

TERMS AND CONDITIONS eZ2Bid

The Terms and Conditions specified to all user of **www.eszamauctioneer.com**
(**ESZAM AUCTIONEER SDN BHD** website)

1.0 RECITALS

- 1.1 The online Term and Conditions shall apply to every electronic public auction sales made via **ESZAM AUCTIONEER SDN BHD** website.
- 1.2 The online Term and Conditions specified herein shall be read together with the Conditions of Sale as attached to the Proclamation of Sale.

2.0 ELIGIBILITY TO BID

- 2.1 The bidder must be 18 years old and above, sound mind and not declared as bankrupt.
- 2.2 **For Company bidder(s):** The bidder must be incorporated under the laws of Malaysia and must not be in liquidation.
- 2.3 Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-bidder to participate in the public auction and complete the purchase in the event of successful bid.
- 2.4 E-Bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-Bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.
- 2.5 **Any person who has not reached the age of 18 (minor) or a bankrupt shall not be permitted to participate in the auction proceedings either On-site bidder or E-bidding.**

3.0 REGISTRATION OF EZ2BID

- 3.1 E-bidders will log in into **ESZAM AUCTIONEER SDN BHD** secured website. E-bidders shall provide true, current and accurate information to register as a user.
- 3.2 **For individual bidder(s):** The E-bidder's need to key in their personal information (correspondence address & telephone contact number) accurately for online registration and upload the bidder's NRIC (both sides) to **ESZAM AUCTIONEER SDN BHD** website.
- 3.3 **For Company bidder(s):** The E-bidder's need to key in their company details for online registration and upload a certified true copy of The Company's Memorandum And Articles Of Association (M&A), Forms 44, 24 and 49, Board Of Director Resolution (or its equivalent forms under the Companies Act 2016) and authorize bidding letter than upload to **ESZAM AUCTIONEER SDN BHD** website.
- 3.4 **For agent acting for individual bidders :** The documents shall be uploaded into the **ESZAM AUCTIONEER SDN BHD** website are a copy of the E-bidder Identity Card, copy of the Agent's Identity Card, a copy of Letter of Authorization and evidence of Deposit payment.
- 3.5 E-bidders must make deposit payment as required under the **Conditions of Sale (COS)** attached to **Proclamation of Sale (POS)**, i.e. **10%** of the reserve price or depend on Bank requirement. Payment of deposit must be made via local bank transfer to **ESZAM AUCTIONEER SDN BHD (BIDDER DEPOSIT) Account No.: (Please Contact Us)**. Evidence of the transfer must be upload and submitted.
- 3.6 The auctioneer will be holding any deposit received in the auctioneers' bank account as "stakeholder" and the deposit will be paid out depending on the events as stipulated.
- 3.7 E-bidder are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit onto the **ESZAM AUCTIONEER SDN BHD** website latest by 5.00 p.m. at least one (1) working day before the auction date.
- 3.8 After registration is successful, the E-bidder will receive the **Verification Code** via email and SMS to verify the phone number and email address.
- 3.9 E-bidders should keep the E-bidders' account details strictly confidential and must not permit any third party to use or access the E-bidders' account on behalf or otherwise. The E-bidders shall be liable for any bids made via the E-bidders' account.
- 3.10 E-bidders are responsible to identify the property properly and to ensure that the details and description of the Property are correct and accurate before bidding.
- 3.11 It is the sole and absolute responsibility of all intending E-bidders and at the E-bidders' own costs and expense, to seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra or Malay Reserved only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-bidders' eligibility and qualification to purchase the Property). E-bidders shall be deemed to have full knowledge of all of the matters aforesaid.

- 3.12 The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and **ESZAM AUCTIONEER SDN BHD** website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-bidders in respect of any of the aforesaid.
- 3.13 Registration shall be subject to verification and approval of **ESZAM AUCTIONEER SDN BHD** website and subject further to deposit payment being cleared by the bank. Please take note that approval from **ESZAM AUCTIONEER SDN BHD** administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **ESZAM AUCTIONEER SDN BHD** website. Neither **ESZAM AUCTIONEER SDN BHD** website nor its agents and/or representatives bears any responsibility or assumes any liability in the event that the registration of a prospective E-bidder is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within 3 working days.

4.0 BEFORE AUCTION

- 4.1 All intended bidder can access to the **ESZAM AUCTIONEER SDN BHD** website to download the **Proclamation of Sale (POS) & Conditions of Sale (COS)**. By proceeding with E-bidding with **ESZAM AUCTIONEER SDN BHD**, the E-bidders' have agreed and accepted the **ESZAM AUCTIONEER SDN BHD** terms and conditions. Any bid by registered E-bidder shall not be withdrawn once entered.
- 4.2 All intended bidders can choose either to attend the auction physically (On-site bidder) or by E-bidding. For E-bidding, they can bid online from any places as long as the E-bidder has the device and good internet connection to log in to our **ESZAM AUCTIONEER SDN BHD** website and click on **e2Bid** button.
- 4.3 The E-bidder will receive the **Bidding Code one (1) day before auction date** and link to bid online via email and SMS once **ESZAM AUCTIONEER SDN BHD** receiving of the deposit.

5.0 ON THE AUCTION DAY

- 5.1 **E-bidders MUST use browser either Google Chrome, Mozilla Fire Fox, Safari, Internet Explore or Microsoft Edge. E-bidders are responsible for ensuring that internet access and connectivity is running smoothly throughout the whole bidding process. The Bank and Auctioneer will not be held responsible or liable for any interruptions, delays, failures, errors, omissions or loss of information etc.**
- 5.2 During the auction day, the E-bidder need to click on link given and enter the Bidding Code before the auction start.
- 5.3 The amount of incremental bid will appear on the website prior to the commencement of the auction. The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder.
- 5.4 "Standby" is displayed, followed by a message stating "Bidding started". Enter your "Start bid".
- 5.5 Registered E-bidders may submit their bid at any of these stages of biddings by entering the bid amount. On-site bidders can bid by rise up the bidding card and E-bidder can start bidding by click on "Place Bid".
- 5.6 Auctioneer will declare the successful bidder (highest bidder) after counting down 3 calls, eg: First Calling, Second Calling and Final Calling.
- 5.7 When system mentions "No more bid" and display "sold" appear, no further bids will be accepted by the Auctioneer, whether on-site or through the **ESZAM AUCTIONEER SDN BHD** website.
- 5.8 In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction. The E-bidders will be notified of this on the webpage.
- 5.9 Please refer to terms and conditions Proclamation of Sales and Contract of Sale for more information.
- 5.10 The screen will show the successful bidder and the E-bidders will receive an email either they success or not from **ESZAM AUCTIONEER SDN BHD**
- 5.11 Any bid once entered by the registered online E-bidders shall be binding and the bid shall not be withdrawn or retracted in any manner whatsoever after the fall of the hammer.
- 5.12 The information shown and/or prompted on the screen handled by the **ESZAM AUCTIONEER SDN BHD** Website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.
- 5.13 **Unsuccessful E-bidders** deposit will be refunded to the same account from which the deposit transfers within 3 working days from the auction date.

6.0 AFTER AUCTION

- 6.1 Any successful E-bidders shall and undertake to sign the contract of sale and pay the additional 10% for the difference of the purchase price within two (2) working days to **ESZAM AUCTIONEER SDN BHD** bank account or prepare a bank draft. In the event that the successful E-bidder fail to pay additional deposit, the Bank will forfeit the deposit and the sale will be deemed cancelled/terminated and the property may be put up for subsequent auction without further notice to the said E-bidders.

- 6.2 The Auctioneer shall send the Memorandum of Sale for stamping and thereafter forward the same together with the deposit paid and the differential sum paid to the Assignee/Bank.
- 6.3 For stamping of 5 contracts, the successful E-bidders shall transfer RM100.00 to the **ESZAM AUCTIONEER SDN BHD** bank account or pay by cash when signing the Contract of Sale within two (2) working days from the Auction day.
- 6.4 **For E-bidding:** The auctioneer and the Bank's solicitor shall sign all 5 copies of contract first, right after the auction. The successful E-bidder must to come to the **ESZAM AUCTIONEER SDN BHD** main office in Seremban to sign the Contract of Sale within two (2) working days after the auction date.
- 6.5 Any successful E-bidder who is unable to attend the signing of the Contract of Sale within the stipulated time, may authorize any person or an agent to sign the Contract of Sale on his behalf by inserting the particulars of the authorized person at **ESZAM AUCTIONEER SDN BHD** website. The authorized person shall provide the Letter of Authorization signed by the successful E-bidder together with a copy of his/her Identity Card to the Auctioneer.
- 6.6 If the successful bidder fail to sign the Contract Of Sale within three (3) working days, the Bank has the right to forfeit the deposit and the sale will be deemed terminated and the property may be put up for the next auction. The balance of selling price must be settled within 90 days from the auction date.

7.0 PERSONAL DATA PROTECTION

- 7.1 By accessing **ESZAM AUCTIONEER SDN BHD** website, the E-Bidders acknowledge and agree that **ESZAM AUCTIONEER SDN BHD** website may collect, retain, or disclose the E-Bidder's information or any information by the e-bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
- 7.2 **ESZAM AUCTIONEER SDN BHD** will process E-bidder personal data such as name, address, NRIC and contact number for registration and E-bidding purposes. E-bidders shall be responsible for the username and password of **eZ2Bid** and not to reveal the password to anyone.
- 7.3 E-bidders agree to accept all associated risks when using the service in the **ESZAM AUCTIONEER SDN BHD** website and shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
- 7.4 E-bidders shall be responsible for the confidentiality and the use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.
- 7.5 E-bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service.
- 7.6 E-bidders accept the responsibility that in any event that the password is in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the Bidders shall immediately notify **ESZAM AUCTIONEER SDN BHD**

8.0 APPLICABLE LAWS AND JURISDICTION

- 8.1. The usage of **ESZAM AUCTIONEER SDN BHD** website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
- 8.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

9.0 INTELLECTUAL PROPERTY

- 9.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the **ESZAM AUCTIONEER SDN BHD** website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from **ESZAM AUCTIONEER SDN BHD** website.
- 9.2. In the event of any infringement of intellectual property rights under the Terms and Conditions herein, **ESZAM AUCTIONEER SDN BHD** website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive relief.

10.0 MISCELLANEOUS

- 10.1 In the event there is any discrepancy, misstatement or error appearing in translations of the particulars and the Terms and Conditions to any other language (if any), the Terms and Conditions in the English Language version shall prevail.