

PROTON PERSONA MC ONLINE BOOKING - TERMS AND CONDITIONS

1.0 INTRODUCTION

- 1.1 Prior to booking 2019 Persona via this online booking platform (“Platform”), it is advisable for you to take a couple of minutes to read the following Terms of Use carefully 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 “2019 Persona 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 In consideration of your participation in the 2019 Persona Online Booking, by selecting the “I accept the terms and conditions above, I have read the PDPA before providing my personal information and I agree for PROTON to send marketing materials to me” button, you agree on behalf of yourself to be bound by these Terms and Conditions”.
- 1.4 By accessing the Platform and/or using the Services, you agree to be bound by 2019 Persona Online Booking Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to 2019 Persona Online Booking Terms and Conditions and contents of the Privacy Notice, do not access and/or use this Platform and/or the Services.
- 1.5 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”).
- 1.6 PROTON may at its absolute discretion to change, modify, add or remove portions of these Terms of Use and/or 2019 Persona 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.
- 1.7 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 2019 Persona 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 2019 Persona. The full amount of Booking Fee is either RM9.99 or RM500.00, depending on the period of online booking is made, 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 2019 Persona using the Platform;

“Conditions” means these Terms of Sale;

“Contract” means the contract formed when Seller accepts the booking of 2019 Persona placed by Buyer on the Platform;

“Early Bird Promotion” means (a) free two (2) years of road tax in the form of rebate given to private (individual) Buyer made Booking Fee through Online Flash Booking, and Offline Special Booking upon successful registration of 2019 Persona; (b) free one (1) year of road tax in the form of rebate given to company (corporate) Buyer made Booking Fee through Online Flash Booking, and Offline Special Booking upon successful registration of 2019 Persona; (c) Rebate is a value of road tax which will be deducted from the purchase price of 2019 Persona; and (d) Rebate will be reflected in the invoice issued by PROTON to Buyer;

“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 of PROTON Sales Outlets assigned to the Buyer;

“Offline Regular Booking” means bookings of 2019 Persona made on the day of Official Launch of 2019 Persona onwards and beyond at PROTON Sales Outlet where Buyer needs to pay a Booking Fee of RM500.00. Buyer will not get the Early Bird Promotion through this Offline Regular Booking;

“Offline Special Booking” means bookings of 2019 Persona made from 12 March 2019 until one day before Official Launch of 2019 Persona at PROTON Sales Outlets where Buyer needs to pay a Booking Fee of RM500.00 and Buyer will get the Early Bird Promotion upon successful registration of 2019 Persona;

“Online Flash Booking” means the period of booking starting from 10.00 a.m. on 12 March 2019 and ending at 11.59 p.m. a day before the Official Launch of 2019 Persona where Buyer needs to pay a Booking Fee of RM9.99 via Platform and Buyer will get the Early Bird Promotion upon successful registration of 2019 Persona;

“Online Regular Booking” means any bookings of 2019 Persona made at 12 a.m. on the day of the Official Launch of 2019 Persona and beyond where Buyer needs to pay a Booking Fee of RM500.00 via Platform. Buyer will not get the Early Bird Promotion through this Online Regular Booking;

“Platform” means the online booking platform which resides on URL <https://www.proton.com/en/find-a-car/Persona/online-booking> and powered by Malayan Banking Berhad (MBB) online payment gateway.

“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 the Early Bird Promotion entitlement;

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

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

“Sales Advisor” means sales advisor of PROTON Sales Outlet.

“Sales Outlet” means PROTON’s showroom at branches and dealers nationwide;

“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 2019 Persona 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 Buyers' effort for logging onto the 2019 Persona Booking website. Therefore, for the period between 12 March 2019 and the day of the Official Launch of 2019 Persona, PROTON wishes to offer some token of appreciation to its Buyers which shall be duly expounded in the clauses below.

4.0 TYPES AND PERIODS OF BOOKING

- 4.1 "Online Flash Booking" – Booking Fee is RM9.99 for bookings made via Platform starting from 10.00 a.m. on 12 March 2019 and ending at 11.59 p.m. on a day before the Official Launch of 2019 Persona. Buyer will get the Early Bird Promotion upon successful registration of 2019 Persona;
- 4.2 "Online Regular Booking" – Booking Fee is RM500.00 for bookings made via Platform at 12 a.m. on Official Launch day of 2019 Persona and beyond. Buyer will not get the Early Bird Promotion through this Online Regular Booking;
- 4.3 "Offline Special Booking" – Booking Fee is RM500.00 for bookings made on 12 March 2019 until one day before Official Launch of 2019 Persona at PROTON Sales Outlets. Buyer will get the Early Bird Promotion upon successful registration of 2019 Persona;
- 4.4 "Offline Regular Booking" – Booking Fee is RM500.00 for bookings made on Official Launch day of 2019 Persona and beyond at PROTON Sales Outlet. Buyer will not get the Early Bird Promotion through this Offline Regular Booking;

5.0 ACTIONS AFTER BOOKING IS MADE

- 5.1 Once the Booking Fee is received by PROTON, a system-generated Receipt will be issued immediately by PROTON via email to Buyer.
- 5.2 Buyer will be contacted by the assigned Sales Advisor (from PROTON Sales Outlet that Buyer has chosen in the Platform) within seven (7) days from the date of the system-generated Receipt issued to Buyer.
- 5.3 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 to PROTON immediately at booking_inq@proton.com

- 5.4 The Early Bird Promotion is not exchangeable for cash nor can it be refunded in the event Buyer refuses to accept it at the point of vehicle transformation.
- 5.5 Although there is no specification by PROTON on the validity period for a Booking Fee, the sole discretion remains with PROTON in the event that the Booking Fee is not confirmed for an unreasonable period of time. As such, Buyers are advised not to keep their bookings 'hanging' for too long.

6.0 ELIGIBILITY REQUIREMENTS

- 6.1 This 2019 Persona 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).
- 6.2 Full name and IC number of Buyers submitted for registration of 2019 Persona must be the same as the full name and IC number or passport number submitted during online booking.
- 6.3 Booking is non-transferable except to next-of-kin provided supporting documents are furnished to prove relationship stated.
- 6.4 Registration is non-transferable except to next-of-kin for cash purchase of 2019 Persona.
- 6.5 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.

7.0 TERMS OF PAYMENT

- 7.1 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.
- 7.2 The payment methods may also be subject to the following terms:
- 7.2.1 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.
- 7.2.2 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.

7.2.3 Charge Card

PROTON accepts Charge Cards such as American Express.

7.2.4 Online Transfer

This payment option is not available.

7.2.5 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.

8.0 CANCELLATION AND REFUND OF BOOKING FEE

8.1 In the event Buyer wishes to cancel its Booking Fee made during Online Flash Booking, Online Regular Booking, Offline Regular Booking and Offline Special Booking before or after the Official Launch of 2019 Persona, Buyer is advised to refer the matter to the Sales Advisor assigned to him/her. The Refund of Booking Fee will be made to the Buyer in full based on the amount already paid by Buyer subject to PROTON receives Official Cancellation from Buyer.

8.2 Refund will be made to Buyer within four (4) to six (6) weeks from the date of Official Cancellation is made.

8.3 No Early Bird Promotion shall be given to any cancelled bookings.

8.4 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.

8.5 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.

9.0 INQUIRIES

9.1 You can contact PROTON at booking_inq@proton.com to provide your comments or to report your concerns with regards to 2019 Persona Online Booking.

9.2 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.

10.0 USAGE POLICY

- 10.1 The Courts of Malaysia shall have exclusive jurisdiction in relation to the 2019 Persona Online Booking Terms and Conditions of the agreement contained herein which shall be governed by and construed in accordance with the laws of Malaysia.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.