

TERMS & CONDITIONS OF USE

Welcome to CARSOME's website (the "**website**"). Please read the Terms & Condition of Use (defined below) carefully before conducting further activity. The Terms & Condition of Use govern your legal rights and obligations when using the website.

Section 1: General Terms & Condition of Use

In the Terms & Condition of Use, unless the context requires otherwise:

1. "**We**," "**our**," "**ours**," "**us**," or "**ourselves**" means Carsome (Thailand) Co., Ltd., the operator of the website in Thailand including its subsidiaries, employees, officers, agents, affiliates, or assigned parties;
2. "**Seller**" means any user who advertises a car for sale on the website, which can be, including:
 - (i) the owner of the car;
 - (ii) an affiliate of the owner of the car, who is not an agent but is *de facto* authorized by the owner to advertise the car on his/her behalf; or
 - (iii) an agent authorized by the owner to advertise the car on his/her behalf;
3. "**Buyer**" means any user who inputs his/her preference on the car and he/she intends to buy;
4. "**Terms & Condition of Use**" mean, collectively, the General Terms of Use, the Buyers Terms, the Sellers Terms and the Referrers Terms;
5. "**General Terms & Condition of Use**" mean, collectively, all terms of use contained in this Section 1 to which all users of the website have agreed in accordance with the Terms & Condition of Use;
6. "**Buyers Terms**" mean, collectively, all terms of use contained in Section 2 to which all users using the website in their capacity as buyers have agreed in accordance with the Terms & Condition of Use;
7. "**Sellers Terms**" mean, collectively, all terms of use contained in Section 3 to which all users using the website in their capacity as sellers have agreed in accordance with the Terms & Condition of Use;
8. "**Applicable law**" means the laws of the Kingdom of Thailand.

By using the website, you acknowledge and confirm that you have read, understood and agreed to the General Terms & Condition of Use. In addition to the General Terms & Condition of Use, by using the website in your capacity as buyer or seller, you also acknowledge and confirm that you have read, understood and agreed to the Buyers Terms or the Sellers Terms (depending on the capacity for which you use the website) (all the Terms to which you have agreed by your use of the App, the "**Applicable Terms of Use**"). For example, if you use the website as both buyer and seller, by using the website, you acknowledge and confirm that you have read, understood and agreed to the Applicable Terms & Condition of Use which consist of the General Terms of Use, the Buyers Terms and the Sellers Terms.

We reserve the right to change any of the Terms & Condition of Use, to the reasonable extent, without prior notice. If you do not agree with any of the Terms & Condition of Use (as applicable to you), you shall not use the website and shall delete your account as soon as reasonably practicable. However, if you continue to use the website, you will be deemed to have acknowledged and agreed to the Applicable Terms & Condition of Use.

In interpreting the Terms & Condition of Use:

- (a) (i) the terms “include”, “includes”, “including” and similar words mean “including, without limitation” unless otherwise specified; (ii) the term “any” means “any and all”; and (iii) the term “or” shall not be exclusive and shall mean “and/or”;
- (b) references to “written” or “in writing” include in electronic form;
- (c) references to any person includes such person’s successors and permitted assigns (if any);
- (d) the headings in the Terms & Condition of Use are inserted for convenience only and do not affect the interpretation of the Terms & Condition of Use.

1. Materials on the Website

- (i) All materials presented on the website are based solely on the information provided by each buyer or seller. We do not give any representation or warranty of any kind with respect to the accuracy, timeliness, adequacy, commercial value, or completeness of such materials.
- (ii) We may remove, change or suspend any material presented on the website for any reason, including material which is, or is perceived to be: (i) misleading; (ii) fake; (iii) inaccurate; (iv) violating applicable law; or (v) infringing on any intellectual property rights of any persons. However, we are not required to monitor the content of any material presented on the website.

2. General

- (i) We may present to you on the website advertisements either belonging to us or third-party or linking to other website(s).
- (ii) You possess the legal capacity, right, and ability to comply with the Applicable Terms & Condition of Use and to enter into any contracts under the law applicable to you.
- (iii) You will use the website for lawful purpose, in good-faith, and in accordance with the applicable law.
- (iv) You must not use the website to intentionally or unintentionally violate any local, state, national, or international laws, codes, guidelines, policies or regulations, or to conduct any action that could be perceived to be unlawful, fraudulent, misleading, or anything which could expose the website or us to any liability.
- (v) You must be responsible for any of your action carried out through the website at your own risk.
- (vi) You must not do or try to modify any online material, to defeat any security feature, or to utilize the website for other than its intended purposes.

3. Personal Data

We are committed to protecting the personal data, provided by you, in accordance with the Personal Data Protection Act, B.E. 2562 (2019) ("PDPA"). Subject to our Privacy Policy to which you have separately acknowledged and agreed, any personal data provided to us will be collected, used, processed, or disclosed, to whomever and in whatever manners we deem fit. In this respect, by acknowledging our Privacy Policy and agreeing to the Applicable Terms & Condition of Use, you have expressly consented to our collections, uses, processes and disclosures made to all your personal data provided to us. Your uninstallation of the App or removal of your material or account does not

constitute: (i) termination of your consent; or (ii) your written request for deletion of your data.

4. Intellectual Property Rights

- (i) All materials you provide to, or create through, the website are owned by you and are protected by applicable law. However, by providing or creating so, you grant us a non-exclusive and royalty-free license to use, distribute, modify, publish including any other similar means of all your materials.
- (ii) The content, look and feel, or visual design, of the website and all copyrights, patents, trademarks, service marks, trade names, and all other intellectual property rights are owned by us (or our licensors) and are protected by applicable law. You do not have, nor will you be entitled to claim, any rights in and to the website's content, intellectual property rights above, or any portion thereof.
- (iii) "CARSOME" logos and names are our trademarks. All other brand icons, logos, and trademarks appearing on the website are trademarks of their respective owners. Our reference to, or use of, them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made. The use of certain trademarks is only for description of the acceptance of credit/debit card payments online by the website.
- (iv) You must not reproduce, access through technology or means other than those provided on the website, transfer, modify, manipulate, create derivative works from or based upon (including wallpapers, cards, or other merchandise), publish, publicly display, distribute, share, embed, reverse engineer, translate, incorporate into any hardware or software application, use for commercial purposes, or otherwise use or exploit the website or any component part thereof.

Any of the unauthorized actions referred to above would constitute an infringement of the copyrights and other proprietary rights of us (or our licensors) and a violation of the Applicable Terms & Condition of Use and may subject you to civil or criminal liability under applicable law.

5. Intellectual Property Infringement

- (i) We respect the intellectual property of others, and require that you do the same. Accordingly, you must not claim any copyright-protected material anywhere on the website without the express permission of the author or owner of the copyright in that material.
- (ii) If you believe that your work has been copied or infringed in a way that constitutes intellectual property infringement, and appears on the website, please contact:

Carsome (Thailand) Co., Ltd. ("Copyright Agent")
1122 Rama IX Rd, Khwaeng Suan Luang, Khet Suan Luang, Krung Thep Maha Nakhon 10250, Thailand
info@carsome.co.th

In addition, if your work is a copyrighted work, please send to the Copyright Agent at the address set forth above, a notification of claimed infringement (an "**Infringement Notification**") that contains all the following information:

- (i) identification of the copyrighted work claimed to have been infringed;
- (ii) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the website;
- (iii) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
- (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (v) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- (vi) your physical or electronic signature.

By submitting an Infringement Notification, we may forward your Infringement Notification and any related communications to any users who posted the material identified in such notice.

We will not be responsible for any copyright and other intellectual property violation and infringement on materials received or sent by its network service.

6. Liability and Indemnification

We will not be liable to you for any loss or damage, whether directly or indirectly, caused by:

- (i) any error, failure, or interruption, caused to the website or the website's server or system;
- (ii) any error or inaccuracy of material presented on the website; or
- (iii) any virus, malware, or other harmful components, caused in relation to your use of the website.

In any case, we will endeavor to rectify the situation/incident if such rectification does not and will not incur to us any cost/expense additional to the cost/expense incurs in our ordinary course of business activities.

We may change, terminate, or restrict you from accessing any operation of the website, at any time, without prior notice.

To the maximum extent permitted by applicable law:

- (i) we may claim for any loss and damages caused by you, including your violation of any of the Applicable Terms of Use; and
- (ii) you will indemnify and hold harmless us: (i) for any loss or damages caused by you, including your violation of any of the Applicable Terms & Condition of Use; and (ii) from any claims, liabilities, damages, losses, costs, expenses, fees (including reasonable outside attorneys' fees and costs) that such parties may incur as a result of or arising from your violation of the Applicable Terms & Condition of Use or, any person's intellectual property, privacy, publicity or other right.

Further, we may assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will cooperate with us under the Applicable Terms & Condition of Use in asserting any available defenses.

This provision shall remain in full force and effect although you cease to use the website.

Section 2: Buyers Terms

1. Materials on the Website

Any material provided by you is accurate, clear, and genuine, at all times and in all respects. You shall be solely and fully responsible for any inaccuracy or misleading material provided by you.

2. General

- (i) At any time, we may use any material, including contact information or your preference on car, provided by you, for the purposes of notifying you of information, promotion, or matching result.
- (ii) You consent us, in accordance with spam control laws (whether in Thailand or elsewhere) to send any notification to you by any means available. However, in case of e-mail, you may subsequently opt out of receiving our notification via e-mail by clicking on a hyperlink provided in any of our e-mail.
- (iii) We can sub-contract to any third party(ies) the performance of any of our services, as we deem appropriate.
- (iv) At any stage, if payment is required, you must use your own fund or your own credit and shall ensure that there is sufficient fund to cover such payment.

3. Account

We may suspend or remove your account, at any time, without prior notice, for any reason, including if, or if we are perceived that:

- (i) You provide misleading, fake and/or inaccurate material;
- (ii) You breach any of the Applicable Terms & Condition of Use; or
- (iii) You fail to make any payment due and payable to us.

In addition, if any of the above event occurs, whether we suspend or remove your account or not, we may further prohibit you from signing-up with the website, at our sole discretion.

4. Intellectual Property Infringement

If you believe that your material has been wrongfully removed from the website, you may send a counter notification. However, you may be held liable for damages if you make material misrepresentations in a counter notification. Your counter notification, to be effective, must be in writing, sent to the Copyright Agent (at the address/e-mail address shown in the General Terms & Condition of Use), and include substantially the following information:

- (i) identification of the material that has been removed or to which access has been disabled and the location where the material previously appeared on the website;
- (ii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iii) your name, address, email and telephone number; and

(iv) your physical or electronic signature.

By submitting a counter notification, we may forward your counter notification and any related communications to the person who submitted the original Infringement Notification that resulted in the removal of your content or to other third parties.

5. No Liability

We are not liable to you for any loss or damage, whether directly or indirectly, caused by any material provided by seller or buyer (other than you).

Section 3: Sellers Terms

1. General

At any time, we may use any material, including contact information or information on our site, provided by you, for the purposes of notifying you of information, or promotion.

You consent us, in accordance with spam control laws (whether in Thailand or elsewhere) to send any notification to you by any means available. However, in case of e-mail, you may subsequently opt out of receiving our notification via e-mail by clicking on a hyperlink provided in any of our e-mail.

We can sub-contract to any third party(ies) the performance of any of our services, as we deem appropriate.

At any stage, if payment is required, you must use your own fund or your own credit and shall ensure that there is sufficient fund to cover such payment.

2. Account

We may suspend or remove your account or your advertisement (whether verified or not), at any time, without prior notice, for any reason, including if, or if we are perceived that:

- (i) You provide misleading, fake or inaccurate material;
- (ii) You breach any of the Applicable Terms & Condition of Use; or
- (iii) You fail to make any payment due and payable to us.

In addition, if any of the above event occurs, whether we suspend or remove your account or not, we may further prohibit you from signing-up with the website, at our sole discretion.

3. Intellectual Property Infringement

If you believe that your material has been wrongfully removed from the website, you may send a counter notification. However, you may be held liable for damages if you make material misrepresentations in a counter notification. Your counter notification, to be effective, must be in writing, sent to the Copyright Agent (at the address/e-mail address shown in the General Terms & Condition of Use), and include substantially the following information:

- (i) identification of the material that has been removed or to which access has been disabled and the location where the material previously appeared on the website;
- (ii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iii) your name, address, email and telephone number; and
- (iv) your physical or electronic signature.

By submitting a counter notification, we may forward your counter notification and any related communications to the person who submitted the original Infringement Notification that resulted in the removal of your content or to other third parties.

4. No Liability

We are not liable to you for any loss or damage, whether directly or indirectly, caused by any material provided by buyer or seller (other than you).