

Date: 24/04/2024

I, CHIAH CHENG WEI

(Name),

DIRECTOR

(Position) of MTM AUTO

(Company) acknowledge to the Terms and

Conditions stated below, and agree to register an account with Motorist Technology Sdn. Bhd.

Office Number 018-3833823	Fax Number	Mobile Number 018-3833823	Email Address mtmauto313@gmail.com
<p>Office Address Level 6 Car Park, Cheras Sentral Mall, Jalan Cheras KM 10 Cheras Sentral Mall, 56000 Cheras Kuala Lumpur</p>			

Terms and Conditions:

In these terms, "you" and "your" refers to the representatives of your company and the company itself; "we", "us" and "ours" refers to Motorist Technology Sdn. Bhd., including its successors and assigns.

1. General

- 1.1. You are subjected to the Terms of Use and Privacy Policy of our website.
- 1.2. You will at all times exercise good faith in your dealings and behave in an appropriate manner with us.
- 1.3. Strictly no sharing of account login credentials with other personnel. Account owner shall bear full responsibility of activities conducted regardless of who performed them using the account, unless the account was reported to be compromised before such activities were conducted.
- 1.4. A director named on your company's SSM must endorse and sign this Partner Enrolment Form.
- 1.5. You are to make payment within 7 days from the date of billing or when you reach a credit of RM5,000, whichever occurs earlier.
- 1.6. Interest on late payment shall be applicable at the rate of 1.5% per month on each overdue invoice.
- 1.7. In addition to interest on any overdue invoice, you shall pay a late payment charge of RM50 on each overdue invoice.
- 1.8. If amount payable is not made when due, we shall be at liberty to suspend your account without notice; and without prejudice to any remedies or debt recovery method, including, but not limited to, appointing third party debt collection agencies.
- 1.9. If amount payable is not recoverable from you, the liability for it shall extend to the Endorsing Director and we reserve the right to pursue or exhaust legal and/or equitable remedies against the

1.14. You will indemnify, defend, and hold us harmless from every loss, liability, cost, expense, damage, claim, action, and cause of action, including but not limited to legal fees and costs, arising from or related to any case of dispute(s) between you and the customer, other partner and/or other third party.

2. **Buy Car**

- 2.1. You are to acknowledge and honour your bid for the vehicles that you have bidden for.
- 2.2. You are to keep us updated on the purchase status of the vehicle that you have successfully bidden for.
- 2.3. If the vehicle's condition is as stated on our website, you are not allowed to negotiate on the bidden price.
- 2.4. Transfer of ownership for the purchased vehicle has to be executed within 2 weeks after handover.
- 2.5. Upon successful purchase of any vehicle through us, you are to pay a fee of RM400 or 1.5% of the purchase price (capped at RM2,000), whichever is higher. Fee payable is additional to the bidden price, you are to factor it into your consideration when bidding.
- 2.6. We do not guarantee that you will be able to purchase the vehicle even if you are the highest bidder.
- 2.7. We reserve the right not to reveal the information of the customer even if you are the highest bidder.
- 2.8. We reserve the right to skip your bidden price without explanation.

3. **Credit Tip-Off Service (CTOS) Data System**

3.1. Pursuant to the CRA Act and Central Bank of Malaysia Act, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under the CRA Act to process my/our company and personal data.

By this consent, I/We understand and agree that:

- 3.2. i) You may conduct credit/trade check, CCRIS and DCHEQUE checks on us and where applicable with CTOS at any time for as long as I/we have a trade relationship with you or where any dues remain unpaid and outstanding with you, for any one or more of the following purposes:
 - *Opening of account
 - *Credit/Account monitoring
 - *Debt recovery
 - *Credit/Account evaluation
- 3.3. *Credit/Account review
- 3.4. *Legal documentation consequent to a contract or facility granted by you.
- 3.5. ii) You may disclose any information on the Parties' conduct of their accounts with you, to any business entity/ies for bona fide trade checking at any time. The Parties are also aware and understand that such information will be provided to a credit reporting agency/ies, who may in turn share such information to subscribers of their service.
- 3.6. iii) Where you require any processing of our application to be processed by any processing centre located outside Malaysia (including your Head Office), the Parties hereby give consent to CTOS to disclose their credit, CCRIS & DCHEQUE reports to such locations outside Malaysia.
- 3.7. iv) Apart from the above, the Parties undersigned do give our consent to you and the CTOS, to process my/our personal data as per the PDPA Act.
- 3.8. If you do not wish for us to collect, use or disclose your personal data for any of the above purposes,

- 4.1. You hereby acknowledge and agree that your personal data, as provided in this Partner Enrolment Form, or obtained by us as a result of your enrolment, will/may be collected, used and/or disclosed by us for the purpose to process, administer and manage your usage and/or experience with us, and to provide you with our services.
- 4.2. If you do not wish for us to collect, use or disclose your personal data for any of the above purposes, you may withdraw your consent in writing to us, however, this may result in our inability to provide you with our services and hence may result in the termination of your account.

This agreement supersedes all previous or undated "Partner Enrolment Form".

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MTM AUTO
202203031193 (003365916-D)
Level 6 Car Park, Cheras Sentral Mall,
Jalan Cheras KM 10
Cheras Sentral Mall, 56000 Cheras,
Wilayah Persekutuan Kuala Lumpur

Applicant's Signature & Company
Stamp



Endorsing Director's Signature

Name: **CHIAH CHENG WEI**
NRIC: **910823-08-6013**

Thank you for your interest to be a partner of Motorist Technology Sdn. Bhd.
Kindly fax or email us the completed form together with a copy of the applicant's IC, endorsing director's IC and
business registration form (SSM, Form 9, Form 49)

Fax: +60392129372

Email: enquiry@motorist.my