

I, SHAWN TAN (Name), DIRECTOR
(Position) of JS WIN AUTO. (Company) acknowledge to the Terms and
Conditions stated below, and agree to register an account with Motorist Technology Sdn. Bhd.

Office Number	Fax Number	Mobile Number <u>02-644254</u>	Email Address <u>jswinauto@gmail.com</u>
TIN Number	Business Registration Number <u>1468377-V</u>	SST Number	
Office Address <u>No 2A, Jalan 6/150 Taman Desa Perdana 51100 Kuala Lumpur.</u>			

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 agree to pay the prevailing rates, fees and charges applicable for using our services set forth in www.motorist.my/partner-feesMY.pdf And such rates, fees and charges may be adjusted from time to time without prior notice.
- 1.6. All rates, fees, charges, prices and amount payable communicated prior to invoicing shall be exclusive of SST, unless otherwise stated, and subjected to the prevailing SST rate.
- 1.7. You are to make payment within 7 days from the date of billing or when you reach a credit of

- Directors and we reserve the right to pursue or exhaust legal and/or equitable remedies against the Endorsing Director.
- 1.12. We do not warrant the accuracy of any information our website lists.
 - 1.13. We reserve the right to reject your application without explanation.
 - 1.14. We reserve the right to terminate your account without explanation.
 - 1.15. We reserve the right to edit, reverse or remove content, dealings and/or activities performed by you.
 - 1.16. 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.
 - 1.17. We nor our affiliates, successors, respective directors, officers, employees, agents and representatives shall be liable for any indirect, incidental, special, punitive, or consequential damages or for any lost or imputed profits or revenues or lost data or costs of cover arising from or related to this Partner Enrolment Form.

2. Vehicle Bidding

- 2.1. You are to acknowledge and honour your bid for the vehicles that you have bid for.
- 2.2. You are to keep us updated on the purchase status of the vehicle that you have successfully bid for.
- 2.3. If the vehicle's condition is as stated on our website, you are not allowed to negotiate on the bid 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 bid 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 bid 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

- 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, 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.
4. **Personal Data Protection**
- 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".



Applicant's Signature & Company
Stamp

Name:

NRIC:

A handwritten signature in black ink, appearing to be "JL", written over a horizontal line.

Endorsing Director's Signature

Name:

NRIC:

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,