

CSE TELEMATICS

TERMS AND CONDITIONS

This Terms and Conditions ("Agreement") sets out the terms and conditions governing the use of the Services provided by CSE Telematics Sdn Bhd (Company No.266739-U) ("CSE") to its eligible Subscriber.

This Agreement is to be read in conjunction with any instructional material as well as any other terms and conditions which CSE may prescribe from time to time. Should there be any conflict between this Agreement and any other agreement that the Subscriber may have with CSE or any of its subsidiaries, affiliates and/or business partners, this Agreement shall prevail to the extent that it relates to the provision of the Services.

SECTION 1: THE SERVICES

DEFINITIONS

'Agreement' means this Terms and Conditions as may be varied by CSE from time to time;

'Alert' means any request, instruction, application, authorization or notice by CSE alerting or prompting the Subscriber of any possible Theft occurrences (either attempted or otherwise) or by the Subscriber to CSE and such includes but not limited to any request by the Subscriber to CSE of any Recovery Services, where applicable;

'Data Centre' means the data centre, wherever situated, operated by CSE for the provision of the Services;

'GPS/GNSS' means the worldwide satellite-navigation systems of satellites and receiving devices used to compute and locate the position of the Vehicle;

'GSM' means the Global System for Mobile Communications, a technology that is widely used in all standard digital mobile phones that enables information to be communicated by the Subscriber to the Secured Operating Centre and vice versa;

'Notification' means any information, request, instruction, application, authorization or notice made by CSE or by the Subscriber including any alert from the Data Centre in respect of the Telematics Services;

'Price' means the price that includes the Telematics Equipment and the subscription fee as set out in the brochures, pamphlets, or any other marketing materials at the relevant times;

'Response Services' means subject to the terms and conditions of this Agreement, the vehicle security and tracking services provided by CSE in tracking, locating and recovering the Vehicle with the use of the combined technologies of GPS and GSM;

'Secure Operating Centre (SOC)' means the designated area of place where the Data Centre, Customer Service Centre, Help Desk and Control Room are located;

'Services' means the Response Services, Telematics Services and other services CSE may provide from time to time;

'Subscriber' means a natural person that has been approved by CSE for the provision of the Services;

'Telematics Equipment' means the tracking device installed in the Vehicle that enables CSE to provide the Services;

'Telematics Services' means the mobile and web application services through Alert and/or Notification that enables the Subscriber to manage, identify and locate the Vehicle as provided in the User Manual or any other instructional materials and as CSE may prescribe from time to time;

'Theft' means any circumstance where the Vehicle is stolen, towed or is taken away and/or is being removed either by force or under duress from the Subscriber's custody or without the Subscriber's consent, approval or authorization. Theft shall also mean to include any circumstance or event of hijack of Vehicle by any third party;

'User Manual' means CSE's user guide that is provided together with the Telematics Equipment;

'Vehicle' means the vehicle fitted or to be fitted with the Telematics Equipment;

'Warranty' means the warranties set out in the User Manual; and

'Warranty Period' means the warranty period set out in the User Manual

'Web/Mobile Password' means the password assigned to the Subscriber, which is to be used for verification and authentication purposes in order for the Subscriber to access the Services via mobile and/or web application.

1. AGREEMENT PERIOD

- 1.1 Subject to Clause 1.2, this Agreement shall commence on the date of activation of Services by CSE.
- 1.2 Before or upon approval by CSE of the Subscriber's application, as the case may be, the Subscriber shall commit to pay CSE the Price and all charges described in the brochures, marketing materials or as prescribed by CSE from time to time.

2. SUBSCRIPTION TO THE SERVICES

- 2.1 Subject to the terms and conditions herein, the Services are made available for application and subscription by the Subscriber for the use of the Services in Malaysia only.
- 2.2 In the event that the Subscriber is not the registered owner of the Vehicle, the Subscriber is solely responsible to ensure that the registered owner consents for the Telematics Equipment to be fitted into the Vehicle for the subscription of the Services. CSE shall not in any way be liable for any losses or damages either to the Vehicle or to the registered owner for any act, failure or omission by the Subscriber to obtain such consent from the registered owner whether such acts, failures or omissions by the Subscriber are made intentionally, fraudulently or negligently.
- 2.3 Any application to subscribe for the Services and to activate thereto shall be subjected at all times to CSE's sole and absolute discretion and CSE reserves the right to accept or reject the application.

3. THE SUBSCRIBER'S RESPONSIBILITY OF WEB/MOBILE PASSWORD

- 3.1 The Subscriber agrees and acknowledges that the Web/Mobile Password is to be kept confidential and is not to be shared or disclosed to any person whatsoever, including any of the officers of CSE and/or its employees and agents.
- 3.2 The Subscriber shall, at all times ensure that he or she observes all security measures as may be prescribed by CSE in relation to the Web/Mobile Password. The Subscriber shall take all reasonable precautions necessary to ensure that no other person or persons have or will be granted access to the Web/Mobile Password and such precautions may include among others, immediately memorizing the Web/Mobile Password and not retaining the Web/Mobile Password in any physical or visible form.
- 3.3 The Subscriber agrees to be responsible for any access and/or use of the Services made via the Web/Mobile Password whether in fact such access and/or use is made by the Subscriber or by any other person(s) purporting to be the Subscriber.
- 3.4 If the Subscriber discovers or has reasonable reasons to believe that the Web/Mobile Password has been compromised in any way and/or any statement, data or information has been received which indicates unauthorized usage has taken place or is otherwise not intended for the Subscriber, the Subscriber shall immediately take steps to vary, change and replace the current Web/Mobile Password with a new Web/Mobile Password by either following the procedure prescribed by CSE as set out in the User Manual or notify CSE directly at its SOC for a new Web/Mobile Password to be issued.
- 3.5 Upon CSE's receipt of such notification made pursuant to Clause 3.4, the Subscriber agrees and acknowledges that CSE may at its sole discretion suspend the account until a new Web/Mobile Password is issued.

4. PROVISION OF SERVICES

- 4.1 The Subscriber agrees and acknowledges that CSE shall use reasonable efforts to provide the Services to the Subscriber. Where applicable, Subscriber acknowledges that some of the Services provided by CSE relies on the response of third party service providers which CSE has no control or management over them. Such services include but not limited to services provided by Malaysia Emergency Response Services (MERS 999).
- 4.2 The Subscriber agrees and acknowledges that any Notification and/or Alert transmitted to and/or received by CSE through the use of the Web/Mobile Password shall be deemed as genuine Notification or Alert made by the Subscriber. For avoidance of doubt, CSE is under no obligation to verify the said Notification and/or Alert with the Subscriber to determine its authenticity but CSE may at its sole discretion, do so for its own purpose. In the event that such Notification and/or Alert is proven to be fraudulent, fictitious, false or untrue, CSE shall have the right to charge the Subscriber for all costs and expenses incurred by CSE or its authorized persons in attending to and/or in providing assistance following the fictitious, false or untrue information provided by the Subscriber.
- 4.3 The Subscriber agrees and acknowledges that the execution of this Agreement by the Subscriber does not in any way mitigate his or her duty to ensure that all security measures are taken in respect of the Vehicle whilst in the Subscriber's custody including locking the Vehicle, placing the Vehicle at a safe location and ensuring that the Telematics Equipment is operational.

5. RECOVERY SERVICES (where applicable)

- 5.1 In the event of Theft, the Subscriber shall immediately notify and alert the SOC. Upon receiving such Alert, SOC shall track, locate, establish and manage the Vehicle as stated in Clause 5.4 below.
- 5.2 It is the sole responsibility of the Subscriber to alert and/or report to the relevant authorities on the Theft and/or the unauthorized removal of the Vehicle and to lodge a written police report at the nearest police station without any delay. The Subscriber shall provide the SOC with the police crime reference number, the name of the police officer in charge, the telephone number and address of the relevant police station where the written report has been lodged.
- 5.3 Notwithstanding anything in this Agreement, the Subscriber agrees and acknowledges that the police at its sole discretion may or may not take any action to recover the Vehicle and CSE shall not be liable for the non-recovery of the Vehicle due to the acts or omissions of the police.
- 5.4 Upon CSE receiving the Alert, CSE shall take reasonable steps to track and locate the Vehicle and in the event that CSE is successful in locating the Vehicle, CSE shall as soon as possible alert, notify or inform the police in respect of the Vehicle's location.
- 5.5 Upon recovery of the Vehicle, the Subscriber hereby authorizes CSE or its authorized persons to secure and transport the Vehicle to a location deemed appropriate by CSE.

6. FEES AND CHARGES

- 6.1 The Subscriber agrees and undertakes to pay CSE the Price and all fees and charges imposed under this Agreement (inclusive any applicable goods and service tax required under the law) at the time and in the manner provided in this Agreement in respect of the Services.
- 6.2 If any sums due and remains outstanding from the Subscriber to CSE in this Agreement remain unpaid and outstanding for more than thirty (30) days from the due date for payment, CSE shall be entitled to:-
 - 6.2.1 charge a late penalty interest on the sum or sums remaining unpaid and outstanding at the rate of 1.5% per month ("Default Interest"), which interest shall accrue on a daily basis from the due date for payment until full payment of the same together with interests are received by CSE; and/or
 - 6.2.2 suspend and/or terminate the Services until full payment of the outstanding sum and interest (if any) has been received.
- 6.3 The Subscriber shall reimburse CSE on demand in respect of all costs and expenses incurred by CSE in taking steps to enforce payment of all sums due and outstanding from the Subscriber.

7. TERMINATION

- 7.1 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party prior to the expiration date of the subscription period.
- 7.2 Notwithstanding the generality of Clause 7.1 of this Agreement, CSE may terminate, suspend or restrict the provision of the Services immediately upon giving the Subscriber written notice, if the Subscriber commits any or all of the following (hereinafter the "Events of Default"):-
 - 7.2.1 the Subscriber is in breach of any terms of this Agreement; or
 - 7.2.2 the Subscriber becomes insolvent or bankrupt; or

- 7.2.3 any government or other regulatory approvals for the use of the Telematics Equipment and the Services are withdrawn, suspended or amended at any time; or
- 7.2.4 the Subscriber provided false Notification and/or Alert for CSE to provide the Services to the Subscriber; or
- 7.2.5 in CSE's opinion, it is in the public interest to do so.

- 7.3 The Subscriber agrees and acknowledges that termination of this Agreement does not affect the Subscriber's liability or obligations in respect of Notification and/or Alert received by CSE prior to the termination of the Services and the Subscriber further agrees and acknowledges that where the Notification and/or Alert is received prior to the termination but has not been processed, the Subscriber shall still hold CSE responsible or liable for any failure to process the said Notification and/or Alert.
- 7.4 Any rights and obligations under this Agreement which by their term and sense would survive the termination of this Agreement in any way shall continue to be in full force and effect hereunder.

SECTION 2: GENERAL

This Section 2 sets out the general terms and conditions applicable in this Agreement and to be complied by the Subscriber in respect of the subscription of the Services.

8. EXCLUSION OF LIABILITY

- 8.1 In addition to any other exclusion in this Agreement, CSE shall not be liable for any loss caused by or arising from one or more of the following events or matters howsoever caused or incurred :-
 - 8.2.1 any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer terminal, server, mobile devices or other devices or system whether or not owned, operated or maintained by the Subscriber, CSE or any person including but not limited to the failure of any such equipment or system to accept, recognise or process the Notification and/or Alert, the Web/Mobile Password;
 - 8.2.2 any malfunction, breakdown, disruption to the Telematics Equipment and/or the Vehicle that affects the functionality of the Telematics Equipment;
 - 8.2.3 any of the Services not being accessible, available or functioning;
 - 8.2.4 any loss, theft or unauthorized use of the Web/Mobile Password;
 - 8.2.5 any prohibition, suspension, delay or restriction of the Services by laws and regulations of Malaysia;
 - 8.2.6 any inaccuracy or incompleteness of information, data or Notification and/or Alert given by the Subscriber to enable CSE to process and to provide the Services;
 - 8.2.7 the Subscriber's failure, neglect or omission to act in accordance with the terms and conditions of this Agreement and any rules, regulations, policies and guidelines currently in force;
 - 8.2.8 any event, the occurrence of which is beyond CSE's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply;
 - 8.2.9 any loss which is caused by non-performance of a third party for which CSE relies as third party services described in clause 4.1;
 - 8.2.10 any loss of service or tracking abilities arising from or due to the Subscriber or Vehicle owner subsequently installing third party accessories that may affect its functionality e.g. specific vehicle tint films that blocks GPS signals.
- 8.3 The Telematics Equipment (together with any approved optional extra devices supplied and installed in the Vehicle) must not be used in any way, which would or may affect the ability of the driver of the Vehicle to drive safely. CSE shall not be liable for any loss or damage caused by the acts or omissions of the driver of the Vehicle to drive safely.
- 8.4 The Subscriber acknowledges that, owing to the nature of the technologies embedded in the Telematics Equipment, the operation of the Services may from time to time be adversely affected by physical features such as underpasses, atmospheric conditions and/or other interference beyond CSE's control (e.g. failure of GPS or GSM's network infrastructure). As such CSE gives no guarantee that the Vehicle will be successfully located or recovered. In particular, the operation of the Telematics Equipment and, therefore, the provision of the Services in accordance with this Agreement depend to some extent upon the operation of the digital cellular telecommunications technology with which the Telematics Equipment operates and this technology is not operative on all parts of the region.
- 8.5 The Subscriber acknowledges that the installation of the Telematics Equipment does not in any way mitigate his or her duty to obtain adequate insurance for the Vehicle.
- 8.6 So long as CSE acts in good faith in acting or carrying out any Notification and/or Alert, CSE shall neither be responsible nor liable to the Subscriber in any respect whatsoever for any loss caused by or arising from CSE's execution or implementation of such Notification and/or Alert or any matter arising therefrom.
- 8.7 Where CSE fails to observe the procedures in the provisioning of the Services in accordance to the terms of this Agreement and such failure :-
 - 8.7.1 is proven to be caused by the fraudulent or gross misconduct of CSE's authorized persons; and/or
 - 8.7.2 has prejudiced the outcome of the complaint or resulted in delay in its resolutionCSE may, subject to Clause 8 herein, be liable to the Subscriber for an amount not exceeding the Price and/or any of the subscription charges already paid by the Subscriber.

9. NON TRANSFERABLE

- 9.1 The Subscriber agrees and acknowledges that this Agreement is personal to the Subscriber and exclusively to the Vehicle.
- 9.2 Notwithstanding any provisions in this Agreement, the Subscriber agrees and acknowledges that this Agreement is non-transferable and non-assignable to any other person and terminates automatically at the moment the Vehicle is disposed via a sale or any means of disposal either voluntarily or otherwise.
- 9.3 In the event there is a balance credit in the Subscriber's account when the Vehicle is sold off, the balance credit, if any, can either be refunded to the Subscriber upon request in writing or transferred to the new owner of the Vehicle. The new owner will have to register for the Services first before the balance credit can be transferred to his account.

10. MISCELLANEOUS

- 10.1 The Subscriber agrees and acknowledges that CSE shall not be liable for any delay in performing or for failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (hereinafter referred to as "event of force majeure"). CSE shall notify the Subscriber upon becoming aware of the event of force majeure and shall indicate the manner and extent to which its obligations are likely to be prevented or delayed. If any event of force majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of force majeure provided that if any event of the force majeure continues for a long period of exceeding three (3) months, either party shall have the right to terminate this Agreement forthwith on written notice to the other party. Each party shall use its reasonable endeavours to minimize the effects of any events of force majeure.
- 10.2 All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or transmitted to the intended recipient's e-mail address as herein or such other address as either party may notify in writing to the other for this purpose from time to time.
- 10.3 The failure of either party to enforce or to exercise at any time or for any period of time any term or of any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such terms or right and shall in no way affect that party's right later to enforce or to exercise it.
- 10.4 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such terms shall, insofar as it is severable from the remaining terms be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 10.5 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.
- 10.6 The construction, validity and performance of this Agreement shall be governed by the laws of Malaysia and the parties submit to the exclusive jurisdiction of the Malaysian courts to resolve any disputes between them.
- 10.7 The headings set out merely give an indication of the content of the terms to which they are related. They are included only for the purpose of assisting reading this Agreement and do not affect the meaning of the terms themselves.

11. PERSONAL DATA

- 11.1 The Subscriber acknowledges that CSE and/or its related corporations collect, use, disclose and otherwise process Personal Data as set out in the CSE Privacy Statement. CSE may update the CSE Privacy Statement from time to time. When it changes the CSE Privacy Statement in a material way, it will post to our website and will also attempt to notify the Subscriber directly using either email, SMS or post.
- 11.2 In accordance with CSE Privacy Statement, the Subscriber hereby expressly consents that CSE may use his Personal Data for any purpose which is necessary or related to CSE's provision of the Services to the Subscriber. In this respect, the Subscriber also expressly consents that CSE may disclose his Personal Data to CSE's agents, contractors, business partners, associates or such other parties as are necessary to facilitate the provision of the Services by CSE to the Subscriber.
- 11.3 In addition and without derogation to Clause 11.2 above, the Subscriber further expressly consents that CSE may use and/or disclose his Personal Data as follows:-
 - 11.3.1 to CSE's shareholders, related corporations and affiliated companies for purposes of providing any goods or services to the Subscriber;
 - 11.3.2 to CSE's agents, contractors, business partners or associates for purposes of marketing programs or providing any goods or services to its Subscribers;
 - 11.3.3 to CSE's agents or contractors for the purposes of recovering any amount due to CSE;
 - 11.3.4 to payment channels including without limitation, financial institutions for purposes of maintaining financial records, assessing or verifying credit and facilitating payments of any amount due to CSE pursuant to the Agreement;
 - 11.3.5 to regulatory, governmental bodies or other authorities in compliance with requirements under law or towards the detection or prevention of crime, illegal/unlawful activities and/or fraud;
 - 11.3.6 to any party involved in or related to a legal proceeding, for purposes of the legal proceedings;
 - 11.3.7 to other service providers or to parties nominated or appointed by CSE either solely or jointly with other service providers, for purposes of establishing and maintaining a common database of customers;
 - 11.3.8 for any purpose which is necessary or related to CSE's provision of the Services to you and/or
 - 11.3.9 to CSE's professional advisors on a need to know basis.
- 11.4 Save in accordance with Clauses 11.2 and 11.3 above and except as permitted or required under any enactment, law, statute or code, CSE will not use or disclose Subscriber's Personal Data.
- 11.5 The Subscriber hereby acknowledges his awareness that failure to provide complete and accurate information to CSE as required in the Agreement may result in his application for Services being rejected, the Services or Agreement being terminated and/or correspondence from CSE including without limitation, bill statements failing to reach the Subscriber.

This Terms & Conditions and CSE's full Privacy Notice can also be downloaded from our website at www.cse.com.my