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Terms of Short Messaging System (SMS) usage

Use of SMS

UMW Toyota may at any time subscribe to the use of SMS to communicate with our customers on updates and other information.

UMW Toyota may modify these Terms and Conditions at any time at our sole and absolute discretion, and such modifications shall be effective immediately.

You acknowledge and irrevocably agree to be bound by the Terms and Conditions of use in accordance with the use of SMS, and your continued access to and/or use of the SMS shall be deemed your conclusive acceptance of the current Terms and Conditions.

Disclaimer

UMW Toyota does not make any express or implied warranties, representations or endorsements whatsoever and shall not be liable for any cost or damage arising either directly or indirectly from your use of the SMS.

The SMS is made available to you at all times on an "as is, as available" basis.

UMW Toyota makes no representations or warranties that:

1. the SMS will meet your requirements or will always be accessible;
2. the SMS will be uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code;
3. the information, data and materials that may be obtained from the SMS will be accurate or reliable;
4. the quality of any information, data and materials obtained by you through the SMS will meet your expectations; and
5. any errors in the information and data provided by the SMS will be corrected.

Exclusion of Liability

UMW Toyota shall not be liable for any loss suffered by you and/or any third party arising from and in connection with the use of the SMS.

We shall not at anytime be liable for any inconvenience, loss, damage (special or consequential) or injury suffered by you or any third party arising from or caused by:

1. your being deprived or the inability to access the use of the SMS as a consequence of any action by us and/or our supporting service vendors; or
2. the SMS not being available due to system maintenance or breakdown/non-availability of any network; or
3. any failure by us and/or our supporting service vendors to perform any obligation, if such failure arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure or any event outside our control; or
4. any equipment, software, service, or network providers (including but not limited to telecommunications, Internet browser and Internet access providers), or any agent or subcontractor of any of the foregoing.

Neither we nor any of our supporting service vendors nor our officers shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of the SMS.

Indemnity

You shall at all times indemnify UMW Toyota against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our communication through SMS with you and/or enforcement of our rights under this Terms and Conditions or in acting upon any instructions which you may give in relation to the SMS or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours.

You shall at all times be wholly responsible for all acts/defaults made resulting and/or in connection with the use or purported use of the SMS by any person, with or without your authority, knowledge or consent.

Consent to Disclosure/Provision of Information

You consent to us disclosing any information, data and/or materials to any third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of the SMS and where such disclosure is necessary for the provision of the SMS to you.

You also acknowledge and agree at all times that:

1. there may be inadvertent disclosure of Information by us and/or any of our officers in the course of providing information, whether to our supporting service vendors and/or third parties, relevant to the provision of the SMS you and you consent to such inadvertent disclosure; and
2. equipment, software, service and network providers (including but not limited to telecommunications, Internet browser or Internet access providers) and other third parties may have or are able to gain access to any information, data and/or materials transmitted over the relevant system, and you agree not hold us liable in any way in this respect.

At all times, neither we nor our supporting service vendors nor any of our officers shall be liable for any loss or damage suffered by you or any other third party as a result of any disclosure of any information, data and/or materials which you have consented to us and/or any of our officers.

You shall provide us with any information or documentation that we may reasonably request relating to your use of the SMS and you shall cooperate with us in any related investigation or litigation.

Copyright and Intellectual Property

All information/data and materials available on the SMS are under copyright to us. The copyrights of third parties, including but not limited to our supporting service vendors are also hereby reserved. The information/data and materials are accessible for browsing purposes only.

You confirm that UMW Toyota has been provided with the accurate information and that you are the legitimate receiver of the SMS. You acknowledge that providing inaccurate information constitutes unauthorised use for receiving the SMS and may entail disclosure of confidential information that shall be at your own risk.

You must not use (or permit any third party to use) the SMS to send any message or communication which is spam, illegal, offensive, abusive, indecent, or causes annoyance, inconvenience or infringes the rights of third parties.

No Offer

No information/data and materials available on the SMS constitute an offer by UMW Toyota to necessarily provide you with such services, further information, data or materials. The services may not be available or suitable for you.

No Reliance

Although UMW Toyota has taken all reasonable care that the information/data and materials available on the SMS is accurate at the time of transmission, no representation or warranty (including liability towards third parties), expressed or implied, is made as to its accuracy, reliability or completeness by us and/or our supporting service vendors.

The information/data and materials available on the SMS are always subject to change without notice.

Records maintained by us and/or our supporting service vendors shall be conclusive against and binding on you except in the case of computation and/or manifest error.

Charges (Subject to our provisions)

You are responsible for paying charges for the SMS service where applicable. Charges once paid will not be refunded under any circumstances. Normal Telco operator SMS charges will apply. The cost of any and all of such charges shall be fully borne by you.

Personal Data Protection Notice

Notis Perlindungan Data Peribadi

Personal Data Protection

Notice for UMW Toyota Motor Sdn. Bhd.

UMW Toyota Motor Sdn. Bhd. and its subsidiaries, affiliates, related and associated companies (collectively referred to as "UMWT") respect and are committed to the protection of your personal data and your privacy. This Personal Data Protection Notice ("Notice") explains how we collect and handle your personal data in accordance with the Malaysian Personal Data Protection Act 2010 ("Act"). Please note that UMWT may amend this Notice at any time without prior notice and any such amendment will be notified via our website or by email.

1. Personal Data

1. Type of personal data

Personal data means any information which relates to you and which was collected or provided to UMWT for the purposes stated in Section (2) below.

Personal data may include your name, contact details, address, identification card number, financial and banking account details, closed circuit television ("CCTV") or security recordings, images (photographs and video recordings), location tracking or global positioning system ("GPS") information.

2. Source of personal data

1. Customer or potential customer: UMWT collects your personal data directly from you or indirectly from third parties, your employer or searches carried out or information obtained from any regulatory or credit reporting agency. For example:
 - when you contact us directly through UMWT's authorised dealers, distributors and / or branches;
 - when you contact us directly through UMWT's website and / or customer service team, for example, upon enquiry of our products and / or services;
 - through marketing activities or events, for example surveys conducted at road shows, exhibitions and / or business card collections via fish bowl method;
 - through third parties such as our business partners and / or your agents;
 - through regulatory authorities; and
 - through cookies from the use of UMWT's website.
2. Dealer, vendor, supplier or service provider: UMWT collects your personal data directly from you or indirectly from your third parties, your employer or searches carried out or information obtained from any regulatory or credit reporting agency. For example:

when you contact us directly in relation to any commercial transactions;
 when tendering for projects;
 when you send us completed enquiry and / or credit application forms;
 when we are assessing your creditability;
 through third parties such as our business partners; and
 through cookies from the use of UMWT's website.

3. Obligatory personal data

All information requested from you is obligatory to be provided by you unless stated otherwise.

Should you fail to provide the obligatory information, we may be unable to:

1. provide you with the relevant product or services requested for; or
2. process the relevant commercial transactions.

2. Purposes for collecting and further processing (including disclosing) your personal data

1. Customer or potential customer: Your personal data is collected and further processed as required or permitted by law and to give effect to your requested commercial transaction, including the following:

- to process your order to purchase our products and / or services;
- to provide you with the services or information requested;
- to contact you regarding product information, services, upcoming events, promotions, advertising, marketing and commercial materials which we feel may interest you upon your request*;
- to provide you with after-sales services;
- for UMWT's internal records management;
- to carry out market analysis and research and customer profiling to gauge the market trends;
- to provide you with customer support;
- to facilitate your participation in any contest, event and / or membership programme;
- to ensure that the content of UMWT's website is presented in the most effective manner for you and for your computer and / or device;
- to improve the quality of UMWT's products and /or services;
- to provide assistance on your loan application and / or insurance related matters in relation to the purchase of our products;
- to operate our premises in a manner which is physically safe, secure and befitting of health and safety requirements;
- to support the business, financial and risk monitoring, planning and decision making of UMWT;
- for internal investigations, audit or security purposes; and
- to comply with UMWT's legal and regulatory obligations in the conduct of its business.

*You may opt-out from receiving such marketing or promotional material at any time. You may select the "unsubscribe" option provided in UMWT's email blasts / short message services ("SMS") blasts or you may contact UMWT at the details provided in Section (6) below.

2. Dealer, vendor, supplier or service provider: Your personal data is collected and further processed as required or permitted by law and to give effect to the requested commercial transaction, including the following:

- to administer and give effect to the commercial transaction (such as dealership agreement, tender award, contract for service and / or consignment agreement);
- to provide you with dealer support (for dealers);
- to process your credit account application;
- to assess your credit worthiness;
- to process any payment related to the commercial transaction;
- for internal investigations, audit or security purposes;
- to comply with UMWT's legal and regulatory obligations in the conduct of its business;
- to support the business, financial and risk monitoring, planning and decision making of UMWT and the UMW Group of Companies;
- to ensure that the content from our website is presented in the most effective manner for you and for your computer and / or device; and
- for UMWT's internal records management.

3. Disclosure or transfer of personal data (within or outside of Malaysia)

Your personal data provided to us may be disclosed to the following classes of third parties (within or outside of Malaysia) as required under the law or pursuant to relevant contractual relationship (for example, where we appoint third party service providers) or for the purposes or directly related to the purposes stated in Section (2) above:

entities within UMW Holding Berhad group of companies (including related companies, subsidiaries, holding companies, associated companies and outsourcing partners);

potential or actual purchasers, successors-in-title of the business or share (wholly or in part) of UMWT (including their advisers and representatives) as a result of a potential, proposed or actual sale of business, disposal, acquisition, merger or re-organisation;

UMWT authorised dealers, UMWT distributors and UMWT parts suppliers;

our business partners such as insurance companies, banks and financial institutions;

government departments or agencies, statutory authorities and industry regulators;

any person to whom we are compelled or required to do so under law or in response to a competent or government agency;

law enforcement agencies; and

third parties appointed by us to provide services to us or on our behalf (such as auditor, lawyer, company secretary, service providers, printing company, telecommunications company, contractor, events and training organisers and other advisers).

4. Websites

1. Links to other sites

Links to other sites may be provided on UMWT's website for your convenience and information. These sites may have their own privacy statement and UMWT do not control, recommend or endorse these sites and UMWT will not be held responsible for these sites or their contents. As such, UMWT encourages you to read the privacy policies of these sites.

2. Location enabled products or applications

Location enabled products or applications transmit your location information to us. UMWT will not use the information sent or provided by you for any other purposes other than to provide the services you requested. Location enabled features are opt-in and you have control over your participation and can turn these services off at any time or uninstall them.

Some mobile applications will utilise Google Analytics (or a similar tool) to help UMWT better serve you through improved products, services and revisions to the mobile applications. The information collected will not allow UMWT to identify you. It may, however, let us know anonymously, the services and products most searched by you within the application as well as device type used and your country of origin.

3. Cookies

In processing your information, cookies, which is a text file placed into the memory of your computer, may be used. UMWT is able to use these cookies to identify you. UMWT may be able to collect the following information during your visit to our website and / or the fully qualified domain name from which you accessed our site, or alternatively, through your internet protocol ("IP") address:

1. the date and time in which you accessed our website;
2. the URL of any webpage from which you accessed our website; and
3. the web browser which you are using and the pages which you have accessed.

Some websites may require you to provide a limited amount of information in order to obtain the services you requested (i.e. name, email address, contact number). This personal data will only be used for its intended purpose only, i.e. to respond to your message or deliver the requested service.

5. Right to access and correct personal data

You have the right to access and correct your personal data held by us. We will make every endeavour to ensure your personal data is accurate and up-to-date therefore we ask that if there are any changes to your information you should notify us directly via the contact details provided in Section (6) below.

If you would like to access your personal data, please refer to our standard data access form and send us the completed form or query to the contact details in Section (6) below. If you would like to correct your personal data, please contact us at the details provided in Section (6) below.

6. Limiting the processing of personal data, further enquiries and complaints

If:

- i. you would like to obtain further information on how to limit the processing of your personal data; or
- ii. you would like to make an enquiry or have any requests in respect of your personal data;

you may write to us at customersupport@toyota.com.my or call our Customer Relations Executive at 1800-8-TOYOTA(869682).

7. Conflict

In the event of any conflict between this English language Personal Data Protection Notice and its corresponding Bahasa Malaysia Personal Data Protection Notice, the terms in this English language Notice shall prevail.

