

# Terms & Conditions of Use

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## Welcome to The iCar Asia Network

iCar Asia Sdn Bhd ('iCar Asia') is pleased to provide Users (as defined below) with access to its network of websites and related services which are listed on [www.iCarAsia.com](http://www.iCarAsia.com) and the iCar Asia vehicle search engine wherever distributed on the internet (collectively the "iCar Asia Network") on these terms and conditions.

## iCar Asia Network

- A. iCar Asia publishes or makes available on the iCar Asia Network information, advertisements, product and service offers, vehicle data, valuations, Software, and links and other contents supplied by iCar Asia and third parties ("**Material**"). iCar Asia does not warrant, represent, authorise or endorse the reliability, accuracy or completeness of any such Material published on the iCar Asia Network or on any web site that links from the iCar Asia Network (including third party display advertisements).
- B. iCar Asia does not and cannot provide any warranty in relation to any goods or services advertised for sale on the iCar Asia Network by third parties including, but not limited to, any representation or warranty that the goods or services are of merchantable quality, fit for the purpose intended, safe for the purpose intended, as described by the seller or owned by the seller.

## iCar Asia, the Sites, the Agreement and the Services

The terms and conditions of use as set out herein below govern the use of iCar Asia's services offered and available on this website and any other services offered and available in the iCar Asia Network and all related sub-sites (collectively "**the Sites**" and individually "**the Site**"). The User is advised to read them carefully as they affect the User's rights and liabilities under the law.

By using the Sites, the User is deemed to have agreed to be bound by the terms and conditions set out in this agreement ('**the Agreement**'), as well as those terms and conditions incorporated by reference and/or implication.

iCar Asia shall have the right to modify, update or amend the terms of the Agreement at any time by announcing the same at the Sites. If the User continues to use the Sites and/or services provided by iCar Asia on the Sites ('**the Services**') after the date on which any amendments come into effect, the User shall be deemed to have consented to be bound by the amended terms and conditions. In the event the User does not agree to the amendments, the User **shall not** continue to use the Sites and/or the Services.

## The User

The User may either be an Individual or Corporate Entity as defined herein below, and includes any person browsing and/or viewing the Sites, as well as any person posting any advertisement and listing of any vehicle/ goods/ services for sale on the Site, and the expression "Users" shall mean more than one User.

**'Individual'** - The Services are available only to individuals who are 18 years or above of age and are capable of entering into a legally binding agreement under Malaysian law.

**'Corporate Entity'** - The Services are available to companies and/or business entities. Any person using the Services on behalf of such corporate entities represents that he or she has the authority to bind the corporate entity to the terms and conditions set out in the Agreement.

## Responsibilities of the User

The User is personally responsible for his/her use of the Site and/or Services.

The User uses the Site and/or the Services at his/her own risk.

The User shall use the Services in accordance with all laws at the time being in force in Malaysia.

The User **shall not** list and/or advertise any item on the Site for sale and/or also shall not provide and/or cause to be provided information which:

1. infringes any intellectual property rights of any third party including copyright, patent, trade mark, trade name, designs, trade secret, confidential information, know-how, goodwill, rights of privacy or publicity or other proprietary rights or rights of publicity or privacy of any third party, or contents that the User does not have a right to make available under any law or under contractual or fiduciary relationships;
2. otherwise causes any damage or loss to any person including but not limited to a product that contains a defamatory statement; or
3. violates, or is illegal under any applicable law, statute, ordinance or regulation.
4. is unlawful, harmful, threatening, abusive, harassing, defamatory, libellous, invasive of another's privacy, or is harmful to any persons in any way;
5. is pornographic or depicts a human being engaged in any sexual conduct;
6. harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of political affiliation, religion, gender, sexual orientation, race, ethnicity, age, or disability;
7. impersonates any person or entity, including, but not limited to, iCar Asia's employee(s), or falsely states or otherwise misrepresents the User's affiliation with a person or entity;
8. includes personal or identifying information about another person without that person's explicit written consent;
9. is false, deceptive, misleading, deceitful, mis-informative, or constitutes "bait and switch";
10. constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
11. constitutes or contains any forms of advertising or solicitation if:
  - a. posted in areas of the Site which are not designated for such purposes; or

- b. emailed to Users who have requested not to be contacted about other services, products or commercial interests.
12. includes links to commercial services or websites, except as allowed in ["Ad Posting Rules and Procedures"](#);
13. advertises any illegal services or the sale of any vehicle/ goods/ services the sale of which is prohibited or restricted by applicable law, including without limitation such vehicles/ goods/ services, the sale of which is prohibited or regulated by Malaysian law;
14. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
15. disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Sites, or that otherwise negatively affects other users' ability to use the Site; or
16. creates liability for iCar Asia or causes iCar Asia to lose, in whole or in part, the services of its Internet Service Providers or other suppliers; or
17. employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of contents transmitted through the Sites.

Additionally, the User agrees not to:

1. contact anyone who has asked not to be contacted;
2. stalk or harass anyone;
3. collect personal information about other Users for commercial or unlawful purposes;
4. use automated means, including spiders, robots, crawlers, data mining tools, or the like;
5. copy or reproduce by any means any content on the Sites - unless expressly permitted by iCar Asia;
6. post non-local or otherwise irrelevant contents, repeatedly post the same or similar contents or otherwise impose an unreasonable or disproportionately large load on the Sites' infrastructure;
7. attempt to gain unauthorized access to iCar Asia's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Services or the Sites.

iCar Asia reserves the right to remove any listing that it deems in violation of the above, at its sole discretion.

The User shall comply with iCar Asia's [Ad Posting Rules and Procedures](#).

The User is solely responsible for the accuracy of the information provided on the Sites.

## **Account**

In order to access the Site, the User is required to provide current, accurate identification, contact, and other information ('**User Information**') as part of the account registration process and/or continued usage of the Site offered by iCar Asia and its subsidiaries or affiliated companies. "User Information" referred to hereinabove also includes but is not limited to any information provided by the User to iCar Asia or to other Users.

Further, the User's Information, User's account and User ID may not be transferred or sold to another party save and except as provided in the [Personal Data Protection Notice](#).

The User is responsible for maintaining the confidentiality of the User's account and password and for restricting access to the User's devices, which includes but is not limited to computers, mobile devices and/or any other device a substantial purpose of which is facilitating telephonic communication, but which also incorporates functionality that allows viewing of the Sites and its contents. The User agrees to accept responsibility for all activities that occur under the User's account or password.

iCar Asia reserves the right to refuse service, terminate accounts, remove or edit contents, and/or cancel orders in iCar Asia's sole discretion.

### **Use of Site Content**

iCar Asia grants the User a limited license to access and make use of the Sites' content ("**Site Content**") and not to download (other than page caching) or modify it, or any portion of it, except with prior express written consent of iCar Asia.

This license does not include:

1. any collection and use of any product listings, descriptions, or prices; or
2. any derivative use of the Sites or the Site Contents; or
3. any downloading or copying of account information for the benefit of another merchant; or
4. any use of data mining, robots, or similar data gathering and extraction tools.

Other than for the purposes for which the Services are intended, the Sites or any portion of the Site Content or any portion of iCar Asia Network sites or site content may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of iCar Asia.

The User may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Sites without iCar Asia's express written consent.

The User may not use any Meta tags or any other "hidden text" utilizing the Sites' name or trademarks without the express written consent of iCar Asia.

For the avoidance of doubt, any unauthorised scrapping of data from the Sites by a User is subject to a penalty of RM25,000.00 per listing.

Any unauthorized use immediately terminates the permission or license granted by iCar Asia.

Users are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Site so long as the link does not portray iCar Asia, its products or Services, or the Site in a false, misleading, derogatory, or otherwise offensive matter.

The User may not use any of iCar Asia's logo or other proprietary graphic or trademark forming part of the Sites without express written permission.

## Restrictions of content and use of software services

1. When the User gives the Sites and/or iCar Asia content, the User grants iCar Asia a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise the copyright, trademark, publicity, and database rights the User has in the content, in any media known now or in the future.
2. The User represents and warrants that the User owns or otherwise controls all of the rights to the content that the User posts; that the content is accurate; that use of the content the User supplies does not violate this Agreement and will not cause injury to any person or entity; and that the User will fully indemnify and hold iCar Asia harmless against all claims, liabilities, damage, proceedings, costs and expenses resulting from, arising out of or related to the content the User supplies.
3. iCar Asia has the right but not the obligation to monitor and edit or remove any activity or content.
4. iCar Asia takes no responsibility and assumes no liability for any content posted by the User or any third party.
5. Any software ("**Software**") used in and for the Site, including but not limited to HTML code, and/or mobile application (including but not limited to iOS and Android app), that is made available to download, is owned by iCar Asia and/or its suppliers.
6. Use by the User of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). The User acknowledges that it must agree to the terms of the License Agreement before using the Software.
7. If there is no License Agreement, iCar Asia grants to the User a personal, non-transferable license to use the Software for viewing and otherwise using the iCar Asia Network in accordance with these terms and conditions, and for no other purpose.
8. The User may not do any of the following while accessing or using the Services:
  - a. access, tamper with, or use non-public areas of the Services, iCar Asia's computer systems, or the technical delivery systems of iCar Asia's providers;
  - b. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
  - c. access or search or attempt to access or search the Services by any means (automated or otherwise) other than through currently available, published interfaces that are provided by iCar Asia (and only pursuant to those terms and conditions), unless the User has been specifically allowed to do so in a separate agreement with iCar Asia;
  - d. use any automated process of any sort to query, access, retrieve, scrape, data-mine or copy any Material on the iCar Asia Network or generate or compile any document, index or database based on the Material published on the iCar Asia Network to forge any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or
  - e. interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of contents in such a manner as to interfere with or create an undue burden on the Services.

## **Personal Data Protection**

Protection of personal data of iCar Asia's Users matters and iCar Asia has a well-defined policy. Please refer to iCar Asia's personal data protection notice located at [Personal Data Protection Notice](#) which forms part of this Agreement, to understand how iCar Asia uses and protects the personal data of its Users.

## **Cookies**

The Sites use cookies. Users understand that they must have cookies enabled on their computer in order for all functionality on the Sites to work properly. This is the default setting for most modern browsers. Users are to refer to their browser's Help for more information about enabling cookies.

A cookie is a small data file that is written to a User's hard drive when the User visits certain websites. Cookie files contain certain information, such as a random number user ID that the Sites assign to a visitor to track the pages visited. The only information a cookie can contain is information that User's supply themselves. A cookie cannot read data off a User's hard disk or read cookie files created by other websites.

Cookies allow a User to use more sophisticated interactive programs. Cookies, by themselves, cannot be used to find out the identity of any User. Only information provided voluntarily is stored, but this information is not personally identifiable.

## **Supported Browsers**

In general, the Sites support the current and prior major release of Chrome, Firefox, Internet Explorer and Safari (desktop version) on a rolling basis. Using the latest version of these browsers is highly recommended.

The Sites currently do not support any Internet Explorer versions lower than Internet Explorer 8. The mobile versions of Safari are also not supported.

If a User uses an unsupported browser or a browser other than the aforementioned, the User might be unable to use the Sites or a part or all pages on the Sites might not be viewed as intended.

## **Termination and Suspension**

iCar Asia reserves its right to immediately suspend or terminate its service to the User without warning and/or notice for violation or breach of any of the terms and conditions in this Agreement.

## **No Warranty**

iCar Asia does not guarantee continuous, uninterrupted or secure access to the Services, and operation of the Sites may be interfered with by numerous factors outside iCar Asia's control.

The Sites and the Services are provided "as is" and as and when available, without any warranty of any kind whether express or implied including but not limited to warranties of merchantability, fitness for purpose, title or non-infringement.

To the extent permissible by law iCar Asia excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance.

### **Links to Third Party Websites**

The Sites may contain links and/or references to other websites ('**Third Party Websites**'). iCar Asia **shall not** be responsible for the contents, accuracy and/or opinions expressed in Third Party Websites (which are not investigated, monitored or checked for accuracy or completeness by iCar Asia).

Inclusion of and/or reference to any links or internet addresses on the Sites do not imply approval or endorsement of those sites by iCar Asia.

In the event the User decides to leave the Sites and access Third Party Sites, the User does so at his/her own risk.

### **Copyright**

All contents included on the Sites, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, are the property of iCar Asia and/or its content suppliers and protected by all applicable copyright laws.

The compilation of all contents on the Sites are the exclusive property of iCar Asia and protected by all applicable copyright laws.

### **Trademarks**

The Sites' graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of iCar Asia in Malaysia and/or other countries.

iCar Asia's trademarks and trade dress may not be used in connection with any product or service that is not iCar Asia's in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits iCar Asia and/or the Sites.

All other trademarks not owned by iCar Asia that appear on the Sites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by iCar Asia.

## **Electronic Communications**

When the User visits the Sites or sends e-mails to iCar Asia, the User is communicating with iCar Asia electronically. The User consents to receive communications from iCar Asia electronically.

iCar Asia may communicate with the User by email, SMS or by posting notices on the Sites. The User agrees that all agreements, notices, disclosures and other communications that iCar Asia provides to User electronically satisfy any legal requirement that such communications be in writing.

## **Advertisements and Promotions**

iCar Asia runs advertisements and promotions. By using the Sites, the User agrees that iCar Asia has the right to run such advertisements and promotions on the Sites. The manner, mode and extent of advertising by iCar Asia are subject to change.

The User's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Sites, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such advertiser.

The User agrees that iCar Asia shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Sites.

## **Exclusion of Liabilities**

To the full extent allowed by applicable law, in no event shall iCar Asia, its parent company, affiliates, subsidiaries, associated companies, directors, officers, employees, servants, suppliers, agents or assigns, be liable under any circumstances for:-

1. any punitive, incidental or consequential damages and/or losses arising out of, arising/resulting from or related to this Agreement including economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
2. other Users' content, actions or inactions, or vehicles/ goods/ services that the other Users list; or
3. the quality, safety, suitability or legality of vehicles/ goods/ services advertised, the truth or accuracy of Users' content or listings, the ability of sellers to sell such vehicles/ goods/ services, the ability of buyers to pay for such vehicles/ goods/ services, or that a buyer or seller will actually complete a transaction; or
4. any loss of goodwill or reputation; or
5. any special, indirect or consequential damage arising out of or in connection with this Agreement, including but not limited to actions for breach of contract, actions under the tort of negligence, defamation, copyright infringement, trade mark infringement, passing-off, infringement of registered industrial designs , patent infringement, breach of confidence; or
6. any liability at common law; or

7. any bugs, viruses, trojan horses, attack, interference, hacking, or other security intrusion or the like which may be transmitted to or through the Site or by any third party; or
8. in any other way.

iCar Asia is not involved in the actual transaction between buyers and sellers. iCar Asia does not transfer legal ownership of vehicles/ goods/ services from the seller to the buyer, and nothing in this Agreement shall modify the local jurisdiction, under which legal ownership of an item is transferred when the parties (i.e., seller and buyer) intend to transfer such legal ownership.

iCar Asia cannot guarantee continuous or secure access to the Services, and operation of the Site may be interfered with by numerous factors outside of iCar Asia's control.

For avoidance of doubt, iCar Asia is not liable and shall not be liable for the acts or omissions of other providers of telecommunications services or for faults in or failure of their networks and equipment.

### **Indemnity**

The User at all times agrees and undertakes to fully indemnify, hold harmless and defend iCar Asia, its parent company, subsidiaries, associated companies, directors, officers, employees, servants, suppliers, agents or assigns from any actions, claim, demand, proceedings, costs, liabilities and expenses (including reasonable legal fees and disbursements) sustained, incurred or paid by iCar Asia directly or indirectly, due to, arising out of, resulting from or in relation to the User's breach of this Agreement (including the documents incorporated by reference), or arising out of the User's violation of any law or the rights of a third party.

### **Release**

In the event that one User has a dispute, claim and/or action against one or more other Users, the User hereby agrees to release iCar Asia, its parent company, affiliates, subsidiaries, associated companies, directors, officers, employees, servants, suppliers, agents or assigns to the full extent allowed by the applicable law from all claims, demands, expenses, costs and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including legal fees) arising out of or in any way connected with such disputes.

### **Governing Laws**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and shall be subject to the non-exclusive jurisdiction of Malaysian courts.

## General Provisions

1. Any person who is not a party to this Agreement does not have any right to enforce any of the terms and conditions contained herein.
2. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
3. The User agrees that this Agreement and all incorporated agreements may be automatically assigned by iCar Asia, in its sole discretion, to a third party in the event of a merger or acquisition.
4. The User and iCar Asia are independent, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.
5. Failure of iCar Asia to act with respect to a breach by the User or others shall not constitute a waiver of its right to act with respect to subsequent or similar breaches. iCar Asia does not guarantee that action will be taken against all breaches of the Agreement.
6. Headings and captions of this Agreement are included for ease of reference only and in no way define, limit, construe or describe the scope or extent of any provisions in this Agreement.
7. Words importing one gender shall include any other gender unless stated otherwise.
8. Words in the singular number shall include the plural and words in the plural number include the singular unless otherwise stated.
9. The following Sections survive any termination of the Agreement: Release, Use of Site Content, Exclusion of Liabilities and Indemnity.

## Entire Agreement

The terms and conditions herein, the Terms and Conditions for Advertisers Subscribing to LiveLifeDrive and our Personal Data Protection Notice (collectively, the “**Terms**”) are the entire and exclusive agreement between iCar Asia and the User regarding the Services (excluding any services for which the User have a separate agreement with iCar Asia that is explicitly in addition or in place of the Terms), and the Terms supersede and replace any prior agreements between iCar Asia and the User regarding the Services. Other than members of the group of companies of which iCar Asia Sdn Bhd. is a member, no other person or company will be third party beneficiaries to the Terms.

## Variation of the User Agreement

We may revise the Terms from time to time; the most current version can always be found [here](#) / the Site. iCar Asia recommends Users to review the Terms periodically to be aware of such modifications. By continuing to access or use the Services after those revisions / modifications become effective, Users agree to be bound by the revised Terms of this Agreement.

**Contact Information**

If Users have any questions or comments regarding the Agreement, please contact iCar Asia. iCar Asia's details are as follows.

**Tel:** 1300-30-4227

**Fax:** 603-2776-6010

**Email:** [enquiries@carlist.my](mailto:enquiries@carlist.my)