

Welcome to Autogoodies! We (Trapo Marketing Sdn. Bhd.) are committed to elevating our customers' driving experience with quality yet reasonably priced car accessories.

**PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR RIGHTS AND LIABILITIES UNDER THE LAW.**

## **TERMS AND CONDITIONS**

### **AUTOGOODIES AGREEMENT**

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### **SCHEDULE 1 - GENERAL TERMS AND CONDITIONS**

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## 1. Introduction

This Terms and Conditions (Autogoodies Agreement) constitutes a legal agreement between you (the Agent, the Partner, together as the Participants) and Trapo Marketing Sdn. Bhd. (Company No: 1294179-D) of No 177, Jalan Merdeka, Taman Melaka Raya 75000 Melaka (i.e. we, us, our, the company). In order to participate in our Autogoodies Program (Program) enjoying special discount, you must agree to the terms and conditions under this Autogoodies Agreement that are set below. If you do not agree to the below terms, you should not continue with your given Access Method. By electronically accepting or acknowledging this Autogoodies Agreement, signing up for or logging in the Account with us, you represent and undertake, and are deemed, to have read and accepted this Autogoodies Agreement.

## 2. Application

This Autogoodies Agreement applies to your participation in our Program either at the Agent level or Partner level. It governs your Account with us and all the Products ordered by and delivered to you.

## 3. Definitions

**3.1** In this Autogoodies Agreement, where the context so admits, the words and expressions used in this Agreement shall have the following meaning:

**“Access Method”** means any passwords and other security credentials assigned to you and required to access and use our Autogoodies Platform to order Products;

**“Account”** means any account which we have set up for you and granted to you pursuant to any agreement;

**“Order”** means any order made, communication, instruction, message data or information enters by you and received by us through or pursuant to the Autogoodies Platform or otherwise referable to your Access Method;

**“Autogoodies Platform”** is the online website accessible through <https://www.autogoodies.asia/>. It has the functions of browsing our listed products, placing an order, and providing after sale services, including without limitation to, return and refund products, accumulate loyalty points and claiming warranty;

**“Personal Data”** has the meaning ascribed to it in the Malaysian Personal Data Protection Act 2010;

**“Product(s)”** means any and all the products that we offered which have been listed on our Autogoodies Platform;

**“Privacy Policy”** means the policy on the privacy and protection of Personal Data adopted by us as made available at <https://www.autogoodies.asia/pages/terms-conditions>, as may be supplemented, amended or varied from time to time upon our notification to you;

**3.2** The words "we", "us", "our" or any of their derivatives refer to TRAPO Trapo Marketing Sdn. Bhd. and its successors and any novatee, assignee, transferee or purchaser of TRAPO Marketing Sdn. Bhd.'s rights and/or obligations hereunder.

**3.3** The words “Participants”, “you”, “your”, “yours” or any of their derivatives refer to the person using or accessing our Autogoodies Platform and shall include, as the context may require, personal representatives (as the case may be). If the Agent or Partner is a legal entity, it shall refer to that legal entity and shall include, as the context may require, its directors, manager, secretary, associate, parent and or subsidiary company, or its employee, contractor or personnel that use or access our Autogoodies Platform.

## 4. General Terms and Conditions

**4.1** The General Terms and Conditions are found in **Schedule 1** of this Agreement.

## 5. Non-Exclusivity

This Autogoodies Agreement does not create an exclusive agreement between you and us. We retain the right to work with other agent, partner or participants in connection with the sale of the Products in Malaysia.

## 6. Your Duties and Responsibilities

### 6.1 Eligibility

Your use of our Autogoodies Platform is subject to you receiving your Access Method (a username and password) from us. You warrant and represent to us, and shall be deemed to warrant and represent to us that upon your first access and for all subsequent use of your Account and or our Autogoodies Platform, you are, at all time, a natural person participated in our Program, or an employee or personnel of the Participant who has participated in the Program.

### 6.2 Order Made

Upon login, you gain access to our Autogoodies Platform where the price of purchasing any Products will be shown and adjusted according to the discount rate you entitled and you may use all features pre-set up for you. You may need to click and hence give instruction in Autogoodies Platform when placing an Order. You will be receiving an acknowledgement e-mail confirming receipt of your Order, and you agree and acknowledge that we are required to accept your Order only if payment has been approved and we have debited your payment card [and hence the particular Order is made based on these terms]. You further agree that in making the order:

1. we are entitled to rely and act, and continue to rely and act, on the mouse-click or instruction you provide to us without verifying such information, and without any further inquiry or investigation;
2. you are, at all times, responsible and liable for the accuracy, correctness, and completeness of the instruction; and
3. if you do not provide the instruction requested by the pre-set up feature, or if you provide us with incorrect or incomplete instruction, our Autogoodies Platform can only comprehend the instruction that is comprehensible by the platform, and you shall be solely responsible for ensuring that instruction is comprehensible and the Order has been properly placed.

### 6.3 Delivery

Before you finalise your Order, you will be given options to fill in delivery address and you shall be solely responsible for ensuring that the information entered is accurate and complete, and not misleading in any material particular. Check out our Delivery Policy [here](#) and [here](#) for more information.

### 6.4 Return and Refunds

Check out our return and refunds policy [here](#) and [here](#).

## **6.5 Marketing and Marketing Channels**

You agree that you will use your best efforts consistent with prudent business practice, and devote such time as may be commercially reasonably necessary, to promote and sell the Product. You further acknowledge that the marketplace offers numbers of methods to communicate with end consumers and the marketing distribution channels available are overwhelming. Any channel conflict is potentially lethal to either party's marketing efforts and you agree that:

1. you are strictly prohibited from marketing, promoting and selling any Product on any online platform or e-commerce and that we are entitled to conduct any and all sort of social media marketing, online marketing and email marketing;
2. you are not allowed to display and or participate in any roadshow or exhibition with the Product unless with written approval from us; and
3. subject to Section 7.3 4 below, you will facilitate any and add all of the engagement and marketing activities organised by us according to the marketing instruction given by us.

## **6.6 Selling Price**

You are responsible to sell the Product according to our recommended selling price. Failure to observe recommended selling price frustrate the commercial purpose of this Autogoodies Agreement and it amounts to material breach of this Agreement and penalty will be imposed.

## **6.7 Minimum Sales**

It is your responsibility as Participant of the Program to maintain a minimum number of sales every quarter. Each level of participation (Agent or Partner) has its own minimum sales requirements that must be met and maintained separately. The minimum number of sales required (according to your level) has been communicated to you (of which you hereby acknowledge). Failure to maintain the minimum sales may result in your suspension as Participant of our Program and or may affect your trade discount rate in the next quarter. If so required, we may also terminate this Autogoodies Agreement.

## **6.8 Registration of Product Warranty**

Registration of the Product helps us better serve you and the customers. You agree and undertake to register yourself and to help register each customer who bought our Product with us through the Autogoodies Platform and any changes of the customer's details need to inform to us within seven (7) days from the date of original purchase in order to receive warranty services and support should the customer need it. To register a customer's warranty, you shall furnish proof of purchase details of that particular Product.

Notwithstanding the foregoing, we reserve the right not to honour the warranty (should the customer need it) if we determine that (i) such warranty registration was done later than seven (7) days from the date of original purchase, or (ii) the said warranty registration is done incompletely or improperly, and you agree and undertake that upon happening of the above, you will at your own cost exchange or replace the Product for the customer.

## **6.9 Restriction**

You agree and undertake that for as long as this Autogoodies Agreement is in force and for a period of three (3) years after the expiration or earlier termination of this Agreement, you

1. shall not directly or indirectly market, sell, distribute, solicit orders within Malaysia for any products which are competitive with our Product; and
2. shall not solicit or entice away or attempt to solicit or entice away from us, the custom of any person, firm or company who is or who was our customer, client, distributor or agent, or in the habit of dealing with us.

#### **6.10 Provision of Personal Data by you**

Some information required to be entered into the Autogoodies Platform are personal information of either you or the customer (e.g. when placing an order, the recipient name and address; or when registering for product warranty, the customer's name and information). In this regard, you represent and warrant that:

1. by entering your Personal Data in the Autogoodies Platform, you are giving us consent to collect and process your Personal Data under Privacy Policy;
2. you are responsible to make known and by entering customer's Personal Data in the Autogoodies Platform you represent and warrant that you have made known to the customer that you are a data processor instead of a data user and that all necessary permissions from the customer is given to us, not you;
3. you are responsible to make known and by entering customer's Personal Data in the Autogoodies Platform you represent and warrant that you have made known to the customer that we retain sole control and authority over the purpose of processing any Personal Data in accordance with [Privacy Policy](#) and shall be entitled to determine, in our sole discretion, any restrictions or requirements in processing of any Personal Data;
4. you are responsible to present and explain to the customer that they may refuse to provide their Personal Data, and in such event we may elect not to provide or continue to provide the customer with our product warranty services or any support;
5. you are, at all times, responsible and liable for the content, accuracy, correctness, and completeness of the Personal Data.

#### **6.11 Account Security Measures**

The Account which we grant to you belongs exclusively to you and is not transferable to any other person and your access and use of the Autogoodies Platform shall be strictly limited to yourself. You agree that:

1. we may determine the appropriate Access Methods, which may involve a combination of one or more access controls;
2. you shall be solely responsible for ensuring secure internal and, to the fullest extent possible, external controls on access to and use of the Autogoodies Platform, including but not limited to the security and confidentiality of your Access Methods (such as your password). We shall be entitled to terminate or suspend your Access Methods if we are notified or suspect that your Access Methods have been stolen, lost, damaged, compromised or there has been unauthorised use of them, provided

- always that you shall remain responsible for any actions taken through the use of your Access Methods before they are so terminated or suspended; and
3. you shall be solely responsible for, and be bound by, all acts or omissions of any person using the Autogoodies Platform through your Access Methods. We are under no duty of inquiry regarding the identity, authority or capacity of any such person and are entitled to rely on any Order made and instruction submitted by any person accessing or using the Autogoodies Platform through your Access Methods or through alternative methods, even if made fraudulently and even if they conflict with the terms of any other information given by you.

#### **6.12 Compliance with Program Policy**

You will comply with the terms and conditions of this Agreement at all times, including the program policy (if any) applicable to you. Specifically, you must obtain a minimum sale or target in order to qualify for a certain percentage of discounts to purchase Product and to participate in the Program as a Participant. Also, your loyalty points collected can only be used to credit purchase the Product on Autogoodies Platform and is not exchangeable for cash. Without limiting the generality of the foregoing, your use of the Autogoodies Platform Backoffice shall be subject to such additional restrictions, policies, terms and conditions of use, or disclaimers that may be communicated to you (from time to time whether by written or electronic means) in connection with such use.

#### **6.13 Suspected breach of security**

You must notify us immediately if you become aware of or have reasonable suspicion that there is any breach of security, loss, theft or unauthorised use of your Access Methods.

#### **6.14 Keeping the integrity of the Autogoodies Platform**

You shall not introduce into the Autogoodies Platform any content, materials or code which contains any virus, Trojan horse, work, time bomb, cancelbot or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Personal Data. You undertake not to back into, disrupt, disable, burden or otherwise interfere with the accessibility or impair the proper function of the Autogoodies Platform, which shall include, without limitation, spoof attacks, backing, sniffing, tampering, denial-of-service attacks, tampering, reverse engineering or reprogramming.

#### **6.15 You Duties**

Any data, information or message transmitted to you through our Autogoodies Platform (including without limitation to the car model template) is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message, including all copies thereof.

#### **6.16 Confidentiality of other information**

You must keep confidential, all information about the Autogoodies Platform and any information, data, materials or documents provided to you.

## **7. Our Rights**

### **7.1 Assessment**

We review your performance in terms of Order made every quarter to assess if your minimum sales target has been met. We reserve the right to amend, temporarily or permanently, the trade discount rates that you entitled in the next quarter should you fail to achieve your minimum sales target. If the minimum sales target has not been met for any six (6) months in a year, we reserve our right to terminate this Autogoodies Agreement.

### **7.2 Program Policy**

We review our business performance and sales target from time to time and we may, at any time, at our sole discretion, modify or amend our Program Policy with notice given to you. If you continue use or access our Autogoodies Platform following any such modification or amendment, you are deemed to have agreed to such changes without reservation.

### **7.3 Price**

We may revise our Product price from time to time and the revised price will show automatically on the Autogoodies Platform right beside that particular Product. Notice will not be given on such revision and all Order made will be in accordance with the price tag shown on the Autogoodies Platform at the time of purchase. Should there is any price discrepancy between prices appear on Autogoodies Platform and my.trapo.asia, the selling price as shown at my.trapo.asia will be referred to and the Product price is based from it. Notice will only be given if we are re-structuring our Product Price or our recommended (retail) selling price.

### **7.4 Marketing and Engagement with Participants and Customer**

We may engage with any Participant or end customer directly to promote market and sell our Products, to conduct our standard marketing and sales activities, and to provide support (including without limitation to warranty services and support). If and when we do engage, we may choose the appropriate marketing channel to engage with each of them and we retain the right to market in whatever channel that is appropriate in our sole determination. In certain occasions, we may even request that you collaborate with us in our engagement or marketing activities and when we so request, you as a Participant of the Program, shall facilitate the marketing activities according to the marketing instruction given by us (including without limitation to display campaign advertisement).

### **7.5 Monitoring of access and use**

We may monitor all your access to and use of Autogoodies Platform so as to detect any improper activity relating thereto. You shall comply in a timely manner with our requests for information and other material requested by us.

### **7.6 Right of termination**

We reserve the right to restrict, temporarily or permanently, the operation of your Account at any time and with immediate effect if any of the following events occur:

1. you have breached the terms of this Autogoodies Agreement;
2. you are using the Autogoodies Platform in a manner that may cause us to breach applicable laws, have legal liability or disrupt others' use of the Autogoodies Platform;
3. you fail to make any payment to us when due, whether under this Autogoodies Agreement or otherwise for the products and services;
4. you become insolvent or is adjudged as bankrupt; makes an assignment for the benefit of creditors; has a receiver appointed; or files a petition of bankruptcy or winding up;
5. we become aware or suspect that your Access Methods are stolen, lost, damaged or compromised;
6. we become aware or suspect that the person logged into using your Access Methods is not you;
7. we are required to do so by applicable laws or pursuant to a request by any government or regulatory body;
8. scheduled downtime or recurring downtime;
9. a Force Majeure Event;
10. you publish, post, transfer, distribute or upload any content or information to the Autogoodies Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us;
11. you modify, adapt or reverse engineer the Autogoodies Platform or any part thereof;
12. you transmit any viruses, worms, defects, Trojan horses or any other items of a destructive nature, or that may otherwise compromise the security of the Autogoodies Platform; or
13. any representation or warranty made by you under this Agreement or through the Autogoodies Platform is incomplete, untrue, incorrect or misleading in any material respect.

**7.7** For the avoidance of doubt, we shall not be in breach of this Autogoodies Agreement, nor liable for any failure or delay in the fulfilling Orders of any other obligations under this Autogoodies Agreement arising from or attributable to any of the circumstances giving rise to a right to restrict (temporarily or permanently) under *Section 7.6* of this Autogoodies Agreement.

## **7.8 Effect of termination**

On termination of the Account or this Autogoodies Agreement or relationship between you and us:

1. you will stop using the Autogoodies Platform and your entitlement to any discount will cease; and
2. you shall, upon our request (acting reasonably), return, destroy or delete any information or documents received from us, or on and through the Autogoodies Platform, including any copies thereof.

## **SCHEDULE 1 - GENERAL TERMS AND CONDITIONS**

### **1.0 Representations**

#### **1.1 You represent and warrant that:**

1. upon your first access and for all subsequent use of your Account and or our Autogoodies Platform, you are, at all time, a natural person participated in our Program, or an employee or personnel of the Participant who has participated in our Program;
2. all instructions or Orders provided to us are true, correct and complete and not misleading in any material way;
3. you have the capacity, power and authority to enter into, exercise your rights and perform and comply with your obligations under this Autogoodies Agreement;
4. actions, conditions and things required to be taken, fulfilled and done, in order: (i) to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under this Autogoodies Agreement, and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
5. your obligations under this Autogoodies Agreement are valid, binding and enforceable; and
6. your use of our Autogoodies Platform complies with all law and program policies applicable to you.

### **2.0 Product Limited Warranty**

2.1 The limited product warranty extends only to the original end customer, and is not applicable to you or any Participants of the Program, and is not transferrable to anyone who subsequently purchases, or otherwise obtains the Product from the original end customer.

2.2 All Products is warranted for a period of 6 months to 5 years according to our Product and we warrant that the Product will be free from defects in material and workmanship for one (1) year from the date of purchase of the said Product by original end customer. During the warranty period, we will, at our option (i) to repair or replace the Product with a comparable product; or (ii) to refund the amount to the end customer paid for the Product in form of Loyalty Points (less depreciation, if any) upon return, and continue warranted for the remainder of the original warranty period or ninety (90) days after the replacement being shipped to the end customer.

2.3 Please note that the above warranty is made to the original end customer instead of you, the Participants. You shall make the above warranty by us known to the end customer and you are responsible to ensure that their respective warranties are duly registered within

seven (7) days of their respective purchase. Please refer to Section 6.8 of the Autogoodies Agreement for more of your obligation related to this Section.

### **3.0 Electronic Records**


3.1 Our records (including computer or any other electronic records stored by us) of all matters relating to you, any information on your Accounts, the Orders and/or any warranty claims or services is conclusive evidence of such matters and is binding against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever.

3.2 You acknowledge and agree that we shall be entitled to destroy or dispose of all records and documents relating to the Account, services or Orders at any time after the expiration of any period of retention required by applicable law. We shall not be liable in any way for such destruction or disposal.

### **4.0 Intellectual Property Rights**

4.1 The names, images, interface, logos and slogan or any other trademarks (Marks) identifying us and our services and Product are subject to our copyright, design rights and trade marks, and all rights to the Marks are expressly reserved by us. Nothing contained in this Autogoodies Agreement shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any of our trademark, patent, design right or copyright, without our prior written consent. You shall not use our Marks in any way, including in any advertising or publicity, or as a hyperlink without our prior written consent.

4.2 Notwithstanding the above, we grant you a non-transferable, non-exclusive right to a

limited, non-exclusive, non-transferable license to use this “” mark solely in connection with the marketing and promotion of our Products in Malaysia (License). The License shall be used only for purposes as abovementioned and shall be used in good faith without alternation or modification. For example, you shall not apply any writing beside the logo where such wording is liable to injure the reputation or distinctiveness of the logo. You shall also not use the License in any way which in our opinion is deceptive, misleading or in any way detrimental to such logo, or our reputation.

4.3 We, our service providers, agents (or their sub-agents), contractors (or their sub-contractors), delegates, suppliers, and other third parties we may appoint for the operation of this Autogoodies Platform or the provision of services to you and licensors, own and retain all rights, titles and interests in and to: (a) the Autogoodies Platform; and (b) all other items used to provide the services to you; (c) all materials, including without limitation, the drawings, photos, databases, data in the Autogoodies Platform which contains proprietary and confidential information that is protected by applicable intellectual property. Except as expressly authorised by us, you shall not copy, modify, publish, transmit, distribute, perform, display or sell any of our proprietary information. You shall also not

decompile, reverse engineer or otherwise attempt to discover the source code of any content available on the Autogoodies Platform.

4.4 By submitting, posting or displaying content on or through the Autogoodies Platform, you grant to us a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Autogoodies Platform for the purpose of displaying, distributing and promoting the Autogoodies Platform or any other Products we offer. You further grant to us an irrevocable non-exclusive licence to use such content submitted, posted or displayed, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of any of our Products. We reserve the right to retain an archival record of all such content including those deleted or removed by you.

4.5 You shall not imitate, copy, modify, decompile, disassemble, reverse engineer, distribute, disseminate, reproduce, license or create any derivative works from, assign, transfer or sell, in full or in part and in any way, the Autogoodies Platform or any drawings, photos, data, products or services obtained from the Autogoodies Platform (Autogoodies Contents). Unauthorised conduct or use of the Autogoodies Platform or the Autogoodies Contents may violate our intellectual property rights and may also be an offence under the Malaysian Computer Crimes Act 1997. You shall be entitled to retrieve and display the Autogoodies Contents on any compatible device owned by you and retain a copy of the Autogoodies Contents for record, provided that you keep intact all accompanying intellectual property rights and other proprietary notices.

## 5.0 Disclaimers and Liabilities

5.1 The Autogoodies Platform is provided “AS IS” on an “IS AVAILABLE” basis without any representations or any kind of warranties whatsoever (whether expressed or implied by law). We disclaim to the fullest extent permitted by applicable laws all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, up-to-dateness, timeliness, satisfactory quality, and non-infringement of proprietary rights. Without limiting the foregoing, we do not warrant that functions contained in or accessible to the Autogoodies Platform, or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Autogoodies Platform or its contents are free of infection by computer viruses and/or other harmful or corrupting code, programme, macro and such other unauthorised software. We are not responsible or liable for the deletion or failure to store any content maintained or posted by or through the Autogoodies Platform.

5.2 *Third party sites.* The Autogoodies Platform may contain links to other websites which are not maintained by us. Similarly, other websites may contain links to the Autogoodies Platform. We have no control over such sites and resources, and you acknowledge and agree that we are not responsible for the availability or contents of those websites and shall not be liable for any damages or injury arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to you as a user of the Autogoodies Platform, and does not imply our endorsement of the linked website or association with their operators. We disclaim all responsibility and liability, direct or indirect, for any damage or losses (including any virus, spyware, malware, worms, errors or

damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at your own risks.

**5.3 Assumption of risks.** You acknowledge that there is certain security, corruption, transmission error and availability risks associated with using the Autogoodies Platform and agree, to the maximum extent permitted under applicable laws, to assume such risks. Without limiting the generality of the foregoing, you acknowledge and accept, given the nature of electronic transactions and electronic telecommunication platform such as the Autogoodies Platform, the unique risks of using the Autogoodies Platform, which include, but are not limited to, the following:

1. delays in, or inability to, access or use the Autogoodies Platform due to any hardware, software, system or connection failure, error, malfunction, omission, interruption, delay in transmission or computer virus;
2. loss, or errors in transmission, of data or instructions that may occur due to any cause whatsoever, including any failure of any of our electrical, electronic, computer, microprocessor, recording or communication system;
3. the need to conduct maintenance of the Autogoodies Platform's system infrastructure from time to time, and any delay, failure, error or omission which may ensue therefrom; and
4. the failure of any electronic security measures including, without limitation, filters, authentication processes and anti-virus software, whether or not for the protection of the integrity of the Autogoodies Platform, the privacy of your information or otherwise,

and you agree that we shall not bear any liability or losses of any kind, and you shall release us from any claim you may have, with respect to or referable to the above risks and any losses arising therefrom, regardless of whether we had been advised, or were aware of the possibility, of such risks. You shall assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in the computer or systems, if required.

**5.4 Exclusion of Liability.** To the maximum extent permitted under applicable laws and without prejudice to any other rights we may have under this Autogoodies Agreement, you acknowledge and agree that we (and any of our service providers, agents (or their sub-agents), contractors (or their sub-contractors), delegates, suppliers, or other third parties we may appoint for the operation of this Autogoodies Platform, its directors, officers, employees, subsidiaries, successors or assigns) are not liable to you for any direct, indirect, consequential, incidental, special or punitive losses suffered by you or any third party, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise, arising from or in connection with:

1. any unavailability of the Autogoodies Platform and/or your access or use (or inability to access or use) the Autogoodies Platform;
2. any failure of our Autogoodies Platform's system or infrastructure;
3. any inaccuracies contained in instruction or Orders relating to Autogoodies Platform's system;

4. any failure to receive or delay in receiving or fulfilment your Orders because of any failure of our Autogoodies Platform's system or other facilities or the telecommunication links used to transmit/fulfil the Order;
5. any delay where the instruction of your Order or your Access Method are ambiguous, incomplete or otherwise not up-to-date or inaccurate;
6. any unauthorised use of the Autogoodies Platform or Access Methods;
7. any breach of security or unauthorised use of, corruption or transmission error associated with Autogoodies Platform's system or other facilities;
8. any act or omission of telecommunications carriers, internet service providers or any other service providers;
9. the exercise of any of our rights under this Autogoodies Agreement;
10. our reliance on such instruction submitted to us; or
11. any event or circumstance beyond our control.

**5.5 Your indemnities to us.** To the maximum extent permitted under applicable laws and without prejudice to any other rights we may have under this Autogoodies Agreement, you shall indemnify, and shall keep indemnified, us and any of our service providers, agents (or their sub-agents), contractors (or their sub-contractors), delegates, suppliers, or other third parties we may appoint for the operation of this Autogoodies Platform, its directors, officers, employees, subsidiaries, successors or assigns, against any losses, including expenses and legal or other professional fees for disputing or defending any action, claim or proceeding, which we may incur or sustain (directly or indirectly) or which may be made against us in any jurisdiction as a result of or in connection with or arising out of your use of the Autogoodies Platform, save where such losses are directly caused by our own gross negligence or wilful default or that of our directors, officers, employees or agents. Without prejudice to the generality of the foregoing, you shall indemnify us for any losses we may incur (directly or indirectly), from:

1. any breach of, or non-compliance with, this Autogoodies Agreement by you;
2. any unauthorized use by any party of your Access Methods or any part thereof;
3. any failure or malfunction in your system used in connection with the Autogoodies Platform;
4. any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access which have been introduced by you, which affects or causes the Autogoodies Platform, our hardware, software and/or other automated systems to fail or malfunction;
5. any information or documents furnished by you to us, which is or proves to have been incorrect, incomplete or misleading in any material respect when provided, or any omission of material facts and information by you which would render any information relied upon by us to be misleading, inaccurate or incomplete;
6. the exercise of our rights under this Autogoodies Agreement; or
7. our acting or relying on the instruction and Orders submitted by you.

**5.6** You also undertake to procure that, in the event that you transfer all or substantially all of your rights or assets to any other person (whether in the same or any other jurisdiction(s)), you shall procure that such person will indemnify and hold us and our directors, officers, employees and agents harmless on the same terms as those set out above.

## 6.0 Force Majeure Event

6.1 With reference to *Section 7.6.9* of the Autogoodies Agreement above, Force Majeure Event means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of this Autogoodies Agreement, including the fulfilling of the Order(s) thereto, including, without limitation:

1. war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
2. terrorist attacks, civil war, civil commotions or riots;
3. acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;
4. any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;
5. fire, explosion or accidental damage;
6. collapse of building structures or failure of plant machinery, computers or vehicles;
7. interruption or failure of utility service, including but not limited to electric power, gas or water; or
8. any labour disputes, including but not limited to strikes, industrial action or lockouts.

## 7.0 Affiliates

7.1 You acknowledge and agree that we, in the conduct of our functions, instead of acting ourselves, may delegate to or appoint any service provider, agent, sub-agent, contractor, sub-contractor or other third parties, whether in Malaysia or otherwise (and such persons shall each be referred to in this Agreement as an “**Affiliate**” of ours, where the context permits) to carry out, fulfil any Order, delivery, or provide on-going support services for the operation of our business, or for warranty claim, as may be required by us.

7.2 You acknowledge and agree that we may delegate to such Affiliates all or any of the power, authority or discretion vested in us and any such delegation may be made upon such terms and conditions as we may think fit and, provided always that we shall have exercised reasonable care in the selection of such Affiliate, we shall not be bound to supervise the actions of and shall not in any way or to any extent be responsible for any loss incurred by you or any failure, neglect, default or breach by any such Affiliate.

7.3 You agree that our employees, officers, or Affiliates shall not have any authority to bind us to any obligations or liabilities as otherwise expressly provided in this Autogoodies Agreement.

## 8.0 Confidential Information

8.1 *Our duty.* Save as permitted under this Autogoodies Agreement or any other agreement with you, we shall treat all information relating to you and your Account as confidential.

**8.2 Non-confidential information.** You acknowledge that the following information will not be regarded as confidential information and we do not owe you or any other person any duty to keep such information confidential:

1. information that as at the date of its disclosure is in the public domain (other than through a breach of this Autogoodies Agreement) or which subsequently enters the public domain;
2. information that was already in our possession before you provided the information to us;
3. information which we received from a third party who has lawfully acquired such information and is under no confidentiality obligation regarding its disclosure to us; and
4. any information which is anonymised or encrypted in such a manner where the identities of any person cannot be readily inferred, or which cannot be referable to any particular person.

**8.3 Exceptions from duty of confidence.** You give us permission to disclose information relating to you and your Account as follows:

1. any of our directors, officers, employees, representative, agents or delegates;
2. any of our companies within the group companies, Affiliates, shareholders or related corporations and any of their successors, assigns or sub-contractors, any their directors, officers, employees, representatives, agents or delegates;
3. our professional advisers, consultants;
4. any person who we believe in good faith to be your legal advisers or other professionals;
5. pursuant to applicable law in Malaysia or a request by any regulatory body (regardless of the reason for such request and whether such request is exercised under a court order or otherwise);
6. to such other persons or under such other circumstances as you agree;

provided that in the case of disclosure under any of the circumstances in Section 8.3.1 to 8.3.3 above, we shall, where reasonably possible, procure that the recipient is subject to the same duty of confidence.

**8.4 Survival.** The permission you give by agreeing to this Section will apply even after this Autogoodies Agreement ends or your Account is terminated.

**8.5 Your duty.** Please refer to Section 6.15 & 6.16 of the Autogoodies Agreement.

## 9.0 Notice

**9.1** All notices, demands or other communications required or permitted to be given under this Agreement (**Notices**) shall be sent as follows:

1. in the case of a Notice to you, to the phone number or electronic mail address indicated by you at Account opening or edited subsequently through written request on the “*Change of Phone No. or Email Form*” available by email request on the Autogoodies Platform or by posting a Notice on the Autogoodies Platform; and

2. in the case of a Notice to us, by email to **cscommercial.my@trapo.asia**

9.2 You are deemed to receive the Notice sent by us upon the earlier of:

1. receipt of the Notice by you on the Autogoodies Platform;
2. receipt of the Notice by you through your electronic mail address; or
3. expiration of the calendar month following the posting of the Notice on the Autogoodies Platform or to your electronic mail address.

9.3 We are deemed to receive the Notice sent by you on the date upon which it is sent, unless it is sent after 7.00 pm on a Business Day or at any time on a non-Business Day in which case it will be deemed to have been received on the next following Business Day.

9.4 You must promptly inform us in writing of any change in your phone number and/or email address for communication or any of your relevant particulars available in our records and send us all supporting documents if we so require. We will need a reasonable time period, not being less than seven (7) Business Days from receipt, to act and effect the change in our records, after which, we may rely on the change.

## **10.0 General**

10.1 *Other agreements.* This Agreement constitutes the whole agreement between the parties herein and supersedes any prior agreements (including the hardcopy "Trapo Partner Application and Agreement", "Trapo Agent Agreement" & "Trapo Partner Agreement"), understandings, or negotiation, whether written or oral. However, this Autogoodies Agreement does not supersede or replace any other consent you may have previously or separately provided to us in respect of your access or use of the Autogoodies Platform, and your consent to this Autogoodies Agreement is in addition to any other rights which we may have in respect of your access or use of the Autogoodies Platform.

10.2 *Amendment.* Our Autogoodies Agreement may change from time to time. We will post any changes on <https://www.autogoodies.asia/pages/e-agreement>. If you continue to use or access our Autogoodies Platform, you are deemed to have agreed to such changes without reservation.

10.3 *Assignment.* You shall not have the right to assign any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, except with our written consent. We may assign or transfer any of our rights hereunder to any party without your consent, but subject to prior notification.

10.4 *Survival on Termination.* All disclaimers, indemnities, exclusions and confidentiality in this Autogoodies Agreement shall survive the termination of this Autogoodies Agreement.

10.5 *Severance.* If any provision of this Autogoodies Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further, and for the avoidance of doubt, the rest of this Autogoodies Agreement shall continue in full force and effect, and the legality, validity and enforceability of the whole of this Autogoodies Agreement in any other jurisdiction shall not be affected.

10.6 *No Third Party Rights.* A person who is not a party to this Autogoodies Agreement shall have no right under any law, to enforce any provision in this Autogoodies Agreement.

10.7 *Relationship.* Nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partnership, joint ventures, shareholders, employer/employee, agent/servant. You shall not hold yourself out as the representative of us or bind us in any contract or debts.

10.8 *No Waiver.* No failure or delay on our part in exercising any rights hereunder and no notice or demand which may be given to or made upon you by us with respect to any right hereunder, shall constitute a waiver thereof, or limit or impair our right to take any action or to exercise any rights hereunder without notice or demand, or prejudice our rights as against you in any respect or render us responsible for any loss arising therefrom. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another rights, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

10.9 *Governing Law and Jurisdiction.* This Autogoodies Agreement shall be governed by, and construed in accordance with, the laws of Malaysia. Any dispute arising out of or in connection with this Autogoodies Agreement and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Malaysia, and both you and we hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of Malaysia.

10.10 *Precedence.* If there is a conflict between this Autogoodies Agreement and others arrangement or agreement with you, this Autogoodies Agreement shall take precedence over the other unless the conflicting provision of the other specifically references that the provision in that arrangement or agreement to be superseded.

*Last update: 2 April 2020*