

PROTON X70 ONLINE BOOKING - TERMS AND CONDITIONS

1.0 INTRODUCTION

- 1.1 Prior to booking Proton X70 via this online booking platform (“Platform”), it is advisable for you to take a couple of minutes to read the following Terms of Use and ensure that you are completely aware and understand the Terms of Use.
- 1.2 These Terms of Use govern your access and use of the Platform or the use of any services, information and functions made available by us at the Platform (“Services”). Before using this Platform or Services, you are advised to read the Terms of Use carefully and accept the Terms of Use and other terms and conditions and policies pertaining to the use of the Platform and/or the Services (collectively referred to as “Proton X70 Online Booking Terms and Conditions”) and you must consent the processing of your personal data as described in the Privacy Notice made available at www.proton.com and in accordance with the Personal Data Protection Act 2010 (“PDPA”).
- 1.3 By accessing the Platform and/or using the Services, you agree to be bound by Proton X70 Online Booking Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to Proton X70 Online Booking Terms and Conditions and contents of the Privacy Notice, do not access and/or use this Platform and/or the Services.
- 1.4 The Terms of Use stated herein constitute a legal agreement between you and PROTON Holdings Berhad (Company No. 623177-A), Perusahaan Otomobil Nasional Sdn Bhd (Company No. 100995-U) and PROTON Edar Sdn Bhd (Company No. 133533-A). The above are legal entities incorporated in Malaysia and having their registered addresses at PROTON Centre of Excellence, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia (hereinafter referred to as “PROTON”, “we”, “us” or “our”).
- 1.5 PROTON may at its absolute discretion to change, modify, add or remove portions of these Terms of Use and/or Proton X70 Online Booking Terms and Conditions at any time without any prior notice whatsoever. Changes will be effective when posted on the Platform without any prior notice and you are deemed to be aware of, agreed and bound by any changes to the foregoing upon its publication on the Platform.
- 1.6 Buyer agrees to be bound by the official rules and regulations and decisions of PROTON.

2.0 OWNERSHIP, COPYRIGHTS AND TRADEMARKS

- 2.1 Perusahaan Otomobil Nasional Sdn Bhd (Company No. 100995-U) is the exclusive owner of PROTON service marks, including the name and logo of PROTON. The text, images, graphics, sound files, animation files, video files and their arrangement on the Platform and other internet sites are all subject to copyright and other intellectual property protection. These materials may not be copied for commercial use or

distribution, nor may these materials be modified or reposted. Some PROTON internet sites may also contain materials that are subject to the copyright rights of their providers.

- 2.2 Unless otherwise indicated, all marks displayed on PROTON internet sites, including the X70 Online Booking platform, are subject to the trademark rights of PROTON including, but not limited to, model name plates, corporate logos, product and corporate taglines as well as emblems.

3.0 TERMS OF SALE

- 3.1 Definition of terms used in subsequent clauses are as such:

“Booking Fee” means the monies paid in ‘Ringgit’ and the sign ‘RM’ which is the lawful currency of Malaysia using the Platform to book a Proton X70. The full amount of Booking Fee is RM1,000 inclusive of applicable sales and services tax unless stated otherwise in succeeding clauses;

“Buyer” or “Buyers” means the person(s) who place his/her/their booking of Proton X70 using the Platform;

“Conditions” means these Terms of Sale;

“Contract” means the contract formed when Seller accepts the booking of Proton X70 placed by Buyer on the Platform;

“Flash Booking” means the three-day period of booking starting from 10.00 a.m. on 17 October 2018 and ending at 11.59 p.m. on 19 October 2018 where Buyer needs to pay RM99 as the initial Booking Fee via Platform;

“Gift X” means an exclusive ice cooler box valued at RM200 each for Flash Booking Buyers;

“Gift Y” means a branded dashboard camera valued at RM300 each for Flash Booking Buyers;

“Gift Z” means an exclusive 1:18 scale Proton X70 die-cast model valued at RM500 each for Privilege Booking Buyers;

“Next-of-kin” means father, mother, spouse, children or siblings of the Buyer. Relevant supporting document is required to prove the relationship stated;

“Official Cancellation” means cancellation request made in writing (electronic mails are accepted) to the respective PROTON Sales Advisor assigned to the Buyer;

“Platform” means the online booking platform which resides on URL www.proton.com/ProtonX70 and powered by Malayan Banking Berhad (MBB) online payment gateway.

“Privilege Booking” means the period of booking starting from 10.00 a.m. on 17 October 2018 and ending at 11.59 p.m. on a day before the official launch date of Proton X70 as will be announced by PROTON;

“Receipt” means a system-generated document to confirm that Booking Fee has been accepted by PROTON. It has all the necessary information such as full name, new NRIC number, telephone number, amount paid, preferred state, preferred city, date and time of payment made as well as gift(s) entitlement;

“Refund Period” means the number of days needed to have the Booking Fee refunded to Buyers. Under normal circumstances, Refunds can be completed within four (4) to six (6) weeks from the date of Official Cancellation is made;

“Refunds” means the amount to be refunded to Buyer in full when there is an Official Cancellation;

“Sales Outlet” means the designated outlets of PROTON which will be referred to by Sales Advisor to Buyer;

“Seller” means PROTON;

“Services” means the use of any services, information and functions made available by PROTON at the Platform.

- 3.2 The objective of the Platform is to provide convenience to Buyers who wish to place their booking for Proton X70 from the comfort of their home or any other location with internet access.
- 3.3 This Platform is not meant to replace the brick and mortar business of PROTON but rather complement the existing procedure of Proton cars acquisition by utilising technology for speedier and more convenient process.
- 3.4 As PROTON steers towards building positive brand image as society today become more connected digitally, it also appreciates customers’ effort for logging onto the X70 Online Booking website. Therefore, for the period between 17 October 2018 until a day before the official launch date of Proton X70, PROTON wishes to offer some token of appreciation to its customers which shall be duly expounded in the clauses below.

4.0 PERIODS OF BOOKING

- 4.1 From 17 October 2018 until a day before the official launch date of Proton X70, Proton will be offering its customers two (2) types of special booking periods, namely the “Flash Booking” and “Privilege Booking”.
- 4.2 Although there is no specification by us on the validity period for a Booking Fee, the sole discretion remains with us in the event that the Booking Fee is not confirmed for an unreasonable period of time. As such, customers are advised not to keep their bookings ‘hanging’ for too long.

5.0 FLASH BOOKING

- 5.1 Flash Booking period is for three (3) days only on 17 October 2018, 18 October 2018 and 19 October 2018 starting from 10.00 a.m. on 17 October 2018 and ending at 11.59 p.m. on 19 October 2018.
- 5.2 During Flash Booking period, a Buyer needs to pay RM99 as the initial Booking Fee via this Platform using the various payment methods as more particularly described in Clause 8.0. Once the initial Booking Fee is received by PROTON, a system-generated Receipt will be issued immediately by PROTON via email to Buyer. The Buyer is entitled to Gift X.
- 5.3 Buyer will be contacted by the assigned Sales Advisor within seven (7) days from the date of the system-generated Receipt issued to Buyer.
- 5.4 Buyer shall pay the remaining RM901 Booking Fee using the various payment methods as more particularly described in Clause 8.0 before the official launch date of Proton X70 at PROTON Sales Outlet. Once the remaining Booking Fee is received by PROTON, a system-generated Receipt will be issued immediately by PROTON to Buyer. The Buyer is entitled to Gift Y.
- 5.5 In the event Buyer is not contacted by any Sales Advisor within seven (7) days from the date of the system-generated Receipt, Buyer is advised to email us at booking_inq@proton.com
- 5.6 Both Gift X and Gift Y will be delivered to Buyer upon successful registration of Proton X70 booked and during delivery of Proton X70 to Buyer at PROTON Sales Outlet.
- 5.7 PROTON reserves its right on the choice of Gift X and Gift Y and to replace it with any other gifts of equal or similar value at any time without prior notice.
- 5.8 Gift X, Gift Y and Gift Z are not exchangeable for cash nor can they transform into a discount for purchase of Proton X70.

6.0 PRIVILEGE BOOKING

- 6.1 Privilege Booking period starting from 10.00 a.m. on 17 October 2018 and ending at 11.59 p.m. on a day before the official launch date of PROTON X70, which will be announced by PROTON.
- 6.2 During Privilege Booking period, a Buyer needs to pay RM1,000 as the Booking Fee via this Platform using the various payment methods as more particularly described in Clause 8.0 before the official launch date of Proton X70. Once the Booking Fee is received by PROTON, a system-generated Receipt will be issued immediately by PROTON via email to Buyer. The Buyer is entitled to Gift Z.
- 6.3 Buyer will be contacted by the assigned Sales Advisor within seven (7) days from the date of the system-generated Receipt issued to Buyer.

- 6.4 In the event Buyer is not contacted by any Sales Advisor within seven (7) days from the date of the system-generated Receipt, Buyer is advised to email us at booking_inq@proton.com
- 6.5 Gift Z will be delivered to Buyer upon successful registration of Proton X70 booked and during delivery of Proton X70 to Buyer at PROTON Sales Outlet.
- 6.6 No gifts shall be given to any cancelled bookings.
- 6.7 PROTON reserves its right on the choice of Gift Z and to replace it with any other gifts of equal or similar value at any time without prior notice.

7.0 ELIGIBILITY REQUIREMENTS

- 7.1 This Proton X70 Online Booking platform is open to all residents of Malaysia (citizen and non-citizen) possessing a valid Identity Card (I/C) (for Malaysians) or passport (for non-Malaysians) and valid Malaysian driving license (D-Class).
- 7.2 Full name and IC number of Buyers submitted for registration of Proton X70 must be the same as the full name and IC number submitted during online booking.
- 7.3 Booking is non-transferable except to next-of-kin provided supporting documents are furnished to prove relationship stated.
- 7.4 Registration is non-transferable except to next-of-kin for cash purchase of Proton X70.
- 7.5 Registration is non-transferable except to next-of-kin for hire purchase but the registered name has to be the same name as stated in hire purchase document or borrower.

8.0 TERMS OF PAYMENT

- 8.1 Buyers shall be entitled to make payment of Booking Fee using the various payment methods made available on the Platform. When a Buyer places an order on the Platform, actual payment shall only be charged upon Seller's acceptance of Buyer's order when the system-generated official Receipt is issued. Buyer acknowledges that PROTON is entitled to collect the Booking Fee from the Buyer.
- 8.2 The payment methods may also be subject to the following terms:
 - 8.2.1 Credit Card
Credit card payment option is available on the Platform for all Buyers. PROTON accepts all Visa and MasterCard credit cards and is 3D Secure enabled (verified by Visa and secured by MasterCard). All credit card information of Buyers are protected by industry leading encryption standards. Credit cards issued by foreign banks are not accepted.

8.2.2 Debit Card

PROTON accepts all Malaysian Visa and MasterCard debit cards, subject to bank availability. All debit card numbers shall be protected by industry leading encryption standards.

8.2.3 Charge Card

PROTON accepts Charge Cards such as American Express.

8.2.4 Online Transfer

This payment option is not available.

8.2.5 Instalment Payments via Credit Card

This payment method is not available on the Platform for the time being. However, Buyer may contact their respective banks for instalment payment or easy payment options using their Visa or MasterCard.

9.0 CANCELLATION AND REFUND OF BOOKING FEE

9.1 In the event Buyer wishes to cancel its Booking Fee whether it is made during Flash Booking or Privilege Booking, Buyer is advised to refer it to the Sales Advisor assigned to him/her.

9.2 In the event Buyer cancels its Booking Fee whether it is made during Flash Booking or Privilege Booking, before or after the official launch date, the Booking Fee will be refunded to Buyer in full based on the amount already paid by Buyer.

9.3 Refunds will be made to Customer within four (4) to six (6) weeks.

9.4 No gifts shall be given to any cancelled bookings.

9.5 If Buyer pays Booking Fee using Credit Card, Debit Card or Charge Card (collectively referred to as "Cards"), PROTON shall bear the impending fee chargeable by MBB to PROTON for the Cards' transaction value.

9.6 In the event the Buyer cannot contact the assigned Sales Advisor for any reason whatsoever, Buyer is advised to contact PROTON via email booking_inq@proton.com.

10.0 INQUIRIES

10.1 You can contact PROTON at booking_inq@proton.com to provide your comments or to report your concerns with regards to Proton X70 Online Booking.

10.2 You can also submit your concern anonymously or confidentially by postal mail to us at the address below:

Sales Planning Division
Level 1, PROTON Centre of Excellence
KM33.8 Westbound Shah Alam Expressway
47600 Subang Jaya
Selangor Darul Ehsan
Malaysia

You may also indicate whether you are a shareholder, customer, supplier or other interested party.

11.0 USAGE POLICY

11.1 The Courts of Malaysia shall have exclusive jurisdiction in relation to the Proton X70 Online Booking Terms and Conditions of the agreement contained herein which shall be governed by and construed in accordance with the laws of Malaysia.

11.2 PROTON, and/or its group of companies, and/or their respective employees, officers, directors involved in this Platform and/or Services shall not be liable in anyway whatsoever for : (a) any expenses incurred by Buyers; (b) any sort of technical failure; (c) intervention by unauthorised parties during the Platform; (d) electronic or human errors in the administration of the Platform and/or Services and/or processing of Booking Fee; and (e) any Booking Fee that is lost, stolen wrongly paid or not received by PROTON.

11.3 By accessing the Platform and/or using Services, Buyer undertakes that he/she will not bring any claims, action or proceedings against PROTON and/or its group of companies involved in this Platform and/or Services, including its employees, officers, directors relating to this Platform and/or Services whether in contract or otherwise and PROTON and/or its group of companies shall not be liable for any loss, expense and/or damage in connection with the Platform and/or Services.

11.4 PROTON will not be liable for any direct, indirect, punitive, incidental, consequential or any other damages resulting from the use or inability to use the Platform or unauthorized access to the same. All use of this Platform shall be at the Buyer's own risk.

11.5 PROTON shall not be in default of any of its obligation hereunder if the failure to perform the obligation is due to any event beyond PROTON's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

11.6 PROTON DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE THOUGH WE WILL ENSURE REASONABLE MEASURES TO MAINTAIN ACCURACY OF ALL DATA PRESENTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROTON DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN 'AS IS' BASIS.

11.7 UNLESS EXPRESSLY STATED TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, PROTON HEREBY EXPRESSLY EXCLUDE ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT WITHOUT LIMITATION TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, DAMAGE TO GOODWILL OR REPUTATION, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, PERFORMANCE OR FAILURES OF THIS WEBSITE AND ANY MATERIALS POSTED HEREIN, IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ARISE IN CONTRACT, TORT, EQUITY, RESTITUTION, BY STATUTE, AT COMMON LAW OR OTHERWISE.