

TERMS OF USE AND PRIVACY POLICY

I. GENERAL

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy that govern Sime Darby Motors' ("Sime Darby Motors") relationship with you in relation to this website.

The term "Sime Darby Motors" or "us" or "we" refers to:-

- (a) the owner of the website whose registered address is 1st Floor, Lot 33, Jalan Pelukis U1/46, Temasya Industrial Park, Seksyen U1, 40150 Shah Alam, Selangor, Malaysia; and/or
- (b) any one (1) of our motor units located and carrying out the business of distribution, retail and/or after-sales service of motor vehicles in Malaysia as follows:-
 - (b.i) Auto Bavaria, a division of Sime Darby Auto Bavaria Sdn Bhd (formerly known as Sime Darby Motor Division Sdn Bhd)
 - (b.ii) Hyundai-Sime Darby Motors Sdn Bhd
 - (b.iii) Land Rover (Malaysia) Sdn Bhd
 - (b.iv) Sime Darby Auto Connexion Sdn Bhd
 - (b.v) Sime Darby Auto Hyundai Sdn Bhd
 - (b.vi) Sime Darby Auto Italia Sdn Bhd
 - (b.vii) Sime Darby Auto Performance Sdn Bhd
 - (b.viii) Sime Darby Rent A Car Sdn Bhd
 - (b.ix) Sime Darby Auto Britannia Sdn Bhd (formerly known as Timeless Diamond Sdn Bhd).

The term "you" refers to the user or viewer of our website.

Sime Darby Motors reserves the right to amend the terms and conditions of use and the content of the website without any prior notification.

II. PRIVACY POLICY

This privacy policy; in accordance with the Malaysian Personal Data Protection Act 2010; sets out how Sime Darby Motors uses and protects any information that you give Sime Darby Motors when you use this website.

Sime Darby Motors is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Sime Darby Motors may change this policy from time to time by updating this page. You should periodically visit this page from time to time to ensure that you are happy with any changes. This policy is effective from 15 November 2013.

This privacy policy applies to all information collected or submitted on this Sime Darby Motors website.

II.1 What we collect

We may collect the following information:

- Name, company name and job title
- Contact information including address, phone number and email address
- Demographic information such as postcode, preferences and interests
- Personal/financial information such as EA forms, religion, date of birth, age*

- Other information relevant to motor vehicle purchase, customer surveys and/or others

*The personal information is required if you require us to assist you to apply for a hire-purchase loan to finance the purchase of any motor vehicle from us.

II.2 What we do with the information we gather

We require this information to understand your needs and provide you with better service, and in particular for the following reasons:

- inspection and/or registration of motor vehicle ownership at the relevant governmental and/or regulatory authorities including Puspakom and/or Jabatan Pengangkutan Jalanraya
- internal record keeping includes the updating of our after-sales service records of the motor vehicle. This relevant information will be used by us, our appointed after-sales service dealers, agents and/or sub-contractors to provide the relevant after-sales service and/or repair as well as to communicate with you on any matter relating to the provision of the service in general
- improvement of our products and services
- customization of our website
- activation of motor vehicle warranty with the relevant motor importers/distributors and/or relevant motor/manufacture overseas and the activation of motor vehicle extended warranty with the relevant insurance company(ies)
- disclosure of your information to service providers, agents and/or contractors from time to time to help us to provide and market our products and services to you and you have the option to elect not to receive any direct marketing promotional information from us in the manner as referred to in Item No. II.3 below.
- for statistical analysis and includes our disclosure of your information to our customer service agencies for research and analysis purposes so that we can monitor and improve the services we provide; for administrative purposes and statistical analysis.

II.3 Protection of Personal Information

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information that we collect online.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law.

We may use your personal information to send you direct marketing information about us and/or third parties which we think you may find interesting if you tell us that you wish this to happen.

You may choose to limit the collection and/or use of your information by the following manner:-

- when you are asked to fill in the form contained in this website, you may indicate your choice/preference by ticking against the box(es) stated in the said form on whether you would like (or not) for your information to be used by us for direct marketing information to you.

- if you have earlier agreed for us to use your information to send direct marketing information to you and you do not wish to receive any more direct marketing information about us and/or third parties, you may:-
 - (a) put your request in writing by way of an e-mail sent to us with a header that says “Unsubscribe” to **porsche.unsubscribe@simedarby.com**.
 - (b) provide us with enough information to identify you (eg. your account number, username, registration details).
 - (c) if your objection is not to direct marketing in general, but to direct marketing by a particular channel (eg .sms, email or telephone), please specify the channel you are objecting to.

II.4 Retention of information

In view that the ownership of a motor vehicle may remain with its owner and/or the use of a motor vehicle can be for any particular length of time, we will retain your information as well as the information of the motor vehicle registered to you for the following time duration:-

- five (5) years from the date:-
 - of the motor vehicle is registered into your ownership; or
 - when any other party inform us that he/she/they is/are the new owner of the motor vehicle
- five (5) years (or such other longer time) from the :-
 - date the motor vehicle warranty is activated with the motor manufacturer overseas and/or the date the motor vehicle extended warranty is activated with the insurance company(ies); or
 - last date the motor vehicle was sent to our after-sales service centre/workshop for service and/or repair works.
- one (1) year from the date you submit your information and/or details to us through submission via our website and/or our consent form(s) when you visit us and/or our appointed sales and/or after-sales dealer(s).

II.5 How we use cookies

A cookie is a small file which asks permission to be placed on your computer’s hard disk. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preference.

We use traffic log cookies to identify which pages are being used. This helps us to analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

II.6 Links to other websites

Our website may contain links to enable you to visit our group of companies' websites and other third parties' websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over the nature, content and/or availability of those other websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

II.7 Access and Accuracy of your information

You have a right to:-

- request a copy of your personal information we hold about you (for which we may charge a small fee) for granting you access in your information. If you wish to exercise this right, you may:-
 - (a) put your request in writing;
 - (b) include proof of your identity and address (eg a copy of your driving licence and a recent credit card bill); and
 - (c) specify the personal information you want access to, including any account or reference numbers where applicable.
- correct any inaccuracies in your data free of charge. If you wish to exercise this right, you should:-
 - (a) put your request in writing;
 - (b) provide us with enough information to identify you (eg. your account number, username, registration details); and
 - (c) specify the information that is incorrect and what it should be replaced with.

II.8 To Reach Out to us

We welcome your views and feedback about our data protection policy and your personal information furnished to us. If you would like to contact us with any queries or comments, you may reach out to our CRM & Training Assistant Manager by:-

- (a) calling telephone number: +6-03-5032-9911; OR
- (b) sending an email to crm@porsche.com.my; OR
- (c) sending a letter to us at Sime Darby Auto Performance Sdn Bhd – Customer Relations Department at no.28&29, Jalan Juruhebah U1/50, Temasya Industrial Park, Glenmarie 40150, Shah Alam, Selangor Darul Ehsan, Malaysia.

III. TERMS OF USE

The use of this website is subject to the following terms of use:

- the content of the pages of this website is for your general information and use only. It is subject to change without notice. You are advised to visit our website from time to time to ensure that you are happy with any changes.
- neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may

contain inaccuracies or errors and we expressly exclude any liability for any such inaccuracies or errors to the fullest extent permitted by law.

- your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
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- all tradenames and trademarks reproduced in this website, which are not the property of, or licensed to us, are acknowledged on the website.
- unauthorized use of this website may give to a claim for damages and/or a criminal offence.
- from time to time, this website may also include links to other websites including the Sime Darby group of companies. These links are provided for your convenience to provide further information. Other than the Sime Darby group of companies' websites, we do not endorse other third parties' websites. We have no responsibility for the content and/or security of the linked third parties' website(s).
- you may not create a link to this website from another website or document without Sime Darby Motors' prior written consent.
- your use of this website and any dispute arising out of such use of the website is subject to the laws of Malaysia.

IV. WEBSITE DISCLAIMER

The information contained in this website is for general information purposes only. The information provided by Sime Darby Motors and whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services or related graphics contained in the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of or in connection with the use of this website.

Whilst every effort is made to keep the website up and running smoothly, Sime Darby Motors takes no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond our control and/or the unauthorized access and improper use of your information beyond our reasonable control.

V. COPYRIGHT AND TRADEMARK NOTICE

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[Back to top](#)