

## TERMS & CONDITIONS OF USE

Welcome to CAR SOME's website (the "**website**"). Please read these Terms & Conditions of Use carefully before conducting further activity. The Terms & Conditions of Use govern your legal rights and obligations when using the website.

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

1. "**We**", "**our**", "**ours**", "**us**", "**ourselves**" or "**Carsome**" means Carsome Thailand, the operator of the website in Thailand, including its subsidiaries, employees, officers, agents, affiliates, or assigned parties;
2. "**Participant**" means any user who submits a request for a vehicle price quote through the website;
3. "**Dealer**" means any automobile dealership registered with Carsome and has been granted access to use the website;
4. "**Terms & Condition of Use**" means these Terms & Conditions of Use;
5. "**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 Terms & Conditions of Use.

We reserve the right to change any of the Terms & Conditions of Use, to the reasonable extent, without prior notice. If you do not agree with any of the Terms & Conditions of Use, 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 Terms & Conditions of Use.

### 1. Materials on the Website

- (i) All car information relating to each car appearing on the website is provided by the Participant, and information relating to conditions of each car appearing on the website is provided by expert inspectors. 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 are not liable to you for any loss or damage, whether directly or indirectly, caused by any material provided through the website.

### 2. General

- (i) Carsome may present to you on the website advertisements either belonging to us or third-party or links to other website(s).
- (ii) You possess the legal capacity, right, and ability to comply with the Terms & Conditions of Use and to enter into any contracts under the law applicable to you.
- (iii) You will use the website for lawful purposes, 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 modify or attempt 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").

By using the website, you acknowledge and confirm: 1) that you have read, understood and accepted the terms of our Personal Data Policy and 2) that you consent to the collection and handling of your Personal Data by us according to our Personal Data Policy.

#### **Personal Data Policy**

- 1 Your Personal Data includes any information through which your identity can be determined, including but not limited to:
  - (i) your name;
  - (ii) date of birth;
  - (iii) home address or correspondence address;
  - (iv) bank account details, including account numbers;
  - (v) payment details, including credit card and banking information;
  - (vi) contact details, including contact name, telephone number and email address;
  - (vii) information required for the verification of your identity, including Identity Card number and passport number;
  - (viii) personal details such as age, race, nationality, languages; height, weight;
  - (ix) employment details such as employer's name, designation, years of service, income;
  - (x) personal data about your transactions with Carsome, its affiliates or third parties, such as payment history and account activity; or
  - (xi) personal data about you as a result of correspondences with you, referral programmes, contests or surveys;
  - (xii) details of your visits to Carsome website including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for Carsome own billing purposes or otherwise and the resources that you access; or
  - (xiii) personal data about yourself which you may have provided to third parties insurers for the purposes of your insurance policy.
- 2 In order to receive Carsome's services through the website as a Participant, you are required to provide Carsome with your Personal Data at various stages.
- 3 You have the opportunity to make choices. If you do not provide this Data, it will not be possible for you to open an account with Carsome or Carsome will not have sufficient information to provide relevant services to you.
- 4 You agree to ensure that any Personal Data provided to Carsome is up-to-date and complete, so as to enable provision of appropriate and quality services to you.
- 5 Carsome will not intentionally use your Personal Data or disclose such Data to any third party for any purpose other than providing its services to you under the normal course of business.

### **4. Intellectual Property Rights**

- (i) All materials you provide to, or create through, the website are owned by you and are protected by the 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 the Applicable Law. You do not have, and are not 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.
- (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 Terms & Conditions of Use, which may subject you to civil and/or criminal liability under the Applicable Law.

## 5. Liability and Indemnification

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

- 1. Any error, failure, or interruption caused to the website or the website's server or system;
- 2. Any error or inaccuracy of information presented on the website; or
- 3. Any virus, malware, or other harmful components affecting 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 upon us any cost/expense additional to the cost/expense incurred 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 the Applicable Law:

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

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 Terms & Conditions of Use in asserting any available defenses.

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

## **6. Sale and Purchase Transaction**

The website facilitates sale and purchase transaction between you, as a Participant, and the Dealers by providing services and platform for listing the automobile each Participant wishes to offer for sale with information on conditions of such automobile, whereas such listing is accessible by the Dealers. The sale and purchase transaction (if entered into) is directly entered into between you and the Dealer at your own free will and due diligence. We are not a party to any such sale and purchase transaction made between you and the Dealer, and we accept no obligations in connection with any of such transaction.