

BUYBYE TERMS OF USE

1. INTRODUCTION

- 1.1 BuyBye is an online website (“Platform”) which connects car Sellers and Buyers (collectively referred to as “Users”) by allowing sellers to list their used cars up for bidding and buyers may browse the Platform and participate in online car bidding at anytime, anywhere (“Services”).
- 1.2 By using our Platform and/or Services, you are deemed to have consented to be bound by this Terms of Use (“Terms”) which shall constitute a legally binding agreement (“Agreement”) between you and BuyBye, its parents, subsidiaries, affiliates officers and directors (collectively referred to as “BuyBye”) which sets out the terms of use of BuyBye Platforms. Should you not be agreeable to the Terms hereinafter contained, kindly do not use our Platform and/or Services.
- 1.3 BuyBye may amend or supplement these Terms from time to time. Any amendment or addition to these Terms shall be effective immediately upon the posting of the amendment or addition on our Platform. Your continuous usage of our Platform and/or Services after such postings shall be deemed as you having agreed to be bound by our amendments and/or additions to these Terms.

2. REGISTRATION

- 2.1 While our Platform is open for access to you at all times, kindly note that you may be required to register an account with us to have access to certain features.
- 2.2 All registered Users of our Platform shall strictly comply with this Terms of Use.
- 2.3 Please refer to our Privacy Policy on information of how we use your personal data.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Malaysia, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Platform “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 3.2 Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, Content, and the Marks.

4. BUYER REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

4.1 By participating in our online car bidding, any Buyer whom intends to bid using our Platform hereby agrees that:

4.1.1 You are satisfied on the physical condition of the vehicle and based on your own independent and reasonable judgement that you paying a fair price for the vehicle you had bid for;

4.1.2 You participated in our online car bidding out of your own free will and at your own risk;

4.1.3 You have read, understood and agree to be bound by the Terms and Conditions contained herein;

4.1.4 Whenever time is mentioned herein, time shall be deemed to be of essence.

5. SELLER REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 By participating in our online car bidding, any Seller whom intends to sell using our Platform hereby agrees that:

5.1.1 You are listing your vehicle up for bidding on our Platform out of your own free will and at your own risk;

5.1.2 You have read, understood and agree to be bound by the Terms and Conditions contained herein;

5.1.3 You warrant that the information you had submitted where requested in regards to the condition and ownership of vehicle you will be listing on our platform is true and accurate;

5.1.4 Whenever time is mentioned herein, time shall be deemed to be of essence.

5.2 Although all vehicles on our Platform shall be listed on an as is basis, the Seller shall be obliged to provide a truthful declaration on the condition of the vehicle, in particular:

5.2.1 Insurance claim history;

5.2.2 Whether the vehicle was involved in any major accident;

5.2.3 Whether the vehicle was contaminated by flood;

5.2.4 Whether vehicle has been written off; and

5.2.5 Whether the vehicle is free from encumbrances.

6. PROHIBITED ACTIVITIES

- 6.1. You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

7. DISPUTE

- 7.1. Should there be a dispute between Sellers and Buyers on the condition of the vehicles listed on BuyBye, Users may submit a complain to BuyBye and BuyBye and/or its appointed representative shall investigate the matter and provide the aggrieved Users with a decision which shall be a final decision in the matter and the involved parties shall accept the decision with no further claims against BuyBye and/or the defaulting User.

8. GOVERNING LAW

- 8.1. These Terms shall be governed by, and construed in accordance with, the laws of Malaysia and submit to the exclusive jurisdiction of the courts of Malaysia.

9. SUSPENSION

- 9.1. By using our Platform, you agree that you will be personally liable for the use of the Platform and for all communication and activity between other Users of our Platform. Should it be discovered that you are involved in any prohibited activities on our Platform, are disrespectful to other Users or in any event in violation of our Terms of Use, we may deny your access to our Platform on a temporary or permanent basis, depending on the seriousness of non-compliance.
- 9.2. We reserve the right to suspend, terminate, change or discontinue any features on our Platform and our sole and absolute discretion at any time with no notice to you.

10. LISTING OF VEHICLE

- 10.1. Sellers who are interested in listing their used vehicles up for sale on our Platform may make an appointment via our Platform and BuyBye will contact you within 24 hours to confirm the inspection of car for sale.
- 10.2. The car inspection procedure will visit you at the agreed location to conduct a 175-point inspection which shall include a short road test to determine the realistic value of the car. Photos of you car will be taken throughout the inspection process for the purpose of keeping records and reporting.
- 10.3. Sellers are required to provide the following documentation for car inspection:
 - 10.3.1. Registration Card (RC)/Vehicle Ownership Certificate (VOC);
 - 10.3.2. NRIC (or passport for non-Malaysians);
 - 10.3.3. Spare keys (if available);

- 10.3.4. Approved Permit (AP) (company or individual for verification, if applicable);
 - 10.3.5. Hire Purchase Settlement (for cars with outstanding loan amount);
 - 10.3.6. Purchase Invoice (for cars purchased by cash); and
 - 10.3.7. Third-party authorisation letter (for car registered under a different name)
- 10.4. Once your car is accepted for listing on our Platform, we will provide you with login details prior to the bidding session. Using the login details provided, you may view a live bidding session of your listed vehicle. Please note that this account will be deactivated once the bidding session ends.
- 10.5. Sellers are required to respond on whether you accept or reject the bidding offer within 24 hours. Once you accept the bidding offer, you will be contacted by BuyBye customer support to arrange for transfer of car ownership and payment transactions.
- 10.6. In the event that you do not receive any bid on your listed vehicle, your car will be placed for the next available bidding session automatically. If you do not want to continue listing your vehicle in the next available bidding session, kindly inform us immediately. Please note that the subsequent starting bid price will be 5% less than the original bid price. Each vehicle are only allowed a maximum of three (3) bidding sessions.
- 10.7. Upon the successful bidding of a listed vehicle, the Seller will be charged an administrative fee of Ringgit Malaysia Two Hundred and Fifty Only (RM250.00) inclusive of sales and service tax per transaction.

11. SALE OF E-HAILING REGISTERED VEHICLE

- 11.1. Should your vehicle be a E-hailing registered vehicle, please follow the following procedure to change the classification of the vehicle:
- 11.1.1. Contact your e-Hailing company to request APAD (Agensi Pengangkutan Awam Darat) for the cancelation of e-Hailing Vehicle Permit (EVP);
 - 11.1.2. Ensure your vehicle undergoes B2 and B5 inspections at Puspakom and complete the ownership transfer and 'Tukar Kelas';
 - 11.1.3. Perform a biometric fingerprint authentication at the nearest JPJ branch;
 - 11.1.4. Schedule an appointment with BuyBye for vehicle inspection;
 - 11.1.5. Any fee/charge incurred during change of car status to be borne by the Seller.

12. REPRESENTATIVE SELLER

- 12.1. Company's may appoint a representative to act on behalf of the company to list the vehicle for sale.

12.2. In the event a representative is appointed, please provide the following documents:

- 12.2.1. Photo identification for the person appointed to deliver and sell the car;
- 12.2.2. Letter of authorisation signed by the company's director authorising the representative to sell the used vehicle on behalf of company;
- 12.2.3. Company account details (e.g. company bank statement);
- 12.2.4. One [1] form of identification on the company's business address;
- 12.2.5. Both sets of car keys (if available); and
- 12.2.6. Complete car service history (if available).

13. INTERIM TRANSFER OF OWNERSHIP

- 13.1. All paperwork on the transfer of ownership will be handled by BuyBye. All vehicle registered owners must be present during the transfer of ownership to provide your thumbprint and proof of identity to facilitate the transfer of vehicle's ownership to the Buyer. Please note that this is a requirement by the Road Transport Department (JPJ) and eAuto.my being the car ownership transfer service provider.
- 13.2. BuyBye will settle all outstanding car loans with the Seller's bank and credit the monies due after setting off the outstanding car loan being the final payment for the successful purchase of the listed vehicle directly to the Seller's bank account via online transfer.
- 13.3. If the outstanding loan amount is higher than the successful bidding price, the Seller shall pay the difference in amount to the listed vehicle's bank. The Seller shall email a copy of the payment slip to us at info@buybye.my for our records.
- 13.4. Payment of the successful bidding price to be paid to the Seller upon the successful sale of the listed vehicle and other monies due to the Seller will be credited to the Seller's bank account within 48 hours of completion of transfer of ownership.

14. PENALTY

- 14.1. Should the Seller fail to observe the terms and conditions of this Terms of Use in particular by refusing to sell the listed vehicle upon a successful bid within 24 hours of the Seller's acceptance of the successful bidding price, the Seller will be charged an administrative fee of Ringgit Malaysia Two Hundred and Fifty Only (RM250.00).
- 14.2. In addition to Clause 12.1 herein, the sale of the said listed vehicle will be frozen for two weeks before the Seller can continue to list their car on the next bidding session.

15. BUYER

- 15.1. Should you be interested in purchasing a used vehicle using our Platform, you are required to register an account with us and make a deposit payment of Ringgit Malaysia One Thousand Five Hundred Only (RM1,500.00) (“Deposit”).
- 15.2. BuyBye reserves the right to forfeit the Deposit should the Buyer fail to go through with the purchase of used vehicle upon making a successful bid within 24 hours the successful bid is accepted by the Seller.

16. EXCLUSION AND LIMITATION OF LIABILITY

- 16.1. BuyBye shall not be held liable for any representation, warranties, express, implied or statutory, not expressly set out in these terms which shall include the implied warranty of merchantability, fitness of the vehicle and non-infringement. BuyBye further makes no representation, warranty or guarantee regarding the reliability or quality of the Seller and/or vehicle listed on our Platform. By using our Platform, you agree and understand that you shall be using the Services provided through our Platform at your own risk and you shall have no claim against BuyBye for any negligence or non-compliance of the Users to the extent as permitted under any applicable legislation.
- 16.2. Once the listed vehicles is successfully delivered to the Buyer and the Buyer is satisfied with the condition and accepted the delivery of the vehicle on an as is where is basis, BuyBye shall not be held liable for any defect, claims or complaints related to the fitness of the vehicle.
- 16.3. Notwithstanding anything contained herein, the liability of BuyBye shall be limited only to our Services and any fees charged by us for the Services.

17. INDEMNITY

- 17.1. The Buyer and Seller hereby agrees that they are liable to indemnify BuyBye against any loss, damage and/or legal fees arising from any occurrence of BuyBye being subjected to any legal proceedings and/or dispute as a result of any act or negligence of the Buyer and Seller in connection to the Services and use of the Platform.