

GENERAL TERMS OF USE OF MUV BUYER APP

This "General Terms of Use of MUV Buyer App" ("**General TOU**") sets out the terms on which you may access and use the "MUV Buyer" app ("**Buyer App**").

The Buyer App is a mobile app which allows its users to participate in:-

- (a) the live auction sale of used vehicles ("**Auction**") conducted by MUV MARKETPLACE SDN BHD ("**MUV**") via its appointed licensed auctioneer ("**Auctioneer**"), as an agent for the legal owners ("**Seller**") of the used vehicles; or
- (b) the periodical online bidding for various vehicles through the "Xchange" platform ("**Xchange Bidding**") in the Buyer App.

*(The vehicles listed for biddings either in the Auction and/or the XChange Bidding in the Buyer App shall be collectively referred to as the "**Vehicles**", and the term "**Vehicle**" shall be construed accordingly)*

Further and more specific terms and conditions governing your use of the Buyer App for Auction and/or Xchange Bidding, as the case may be, will be stipulated separately in the "Specific Terms" segment of the Buyer App.

*(The General TOU and the Specific Terms shall be collectively referred to as the "**Terms**")*

You must register yourself and accept these Terms in order to use the Buyer App. By registering, accessing and/or using the Buyer App, you hereby agree to be bound by these Terms without limitation or qualification. If you do not agree with any of these Terms, please immediately discontinue your access to and/or usage of the Buyer App.

1. The application to be a member of the Buyer App ("**Membership Application**") is **free of charge**.
2. The Membership Application form may be obtained from the registration counter in the auction premises during the Auction date, or at any other time, from MUV's website at www.muv-x.com.
3. If you are registering as:
 - (a) an individual:
 - (i) You must be a citizen or permanent resident of Malaysia; and

- (ii) You must be at least eighteen (18) years of age and is capable of entering into a legally binding agreement under the Malaysian law.
- (b) a company:
 - (i) You must be a legally incorporated company in Malaysia; and
 - (ii) You may register **not more than two (2)** person(s) as your representative(s) as the contact point for MUV, and you shall inform MUV in the event of any change in your registered representative(s).
- 4. You must submit the duly completed Membership Application form, together with a copy of the required documents as listed in the Membership Application form to:
 - (a) If you are present at the auction premises during the Auction date, the registration counter; or
 - (b) The following MUV's email address: enquiries@muvmarketplace.com.
- 5. Upon your submission of all the necessary documents to MUV and the verification of the same by MUV, your registration process will be completed. You will be then given an account to access the Buyer App, together with your user ID and password (collectively referred to as the "**Log-In Credentials**").
- 6. Types of registration:-
 - (a) At the sole discretion of MUV, you may be registered either as a "**Dealer**" or a "**Consumer**" in the Buyer App. The type of registration will be indicated in your profile.
 - (b) As a "**Consumer**", you must have 1,000 bid credits in your account for **each** vehicle that you intend to bid, whether on the Auction platform, or the Xchange Bidding platform.
 - (c) As a "**Dealer**", you will be entitled to enjoy the "membership deposit" feature. You may activate the "membership deposit" feature by depositing a sum of **RM1,000.00** into your account. Once activated, you will be able to bid for multiple vehicles in both the Auction and Xchange Bidding platforms, without subject to the bidding credit requirement.
 - (d) Further details on the bidding process and requirement for the Auction and Xchange platforms may be found at the Specific Terms for the respective platform. Please ensure you read and understand the Specific Terms before you

participate in the bidding of either platform.

7. You shall be responsible for maintaining the confidentiality, security and use of your Log-In Credentials:
 - (a) All offer, instructions, confirmations, withdrawals, actions, acceptances, updates or whatever representations or dealings that have been received by MUV via your account shall be irrevocable and binding on you, whether given by you or other persons purporting to be you. You shall be solely responsible to MUV for all activities that occur under your account.
 - (b) MUV shall not at any time be under a duty to verify the identity or authority of the person dealing with MUV apart from verifying the Log-In Credentials. You shall be fully responsible for any accidental or unauthorized disclosure of your Log-In Credentials to any other person and shall bear the risk of any unauthorized usage of your Log-In Credentials.
 - (c) If there has been any unauthorized access to your account, you shall notify MUV as soon as practicable. Until MUV actually receives such notification, you shall remain responsible for any access and all use of the Buyer App by the unauthorized person. MUV shall reserve the right to impose any administration fees in disabling and/or re-programming your Log-In Credentials.

8. Use of the Buyer App:
 - (a) It is your responsibility to ensure that your mobile device meets the compatibility requirements and/or specification for the use of the Buyer App.
 - (b) MUV may provide updates and/ or modifications to the Buyer App, or to change, suspend or discontinue all or any part of the Buyer App from time to time at its sole discretion without notification to you.
 - (c) Your terms of agreement with your mobile network provider will continue to apply during your use of the Buyer App. As a result, you may be charged by the mobile network provider for access to network connection services for the duration of the connection while accessing the Buyer App, or any such third party charges as may arise. You hereby agree that you shall be responsible for any such charges that arise.
 - (d) MUV does not warrant that the use of the Buyer App will be uninterrupted, error-free, or free from viruses, worms, trojan horses, spyware, adware, malware, harmful or malicious code, or other defects. The Buyer App is provided by MUV on an "AS IS" basis, and the use of the Buyer App by you shall be at your sole risk.

- (e) The Buyer App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. MUV shall not be liable or responsible for any delays, interruptions, failures, damages or losses resulting from such problems.
 - (f) All trade marks, copyright, database rights and other intellectual property rights of any nature in the Buyer App, together with the underlying software code, shall be the property of MUV and/or its related companies. You shall not, nor allow any third party to: (i) make and distribute copies of the Buyer App (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Buyer App; or (iii) create derivative works of the Buyer App of any kind whatsoever.
9. MUV reserves the absolute rights and discretion to suspend and/or terminate your account in the Buyer App, if MUV determines or reasonably suspects that:
- (a) you have violated any of these Terms;
 - (b) you have provided false information and/or documentation to MUV;
 - (c) you are or may be engaged in any unauthorized and/or dishonest and/or fraudulent account activity or behavior.
10. MUV shall not be liable for any damages of any type which may arise from your use of the Buyer App. You hereby agree to release, indemnify and keep indemnified MUV from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by MUV to any person arising out of or in connection with:-
- (a) your failure to comply with these Terms;
 - (b) your failure to complete a transaction; or
 - (c) any content or item that you may have submitted, posted, transmitted, or made available through the Buyer App.
11. Amendment etc. to the Terms:
- (a) MUV reserves the right to amend, revise or modify any of these Terms at any time at its absolute discretion without prior notice to you, and such amended, revised or modified terms ("**Amended Terms**") shall be effective upon their publication on the Buyer App.

- (b) You shall be responsible to check these Terms regularly to ensure that you are aware of all the terms governing your use of the Buyer App.
 - (c) If you do not agree to the Amended Terms, your sole remedy is to discontinue the use of the Buyer App. Your continued use of the Buyer App shall constitute your acceptance of such Amended Terms.
12. Time, wherever mentioned in these Terms, shall be deemed to be of essence.
13. If any one or more of the provisions contained in these Terms is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in any way or impaired thereby.
14. All notices, demands or other communications required to be given or made to MUV shall be made in writing and delivered by personal service, prepaid registered post or email at the address, facsimile and/or email address as set out hereunder (or to such other address and/or email address as may be notified by MUV to you from time to time):-
- Address:: Lot 3, Jalan 6/3, Kawasan Perindustrian Seri Kembangan, 43300
Seri Kembangan, Selangor, Malaysia.
- Facsimile No, : 03-8947 6880
- Email address : enquiries@muvmarketplace.com.my
15. These Terms shall be governed by and interpreted in accordance with the laws of Malaysia. Any and all actions, disputes or controversies arising out of or in relation to these Terms and/or the use of the Buyer App shall be submitted to the exclusive jurisdiction of the court of Malaysia.