s) (including but not limited to loss of profit and anticipated profits, punitive and exemplary damages) against you to the maximum extent permitted by laws.

22.4. Any termination of these Terms of Service shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

22.5. You furthermore agree that we 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 Mobile Application and/or Services or with the Terms of Service or any terms, conditions, rules, policies, guidelines, or practices of us, in operating the Mobile Application and/or providing Services, your sole and exclusive remedy is to discontinue using the Mobile Application and the Services. You may terminate these Terms of Service in accordance to section 3.6 herein.

22.6. All obligations of the parties in any provision of these Terms of Service which expressly or by their nature survive the termination of these Terms of Service, shall continue in full force and effect subsequent to and notwithstanding such termination, until they are satisfied or by their nature expire. The surviving obligations include but are not limited to Intellectual Property ownership, confidentiality, warranties, disclaimers, and limitations of liability.

23. GENERAL

23.1. Governing law

These Terms of Service including these Additional Terms and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malaysia, without giving effect to any conflict of law principles thereof. Any legal suit, action or proceeding arising out of, or related to, these Terms of Service shall be instituted exclusively in the Courts of Malaysia. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23.2. Waiver

Any waiver by us of any terms of these Terms of Service must be in writing. No waiver of these Terms of Service shall be deemed a further or continuing waiver of such term or condition or any other term of condition, and any failure of us to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

23.3. Severability

In the event any provision of these Terms of Service including the Additional Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Service shall continue in full force and effect.

23.4. **Entire Agreement**

These Terms of Service including Additional Terms and other terms that are incorporated herein by reference(which can be found in the Mobile Application), constitute the sole and entire agreement between you and us with respect to the Mobile Application and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

23.5. **Assignment**

We shall be permitted to assign, transfer, and subcontract our rights and/or obligations under these Terms of Service to any third party at our absolute discretion without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms of Service without our prior consent.

23.6. **Amendments**

We may, through the Mobile Application or by such other method as ACO TECH may designate, vary, amend and modify the terms and conditions of these Terms of Service, such variation to take effect on the date we specify through the above methods. If you use or access our Mobile Application and/or Services after such date, you are deemed to accept such variation. If you do not accept such variation, you must stop access or using the Mobile Application and/or Services and terminate your Account.

23.7. **Notices**

Any notices or consents to be given to you may be given in such manner as we deem fit (including any electronic means) and will be deemed received if hand delivered or posted to your last known address or sent to your electronic mail address.

Please contact us at 012-2293588 or email to talkto@myatlas.com.my if you have any questions or concerns about these Terms of Service or pertaining to the Mobile Application. Notwithstanding anything to the contrary in this section 23.7, notification by way of email shall not be applicable to or valid with respect to any legal notices, claims, demands, suits, actions and/or proceedings.

23.8. **No Partnership**

These Terms of Service are not intended and shall not be construed as constituting a partnership or agency relationship between you and ACO TECH or any continuing relationship or commitment between you and ACO TECH after the termination hereof and none of the parties shall have any authority to create, vary or assume in the name of a joint venture or on behalf of the other party, any rights or obligations express or implied for any purpose, save as expressly provided in these Terms of Service.

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