

TERMS & CONDITIONS FOR USERS OF ATLAS AUTO MARKETPLACE (“TERMS OF USE”)

Last updated date: 18 March 2022

Important - Please read the following terms and conditions for all users of the online marketplace available on ATLAS Auto Mobile Application (“**ATLAS Auto Marketplace**”) carefully. By accessing to ATLAS Auto Marketplace which is owned by ACO TECH SDN. BHD. (Registration No. 201901028783 (1338112-W)) (“**ACO TECH**”, “**Us**”, “**Our**” or “**We**”) and/or using the services available therein, you agree that you have read, understood, accepted and agreed to be bound by this Terms of Use in addition to our Community Guidelines, Privacy Notice and all other applicable terms and conditions incorporated by reference and/or implication in accordance with the Website Term of Use (which can be found on www.acotech.my) governing your access to and use of ATLAS Auto Mobile Application. You further agree to the representations made by yourself below.

You are aware and agree that ACO TECH may, at its sole discretion, from time to time and at any time, update or revise this Terms of Use and you are advised to periodically review the latest terms and conditions made available on ATLAS Auto Mobile Application. Your continued use or access to ATLAS Auto Marketplace shall be deemed to be your express acceptance of any revised Terms of Use.

1. USERS OF ATLAS AUTO MARKETPLACE

- 1.1. ATLAS Auto Marketplace is an online marketplace available on ATLAS Auto Mobile Application developed by ACO TECH where a seller may, by complying with the provisions of the Marketplace Seller Agreement and/or any other supplemental arrangements entered into with ACO TECH (“**Marketplace Seller Agreement**”), list and sell its products and/or services (“**Seller**”) to other users of ATLAS Auto Marketplace (“**Buyer**”).
- 1.2. This Terms of Use shall apply to both Seller and Buyer consisting of individual, corporate entity and all registered and non-registered users of ATLAS Auto Marketplace (collectively referred to as “**Users**” or “**You**”):
 - (a) Individual user shall mean an individual of the age of majority in accordance with the Age of Majority Act 1971, that is 18 years old and above. Individual of the age of 18 and below, user shall mean the guardian or parents as the case may be;
 - (b) Corporate user shall mean all corporate and business entities (including such persons depicting and transact in representation of a corporate or business, whether authorised or unauthorised); and
 - (c) All Users who have access and logged on to ATLAS Auto Marketplace shall be the person/body corporate bearing the name shown or registered at ATLAS Auto Marketplace. Non-registered User or anonymous User shall mean the traced owner of the corresponding IP address.
- 1.3. All Users shall use any services available on ATLAS Auto Marketplace only upon successful registration and activation of an account with ACO TECH. In addition to this section 1, you agree to read, understand and accept all general provisions under the Website Term of Use which shall constitute part of this Terms of Use at <https://acotech.my/terms-conditions/>.
- 1.4. You acknowledge and agree that all actions taken by any person accessing to or using your account or any services on ATLAS Auto Marketplace on your behalf shall be deemed duly authorized unless you have given ACO TECH advance written notice of such person’s lack of authority.

2. INDEPENDENT CONTRACTUAL RELATIONSHIP BETWEEN THE USERS

- 2.1. In all circumstances, ACO TECH is merely acting as the platform provider to facilitate the buying and selling of the products and/or services between the Seller and Buyer via ATLAS Auto Marketplace. Any buying and selling activities and/or contracts entered into or formed between the Sellers and Buyers are wholly and solely on their own accounts. Users to such transaction shall be entirely responsible for the sales contract between them, the listing of goods and/or services, warranty of purchase and any information or content pertaining to the sale of goods and/or services. ACO TECH is not involved in the transaction between the Buyer and Seller and hence, shall not be deemed to be part of the transactions and shall not be taken to be representing any of the Users. You agree that ACO TECH accepts no obligations in connection with any such contract.
- 2.2. ACO TECH shall have no responsibility and shall not be held liable for the description, quality, fitness, safety, authenticity, lawfulness or availability of the products and/or services listed on ATLAS Auto Marketplace, the contents of any advertisement or promotional activities, the identity or ability of a User to complete a transaction, and the legality of transactions made through ATLAS Auto Marketplace.
- 2.3. Any complaints between the Seller and the Buyer must be taken up with each other directly. The Seller shall be responsible for handling all complaints from the Buyer in relation to its products and/or services and shall, at its best endeavour, resolve all customers issues and complaints relating to ATLAS Auto Marketplace.
- 2.4. The Users shall be responsible for all claims in relation to any of their transactions pertaining to the products and/or services listed on ATLAS Auto Marketplace. ACO TECH will, at its best endeavour, cooperate with the Users by providing and disclosing all necessary documents as required by the laws and the courts of Malaysia. ACO TECH nonetheless bears no responsibility for any risk and shall not be liable for any claims, demands, liabilities, expenses, losses, costs or damages in connection thereof.
- 2.5. You acknowledge and agree that, in order to fulfil our obligations under the relevant laws and regulations, ACO TECH will take reasonable steps to keep and maintain a record of the names and contact details (including telephone numbers and addresses) of the Users for a period of two (2) years from the time of registration with ATLAS Auto Marketplace.

3. USERS' REPRESENTATIONS AND UNDERTAKINGS

- 3.1. Each User represents, warrants and agrees that you shall:
 - (a) in addition to this Terms of Use, our Community Guidelines, the Website Term of Use and the Privacy Notice, comply with all applicable laws and regulations when you access to or carry on your activities on ATLAS Auto Marketplace or use any services provided therein;
 - (b) not use ATLAS Auto Marketplace for any illegal or unauthorised purposes or to cause nuisance, annoyance, inconvenience or make fake or fraudulent transactions via ATLAS Auto Marketplace;
 - (c) conduct your activities or transactions with other Users in good faith;
 - (d) not use ATLAS Auto Marketplace to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
 - (e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity, engage in spamming, phishing or other similar activities on ATLAS Auto Marketplace;

- (f) not engage in any kind of unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities to be conducted on or via ATLAS Auto Marketplace;
- (g) not involve attempts to copy, reproduce, exploit or expropriate ATLAS Auto Marketplace's various proprietary directories, databases and listings;
- (h) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information on ATLAS Auto Marketplace;
- (i) not involve any scheme to undermine the integrity of the data, systems or networks used on ATLAS Auto Marketplace and/or by any User or gain unauthorized access to such data, systems or networks available on ATLAS Auto Marketplace; and
- (j) not engage in any activities that would otherwise create any liability for ACO TECH or any User on or via ATLAS Auto Marketplace.

3.2. The Seller represents, warrants and agrees that you shall/are:

- (a) strictly adhere to the provisions under the Marketplace Seller Agreement. In the event of any conflicts or inconsistencies between this Terms of Use and the terms and provisions of the Marketplace Seller Agreement, the provisions of the Marketplace Seller Agreement shall prevail;
- (b) have obtained and acquired all necessary licences, certifications and/or regulatory approvals prior to your registration for the purpose of conducting business and carrying out activities on ATLAS Auto Marketplace;
- (c) not the subject of any trade restrictions, sanctions or other legal restrictions enacted or proposed to be enacted by any country, international organization or jurisdiction ("**Relevant Subjects**") and are not offering products or services on ATLAS Auto Marketplace that would likely trigger any international trade restrictions, sanctions or other legal restrictions by any Relevant Subjects;
- (d) comply with applicable laws and regulations in conducting your respective business activities (including without limitation applicable laws and regulations with respect to product safety, intellectual property rights, data privacy, consumer protection, product or regulatory certification, import and export control, unfair competition, price gouging, false advertising, labour, environment, health and safety, anti-bribery and anti-money laundering). If a product is not permitted under any law or regulation, ACO TECH reserves the right to remove the product listing and stop the sale of any such product on or via ATLAS Auto Marketplace;
- (e) in case of import/export of a product listed on ATLAS Auto Marketplace, responsible for your products compliance with the laws and regulations of the country/region of destination, including levy compliance, weight or size restrictions and other shipping and packaging requirements; and
- (f) act in compliance with the Consumer Protection (Electronic Trade Transactions) Regulations 2012 to disclose via ATLAS Auto Marketplace to other Users the following non-exhaustive information:
 - (i) The name of the person who operates the business for the purpose of supply of goods and/or services through ATLAS Auto Marketplace, or the name of the business, or the name of the company;
 - (ii) The registration number of the business or company, if applicable;

- (iii) The e-mail address and telephone number, or address of the person who operates the business for the purpose of supply of goods and/or services through ATLAS Auto Marketplace;
- (iv) A description of the main characteristics of the goods and/or services;
- (v) The full price of the goods and/or services including transportation costs, taxes and any other costs;
- (vi) The method of payment;
- (vii) The terms and conditions; and
- (viii) The estimated time of delivery of the goods and/or services to the Buyer.

3.3 If, at any time, you fail to meet or breach any of the requirements/undertakings stipulated under sections 3.1 and 3.2 above, you should stop accessing to ATLAS Auto Marketplace and cease to use any services provided therein immediately. If ACO TECH reasonably believes that any of your conduct violates or threatens to violate any applicable laws and regulations, ACO TECH may, at its sole discretion, at any time take action as it may deem appropriate in light of the circumstances, including, but not limited to, terminating the provision of services to you, closing or cancelling any pending services, transactions and/or orders and terminating your accounts, while reserving all rights it may have regarding any non-compliant actions or conduct of the Users.

4. DISCLAIMERS

4.1. The platform

- (a) To the maximum extent permitted by law, ACO TECH hereby disclaims all statutory warranties with respect to ATLAS Auto Marketplace, including without limitation any warranties that ATLAS Auto Marketplace are merchantable, of satisfactory quality, accurate or fit for a particular purpose or need.
- (b) ACO TECH does not guarantee that the Users will be able to use ATLAS Auto Marketplace (either directly or through third-party networks) at times or locations of the User's choosing. ACO TECH is not responsible for the accuracy, reliability, timeliness or completeness of any data or information provided or received through ATLAS Auto Marketplace.
- (c) Except as expressly set forth herein, ACO TECH makes no warranties about ATLAS Auto Marketplace or any other security associated with the transmission of sensitive information. ACO TECH does not warrant that ATLAS Auto Marketplace will operate error-free, bug-free or free from defects, that loss of data will not occur, or that ATLAS Auto Marketplace are free of viruses, contaminants or other harmful items.
- (d) ACO TECH reserves the right to change, upgrade, modify, limit or suspend ATLAS Auto Marketplace or any of its related functionalities or applications or features at any time temporarily or permanently with or without prior notice which shall also include introducing new features, functionalities or applications to ATLAS Auto Marketplace. You agree that ACO TECH shall not be liable to all Users or any third party for any upgrades, modifications, suspension or discontinuation of ATLAS Auto Marketplace or any portion thereof and you shall have no right to object such substitutions, removals, modifications, enhancements and/or upgrades made to ATLAS Auto Marketplace.

- (e) As our services on ATLAS Auto Marketplace are linked to the internet which is inherently insecure, you are aware of the possible risks of dealing with person (as individual and/or body corporate), acting under false pretences or depicting others. ACO TECH may minimise apparent risk of such dealing but cannot provide any assurance regarding the security of transactions conducted via ATLAS Auto Marketplace and make no guarantee in eliminating all risks underlying each transaction. By entering into a transaction on or via ATLAS Auto Marketplace, you acknowledge that you are doing so at your own risk.

4.2. Goods and/or services specifications

- (a) All contents and information provided or made available on ATLAS Auto Marketplace are solely for illustrations and informational purposes. Any product representations expressed or made available on ATLAS Auto Marketplace are from the Sellers and have no relevance with ACO TECH. Submissions, opinions, endorsement or recommendations expressed or made available on ATLAS Auto Marketplace are from the User posting such content and shall not reflect our opinions and views of the relevant subject matter.
- (b) Any information made available on ATLAS Auto Marketplace in connection with the supply of goods, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating materials, operating costs or any information disclosed by the Sellers through the online messenger services on ATLAS Auto Marketplace may not be binding and may be intended for information purposes only. Buyers thereupon shall not enter into any transactions and contracts in sole reliance of such representations and descriptions.
- (c) Buyers are hereby informed and made aware that any assurance or promise made by the Sellers in relation to the goods and/or services offered via ATLAS Auto Marketplace may be a form of sales gimmick and marketing techniques.
- (d) The Seller shall endeavour to provide an accurate description of the goods and/or services listed on ATLAS Auto Marketplace. ACO TECH does not guarantee to any User that such description is accurate, current or free from error.
- (e) Any cancellations, returns, refunds and replacement of goods are subject to the Refund and Return Policy set out in section 6 below.
- (f) Any typographical, clerical or other error or omission in any quotation, invoice or other document or information issued by ACO TECH via or on ATLAS Auto Marketplace, if any, shall be subject to correction without any liability on the part of ACO TECH.

4.3 Delivery of goods and/or services

- (a) Time of delivery shall be communicated and agreed upon between the Users for each and every transaction. In respect of all logistic and transportation information and details in relation to delivery of goods and/or services, the Buyers shall deal directly with the Sellers. In relation thereof, any claims arising from and in connection to unreasonable delay and non-delivery of goods and/or services shall be borne solely by the Users at their own costs and expenses, and ACO TECH shall not be held liable for and against any such claims.

5. **PAYMENT TERMS**

5.1. The Sellers

- (a) The Seller shall pay to ACO TECH all fees and costs in accordance with the payment obligations as stipulated under the Marketplace Seller Agreement on non-refundable basis. This no-refund policy shall apply at all times regardless of your decision to terminate your access to ATLAS Auto Marketplace, our decision to terminate or suspend your access to ATLAS Auto Marketplace, any disruption caused to the provisions of service on ATLAS Auto Marketplace whether planned, accidental or intentional, or any reason whatsoever.
- (b) ACO TECH reserves the right to suspend the processing of any transaction where we reasonably believe that the transaction may be fraudulent, illegal or involves any criminal activity or where the Seller and/or the Buyer have breached any of the provisions in this Terms of Use. In any such event, you undertake that ACO TECH shall not be liable for any withholding of, delay in, suspension, forfeiture or cancellation of, any payment(s) to you.
- (c) In any event, ACO TECH has absolute discretion to adjust the fees as it deems fit and shall notify the Seller of such adjustment by complying with the provisions of the Marketplace Seller Agreement.

5.2. The Buyers

- (a) The Buyers are required to make payment for the goods and/or services ordered via ATLAS Auto Marketplace (“**Sale Proceed**”) by using the designated payment methods available to you on the Marketplace. Any payment pursuant to such selection is non-refundable, unless the order has been cancelled where if the Buyer has already been charged for such order, ACO TECH will, in accordance with section 6 below, execute refund of the Sale Proceed (and any adjustments thereof) and credit to the applicable Buyer’s account.
- (b) Automated payment can be made with credit card and/or debit card, via ATLAS PAY, alternative e-Wallets or such other methods as may be made available on ATLAS Auto Marketplace from time to time. Before using ATLAS PAY for making any payment, you shall read and accept the Terms and Conditions for Users of ATLAS PAY which is accessible at https://public-assets.fasspay.com/ew/partner/acotech/termsofservice_en.html.

5.3 You acknowledge and agree that ACO TECH reserves its sole and absolute discretion to change, modify, amend, delete, add, and/or update any terms and conditions pertaining to fee rates, payment method and payment obligations from time to time and such changes, modifications, amendments, deletion, addition and/or updates shall be duly notified the Users via any reasonable means at the discretion of ACO TECH and such changes, modifications, amendments, deletion, addition and/or updates shall take effect immediately upon such notice given.

6. **REFUND AND RETURN POLICY**

- 6.1 In the occurrence of cancellation request by the Buyer, upon the Buyer making an application to cancel the order and refund the money/credit paid, or where if the Seller is directed by ACO TECH to stop or cancel an order, the Seller shall proceed to confirm the cancellation request within seven (7) days of such application and ACO TECH will proceed to refund the Sale Proceed to the Buyer.
- 6.2 In the occurrence of return and replacement request by the Buyer, upon the Buyer making an application to return the products and/or services, the Seller shall proceed to confirm the return request within seven (7) days of such application and ACO TECH may assist, but is not obligated to assist, the Seller to facilitate the return process. In relation to the Seller’s products, ACO TECH will proceed to refund the Sale Proceed

to the Buyer after the Seller received the returned products ("**Returned Product**") or fourteen (14) days after the Buyer submitting the tracking information at ATLAS Auto Marketplace, whichever earlier.

- 6.3 In the occurrence of Failed Delivery, whereby the Seller has attempted to deliver the Seller's products but was not successful or the Seller has failed to achieve the lead time required to deliver the Seller's products ("**Failed Delivery**"), the Seller may be required to bear costs associated with the Failed Delivery if attributed by the Seller.
- 6.4 If the Seller delays in resolving Buyer's complaint or dispute in relation to the products and/or services within the period of seven (7) days from the date of such application or request, then on the expiry of such period, ACO TECH may at its sole discretion decide and remit the refund to the Buyer upon receipt of request from the Buyer and recover all costs incurred from the Seller. The Seller expressly agrees and waives its right for any contest or dispute.
- 6.5 You acknowledge and agree that ACO TECH has no responsibility toward any Users for any risk or be liable for any claims, demands, liabilities, expenses, losses, costs or damages in connection thereof including with regard to any Failed Delivery and Returned Product (including due to a threatened recall).
- 6.6 You acknowledge and agree that ACO TECH shall have the full power, authority and discretion (but not the obligation) to make a determination on any dispute between the Users, if Seller fails to settle dispute within such time period as mentioned under this section 6 including handling of refund.

7. LIMITATION OF LIABILITY

- 7.1. To the maximum extent permitted by law, ATLAS Auto Marketplace and all provisions of services therein are provided on an "**as is**" and "**as available**" basis and subject to change without notice. The Users shall assume any and all risks associated with the content and/or other information downloaded, obtained, or accessed via ATLAS Auto Marketplace and the services provided therein, as well as the risks of device or data damage and content loss due to the use of or access to ATLAS Auto Marketplace.
- 7.2. ACO TECH makes no representations concerning any content contained in or accessed through ATLAS Auto Marketplace and shall not be held liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through ATLAS Auto Marketplace.
- 7.3. You acknowledge and agree that it may be necessary for ACO TECH to perform scheduled or unscheduled repairs/updates or maintenance or remotely patch or upgrade ATLAS Auto Marketplace, which may temporarily degrade the quality of the services or result in a partial or complete outage of ATLAS Auto Marketplace. In this regard, you agree that ACO TECH shall not be liable to any User or third party for any such degradation in the quality or outage of ATLAS Auto Marketplace.
- 7.4. You acknowledge and agree that in any event, ACO TECH and its officers, directors, employees, agents, partners, representatives, shareholders, attorney, 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 ATLAS Auto Marketplace, the services available therein and their content, including disputes between any parties to the maximum extent permitted under the applicable laws and regulations.
- 7.5. You acknowledge and agree that ACO TECH shall not be responsible to you, whether in the capacity as a Seller or Buyer, to the fullest extent permitted by applicable laws and regulations for any losses, including but not limited to:
 - (a) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure);

- (b) any indirect or consequential losses (regardless of whether or not such indirect or consequential losses are foreseeable to ACO TECH during your use of or access to ATLAS Auto Marketplace;
 - (c) any liabilities in relation to the following risks which you may encounter:
 - (i) information with threatening, defamatory or illegal content from an anonymous source or someone using a false or fictitious name;
 - (ii) you being misled or deceived by any person which results in psychological or physical harm and/or economic loss; or
 - (iii) other risks caused by improper conduct of any other User;
 - (d) any liability for the interruption or disruption of ATLAS Auto Marketplace or ATLAS Auto Mobile Application in case of:
 - (i) malfunction of the computer software, systems, hardware and communication networks of the User;
 - (ii) malfunction of the banking/payment system or banking/payment network;
 - (iii) suspension of ATLAS Auto Marketplace and/or ATLAS Auto Mobile Application due to laws and/or regulations; or
 - (iv) any other circumstances which is not reasonably foreseeable by ACO TECH (which exemption includes liability that would otherwise arise for any direct loss) or which even if reasonably foreseeable, could not reasonably have been avoided or was otherwise beyond ACO TECH's reasonable control.
- 7.6 You acknowledge and agree that, if in any event ACO TECH is found by a court of competent jurisdiction to be liable for a claim in whatsoever nature, ACO TECH's liability to the User or to any third party shall be limited to the lesser of: (a) the amount that the User have paid to ACO TECH for use of the services via ATLAS Auto Marketplace; or (b) RM5000 (Ringgit Malaysia Five Thousand Only).
- 7.7 You agree to indemnify, save, release and hold ACO TECH, our affiliates, directors, officers, employees, contractors, representatives and agents harmless from any and all claims, losses, liabilities, demands and damages (actual, direct, consequential or otherwise) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your access to or use of ATLAS Auto Marketplace or services available therein, your breach of any representations and warranties, or your breach of any of the terms and condition of this Terms of Use, our Community Guidelines, the Website Term of Use, the Privacy Notice and all other applicable terms and conditions incorporated by reference and/or implication.
- 7.8 You further agree to indemnify, save, release and hold ACO TECH, our affiliates, directors, officers, employees, contractors, representatives and agents harmless from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by any third parties relating to products and/or services listed on ATLAS Auto Marketplace or as a result of your use of or access to the ATLAS Auto Marketplace. ACO TECH reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with ACO TECH in asserting any available defences.

8. MISCELLANEOUS

- 8.1 ACO TECH may, at its sole discretion, amend, revise, vary, modify or update this Terms of Use and suspend or cancel your account or your eligibility to use or access to ATLAS Auto Marketplace at any time. By your continuous use or access to ATLAS Auto Marketplace, you are deemed to have read and agreed to any of such amendment, revision, variation, modification or update to this Terms of Use. You should check this page from time to time if you wish to read the latest Terms of Use.
- 8.2 Your failure to enforce any right or provision in this Terms of Use shall not constitute a waiver of such right or provision unless agreed to by the parties in writing and shall not affect the parties' right to enforce such right or provision.
- 8.3 If any provision of this Terms of Use is held to be void, invalid or unenforceable, such provision shall be severed and the remaining provisions of this Terms of Use shall remain valid and shall be enforced to the fullest extent under law.
- 8.4 This Terms of Use are governed by and construed in accordance with the laws of Malaysia without regard to the choice or conflict of law provisions of any jurisdiction.
- 8.5 No joint venture, partnership, employment or relationship between a principal and agent exists between us, the Users or any third party as a result of this Terms of Use or your use of or access to ATLAS Auto Marketplace.

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