



**PRIVACY NOTICE/
NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010**

The **Personal Data Protection Act 2010** (hereinafter referred to as the “**PDPA**”), which regulates the processing of personal data in commercial transactions, applies to Tan Chong Ekspres Auto Servis Sdn. Bhd. (hereinafter referred to as “**TCEAS**”, “**our**”, “**us**” or “**we**”). This notice is issued pursuant to the requirements of the PDPA. For the purpose of this written notice, the terms “personal data” and “processing” shall have the meaning as prescribed in the PDPA.

1. This written notice serves to inform you how your personal data will be processed and managed by TCEAS.
2. The personal data processed by us may include but not limited to your name, national registration identity card no. (NRIC no.), contact number, address, email address, bank account details and such other information as may be provided by you in the documents as prescribed in paragraph 4 of this notice.
3. We are processing your personal data, including any additional information that you may subsequently provide, for the following purposes (“**Purposes**”), which may include but not limited to:
 - (a) managing and administering our records in relation to your registration with and use of the “DriveOn” mobile app (“**App**”), which, *inter alia* allows its users to schedule vehicle aftersales services appointment with TCEAS and/or request for roadside assistance in the event of any vehicle breakdown;
 - (b) rendering our services to you, which includes but not limited to the provision of aftersales services (warranty services, regular maintenance works and/or repair services), vehicle body and paint services, renewal of vehicle insurance, filing of vehicle insurance claim;
 - (c) managing and administering our records in relation to the after sales services rendered on your vehicle;
 - (d) facilitating or enabling any checks that may be conducted on you by us or by any third party from time to time;
 - (e) assisting any government agencies or bureaus or bodies, including for the purposes of police or regulatory investigations;
 - (f) facilitating your compliance with any laws or regulations which may be applicable to you;
 - (g) communicating with you and responding to your enquiries;
 - (h) providing you information relating to our products and services and/or products and services of our related corporations, and/or members of Tan Chong Motor Holdings Berhad, Warisan TC Holdings Berhad, APM Automotive Holdings Berhad and their respective subsidiaries (collectively, the “**Group of Companies**”), including promotional and direct marketing material. If you do not wish to receive any promotional or direct marketing material please notify us via our contact details as set out in para 5 below;
 - (i) conducting our internal activities, internal market surveys and trend analysis; and/or
 - (j) such other purposes as may be related to the foregoing.

If you fail to provide us with your personal data, or do not consent to our processing of your personal data, we will not be able to process your personal data for any of the above Purposes, and we may also not be able to provide you with our products and/or render you with our services.

4. In addition from your registration with and use of the App, your personal data is and/or will also be collected by us from the following sources, including but not limited to:
 - (a) any agreements that you may execute with us;
 - (b) any application and/or registration forms as may be submitted by you to us;
 - (c) any forms submitted by you to us during any contest and/or any promotional or marketing events of our products and/or services;



TAN CHONG EKSPRES AUTO SERVIS SDN BHD

- (d) your use of and/or registration without our official website at <http://www.tceas.com/> ("Site"), in which case our cookies policy in paragraph 7 below shall apply;
- (e) any emails or correspondences sent by you to us which includes your personal data; and/or
- (f) third parties such as credit reporting agencies, law enforcement agencies, fraud prevention agencies and other government entities

for any of the aforesaid Purposes.

5. You may request for access to and/or correction of your personal data and to contact us with any enquiries or complaints in respect of our use of your personal data as follows:

Phone number:	1800-88-3838
Fax number:	+603 7955 9381
E-mail address:	custserv@tanchonggroup.com

In accordance with the PDPA:

- (a) We may charge a prescribed fee for processing your request for access to and/or correction of your personal data; and
 - (b) We may refuse to comply with your request for access to and/or correction of your personal data and if we refuse to comply with such request, we will inform you of our refusal and the reason(s) for our refusal.
6. Your personal data may be disclosed to third parties, which may include but not limited to the following:
- (a) banks, credit check companies, credit bureaus or credit reporting agencies and fraud prevention agencies;
 - (b) governmental departments and/or agencies, regulatory and/or statutory bodies;
 - (c) our Group of Companies;
 - (d) our third party service providers, including but not limited to our data processors (as defined in the PDPA), professional advisors and auditors; and/ or
 - (e) any such third party as may be requested or authorized by you

for any of the Purposes.

7. Cookies policy:-

- (a) Cookies are small text files or text identifiers that are downloaded to your computer or device when you visit our Site and/or use our Platform. Your browser sends these cookies back to the Site and/ or Platform every time you re-visit the Site and/or the Platform, so it can recognize you and can then tailor what you see on the screen. The cookies themselves cannot collect your personal data, or any information or files stored on your computer or device.
- (b) Cookies can help us in many ways, for example, by allowing us to tailor a website to better match your interests or to store your password to save you having to re-enter it each time. We use cookies to learn more about the way you interact with our Site and/or Platform and help us to improve your experience when visiting our Site and/or Platform.
- (c) As a rule, cookies are only used on this Site and/or Platform for the length of your session for the purpose of anonymous, statistical assessments and improving the user-friendliness of this Site and/or Platform. We will not use cookies to collect personally identifiable information about you.
- (d) You can disable the use of cookies at any time by changing the settings in your browser. Your browser allows you to choose whether to accept, reject or block the cookies, or to be warned before accepting any cookies. Please refer to the Help function within your browser for further



TAN CHONG EKSPRES AUTO SERVIS SDN BHD

details. If you reject the use of cookies, you will still be able to visit our Site and/or Platform, however some of the functions may not work correctly.

8. You are responsible for ensuring that the personal data you provide to us is accurate, complete and not misleading and that such personal data is kept up to date.
9. We may request your assistance to procure the consent of third parties whose personal data is provided by you to us and you hereby agree to use your best endeavours to do so.
10. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.

- THE END of PDPA notice -



TERMS OF USE OF DRIVEON

This “Terms of Use of DriveOn” (“**TOU**”) governs your use of the DriveOn mobile app (“**App**”).

Under the App, you may, amongst others:-

- (a) book and confirm service appointments for your vehicle with TCEAS (“**Vehicle Service**”);
- (b) request for roadside assistance in the event of any breakdown (“**Roadside Assistance**”);
and
- (c) receive updates on any ongoing promotions by TCEAS and/or its related Tan Chong group of companies.

You must register yourself and accept these TOU in order to use the App. By registering, accessing and/or using the App, you shall be deemed to have read, understood and agreed to be bound by these TOU (and such other terms and conditions and policies as may be referred to in these TOU). If you do not agree with any of these TOU, please immediately discontinue your access to and/or usage of the App.

A. MEMBERSHIP REGISTRATION

1. The application to be a member of the App (“**Membership Application**”) is **free of charge**.
2. For purposes of the Membership Application, you must be an individual of at least eighteen (18) years of age and is capable of entering into a legally binding agreement.
3. During the application process, you may be required to provide us with accurate and complete personal information, including but not limited to your name, national registration card number, telephone number, email address, vehicle registration number and any other information as may be deemed necessary by us (“**Registration Information**”):-
 - 3.1. You shall be responsible to provide us with complete, accurate and updated Registration Information.
 - 3.2. TCEAS will process your Registration Information in accordance with the terms of our privacy notice, which can be access at from the website: www.tceas.com (“**TCEAS’s website**”).
4. Upon your submission of all the Registration Information to TCEAS and the verification of the same by TCEAS, your registration process will be completed. A digital registration confirmation will be sent to your email address, and you will be then given an account to



access the App.

5. You shall be responsible for maintaining the confidentiality, security and use of your user ID and password for the App (collectively referred to as the “**Log-In Credentials**”):
 - 5.1. All instructions, confirmations, withdrawals, actions, acceptances or whatever representations or dealings that have been received by TCEAS via your account shall be binding on you, whether given by you or other persons purporting to be you. You shall be solely responsible to TCEAS for all activities that occur under your account.
 - 5.2. TCEAS shall not at any time be under a duty to verify the identity or authority of the person dealing with TCEAS apart from verifying the Log-In Credentials. You shall be fully responsible for any accidental or unauthorized disclosure of your Log-In Credentials to any other person and shall bear the risk of any unauthorized usage of your Log-In Credentials.
 - 5.3. If there has been any unauthorized access to your account, you shall notify TCEAS as soon as practicable. Until TCEAS actually receives such notification, you shall remain responsible for any access and all use of the App by the unauthorized person. TCEAS shall reserve the right to impose any administration fees in disabling and/or re-programming your Log-In Credentials.
6. Use of the App:-
 - 6.1. It is your responsibility to ensure that your mobile device meets the compatibility requirements and/or specification for the use of the App.
 - 6.2. TCEAS may provide updates and/ or modifications to the App, or to change, suspend or discontinue all or any part of the App from time to time at its sole discretion without notification to you.
 - 6.3. Your terms of agreement with your mobile network provider will continue to apply during your use of the App. As a result, you may be charged by the mobile network provider for access to network connection services for the duration of the connection while accessing the App. You hereby agree that you shall be responsible for any such charges that arise.
 - 6.4. TCEAS does not warrant that the use of the App will be uninterrupted, error-free, or free from viruses, worms, trojan horses, spyware, adware, malware, harmful or malicious code, or other defects. The App is provided by TCEAS on an “AS IS” basis, and the use of the App by you shall be at your sole risk.
 - 6.5. The App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. TCEAS shall not be liable or



responsible for any delays, interruptions, failures, damages or losses resulting from such problems.

- 6.6. All trademarks, copyright, database rights and other intellectual property rights of any nature in the App, together with the underlying software code, are either the property of TCEAS and/or its related companies, or have been duly licensed to be used by TCEAS. You shall not, nor allow any third party to: (i) make and distribute copies of the App (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the App; or (iii) create derivative works of the App of any kind whatsoever.
7. TCEAS reserves the absolute rights and discretion to suspend and/or terminate your account in the App, if TCEAS determines or reasonably suspects that:
 - 7.1. you have violated any of these TOU;
 - 7.2. you have provided false information and/or documentation to TCEAS;
 - 7.3. you are engaged in any unauthorized and/or dishonest and/or fraudulent account activity or behavior.
8. TCEAS shall not be liable for any damages of any type which may arise from your use of the App. You hereby agree to release, indemnify and keep indemnified TCEAS from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by TCEAS to any person arising out of or in connection with:-
 - 8.1. your failure to comply with these TOU;
 - 8.2. your use of the App.
9. Amendment etc. to the TOU:-
 - 9.1. TCEAS reserves the right to amend, revise or modify any of these TOU at any time at its absolute discretion without prior notice to you, and such amended, revised or modified terms ("**Amended Terms**") shall be effective upon their publication on the App.
 - 9.2. You shall be responsible to check these TOU regularly to ensure that you are aware of all the terms governing your use of the App.
 - 9.3. If you do not agree to the Amended Terms, your sole remedy is to discontinue the use of the App. Your continued use of the App shall constitute your acceptance of such Amended Terms.



10. If any one or more of the provisions contained in these TOU is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in any way or impaired thereby.
11. All notices, demands or other communications required to be given or made to TCEAS shall be made in writing and delivered by personal service, prepaid registered post or email at the address, facsimile and/or email address as set out hereunder (or to such other address and/or email address as may be notified by TCEAS to you from time to time):-

Address : Lot 9, Jalan Kemajuan 12/18, 46200 Petaling Jaya, Selangor, Malaysia.

Facsimile No. : 03-7955 9381

Email address : app.support@tanchonggroup.com

12. These TOU shall be governed by and interpreted in accordance with the laws of Malaysia. Any and all actions, disputes or controversies arising out of or in relation to these TOU and/or the use of the App shall be submitted to the exclusive jurisdiction of the court of Malaysia.

B. USE OF THE APP

1. Vehicle registration

- 1.1. The Vehicle Service and Roadside Assistance functions under the App are only available to vehicles that have been registered by you in the App (“**Registered Vehicle**”).
- 1.2. Currently, you may only register **Nissan brand vehicles** that have been purchased from the following entities:-
 - (a) Edaran Tan Chong Motor Sdn. Bhd.;
 - (b) Edaran Tan Chong Motor (Tengah) Sdn. Bhd.;
 - (c) Edaran Tan Chong Motor (Utara) Sdn. Bhd.;
 - (d) Edaran Tan Chong Motor (Selatan) Sdn. Bhd.;
 - (e) Edaran Tan Chong Motor (Sabah) Sdn. Bhd.;
 - (f) Edaran Tan Chong Motor (Sarawak) Sdn. Bhd.; and
 - (g) Any other authorized Nissan dealers in Malaysia.



1.3. You may register multiple vehicles via the “My Vehicles” panel in the App. In order to register a vehicle, you will be required to insert the following information:-

- (a) Vehicle car plate number; and
- (b) National registration identity card number of the owner of the aforesaid vehicle.

2. Vehicle Service

2.1. Under the “Book a Service” panel of the App, you may book an appointment with TCEAS to carry out preventive maintenance services on any one or more of your Registered Vehicle(s).

2.2. The applicable process to book an appointment with TCEAS for Vehicle Service is as follows:-

- (a) Click on the “Book a Service” panel;
- (b) Select the Registered Vehicle which you would like to be serviced;
- (c) Select the TCEAS workshop at which you would like the Registered Vehicle to be serviced;
- (d) Select your preferred date and time slot for the service;
- (e) Select the applicable service package for the Registered Vehicle. The price estimation for the service packages will be displayed, and the price displayed is the **net** price, **excluding** the applicable taxes (including but not limited to the sales and service tax or other similar governmental imposition) and surcharges. The price estimation of the service packages may be subject to change by TCEAS from time to time without any advance notice;
- (f) You may insert any additional remarks regarding the Registered Vehicle which you would like to bring to TCEAS’s notice; and
- (g) Confirm your booking by clicking on the “Confirm” button.

You may cancel a confirmed booking at any time before the date of appointment.

2.3. You will receive:-



- (a) an in-app reminder for all confirmed bookings one (1) day prior to the scheduled date of Vehicle Service; and
- (b) an in-app notification when the Vehicle Service on your Registered Vehicle has been completed.

3. Roadside Assistance

3.1. The Roadside Assistance will be available on 24/7 basis (24 hours a day, 7 days a week), and may be activated via the following simple process:-

- (a) Click on the “Roadside Assistance” panel;
- (b) Choose the brand of the vehicle in concerned;
- (c) Click on the “Call” button to be instantly connected to our call center to arrange for the provision of the Roadside Assistance.

3.2. While waiting for the arrival of the assistance, you may also peruse the “Do’s and Don’ts” contents under the “Roadside Assistance” in order to familiarize yourself with the do’s and don’ts in the event of an accident and/or breakdown.

4. Other available functions in the App

4.1. You may view a list of the ongoing promotion(s) by TCEAS and/ or its related Tan Chong group of companies by clicking on the “What’s New?” panel.

4.2. Service history of the Registered Vehicle(s):-

- (a) At the side menu of the App, there is a “Service History” panel, whereby you may:-
 - (i) share the previous service history (i.e. prior to the installation of the App) of a Registered Vehicle with TCEAS; and/or
 - (ii) View the service history of any Registered Vehicle since its registration under the App.
- (b) By sharing the service history of the Registered Vehicle(s), it will assist the App to identify the applicable service package for the Registered Vehicle(s), and TCEAS will be in a better position to advise you on the required maintenance and/or repair services for the Registered Vehicle(s).



TAN CHONG EKSPRES AUTO SERVIS SDN BHD

- 4.3. Automatic in-app notification of the next scheduled service for your Registered Vehicle(s).
- 4.4. In the event there is any ongoing recall campaign related to your Registered Vehicle, you will receive an in-app notification of the same.

- THE END of Terms of Use of DriveOn -