

TERMS AND CONDITIONS eZ2Bid

The Terms and Conditions specified to all user of **www.eszamauctioneer.com**
(**ESZAM Auctioneer Sdn Bhd** website)

1.0 BEFORE AUCTION

- 1.1 All intended bidder can access to the **Eszam Auctioneer Sdn Bhd** website to download the **POS & COS**. By proceeding E-Bidding with **Eszam Auctioneer Sdn Bhd**, the E-Bidders' have to agreed and accepted the **Eszam Auctioneer Sdn Bhd** terms and conditions. Any bid by registered E-bidder shall not be withdrawn once entered.
- 1.2 All intended bidders can choose either to attend the auction physically (On-site bidder) or E-Bidding. For E-Bidding, they can bid online from any places as long E-bidder has device and good internet connection to log in to our **Eszam Auctioneer Sdn Bhd** website and click on **eZ2Bid** button.

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 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) at **Eszam Auctioneer Sdn Bhd** website.
- 2.3 **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 at **Eszam Auctioneer Sdn Bhd** website.
- 2.4 **A 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.**
- 2.5 E-Bidder must ensure the details and description of the property are correct and accurate before bidding to ensure that the E-Bidder will receive the **Verification Code and Bidding Code**.
- 2.6 The Auctioneer, Assignee/Bank, Solicitors and **ESZAM AUCTIONEER SDN BHD** are not responsible and liable to the E-Bidder in respect of any of the aforesaid.

3.0 REGISTRATION OF EZ2BID

- 3.1 E-bidders will log in into **Eszam Auctioneer Sdn Bhd** secured website. Please fill up all the details and upload the relevant documents include the image of payment advise for 10% deposit.
- 3.2 After registration is successful, the E-Bidder will receive the **Verification Code** via email and SMS to verified the phone number and email address.
- 3.3 E-bidders need to transfer 10% deposit **via instant transfer within 2 working days before the auction date** to **Eszam Auctioneer Sdn Bhd CIMB Bank Berhad Account no. : 800-444-368-4** and upload the proof to the website.
- 3.4 The E-Bidder will receive the **Bidding Code** and link to bid online via email and SMS once **ESZAM AUCTIONEER SDN BHD** receiving of the deposit.

4.0 ON THE AUCTION DAY

- 4.1 **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.**
- 4.2 During the auction day, the E-Bidder need to click on link given and enter the Bidding Code before the auction start.
- 4.3 The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder.
- 4.4 "Standby" is displayed, followed by a message stating "Bidding started". Enter your "Start bid".
- 4.5 Registered E-Bidders may submit their bid at any of these stages of biddings by entering the bid amount. On-site can bid by rise up the bidding card and E-Bidder can start bidding by click on "Place Bid".
- 4.6 Auctioneer will declare the successful bidder (highest bidder) after counting down 3 calls, eg: First Calling, Second Calling and Final Calling.
- 4.7 When system mentions "No more bid" and "sold" appear, no further bids will be accepted by the Auctioneer, whether on-site or through the **Eszam Auctioneer Sdn Bhd** website.
- 4.8 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.
- 4.9 Please refer to terms and conditions Proclamation of Sales and Contract of Sale for more information.
- 4.10 The screen will show the successful bidder, so that the on-site bidder and e-bidders known the auction outcome.
- 4.11 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-bidder will be notified of this on the webpage.
- 4.12 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.
- 4.13 **Unsuccessful E-bidders** deposit will be refund to the same account from which the deposit transfers within 3 working days.

5.0 AFTER AUCTION

- 5.1 Any E-bidders who successfully bids for the property shall and undertake to sign the contract of sale and pay the additional 10% for the difference of the purchase price within 2 working days to **Eszam Auctioneer Sdn. Bhd** account or prepare a bank draft. Any failing for the additional deposit, the Bank will forfeit the deposit to the Assignee Bank and sale will be deemed cancelled/terminated and the property may be put up for subsequent auction without further notice to the said E-Bidders.

- 5.2 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.
- 5.3 For stamping of 5 contracts, the E-Bidders will transfer RM100.00 to the **Eszam Auctioneer Sdn. Bhd.** account or pay cash when signing Contract of Sale within 2 working days.
- 5.4 **For E-Bidding:** The auctioneer and the Bank's solicitor will sign all 5 copies of contract first, right after the auction. E-bidder must to come to the **Eszam Auctioneer Sdn. Bhd.** (main office at Seremban) to sign within 2 working days after the auction date.
- 5.5 For E-bidder who is far apart, **Eszam Auctioneer Sdn. Bhd.** will courier the original contract for e-bidder to sign, but subject to courier charges and legal fees for witness the signing of successful bidder. After signing, the successful bidder has to courier the original contract back to **Eszam Auctioneer Sdn. Bhd.** for stamping purposes.
- 5.6 If the successful bidder did not sign the contract of sale within 3 working days, the Bank has the right to forfeit the 10% and reschedule the property for the next auction. The balance of selling price must be settled within 90 days.

6.0 PERSONAL DATA PROTECTION

- 6.1 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.
- 6.2 All the E-bidder personal data is protected by **Eszam Auctioneer Sdn. Bhd.** shall comply under Malaysian Personal Data Protection Act 2010 (PDPA). **Eszam Auctioneer Sdn. Bhd.** will process E-bidder personal data such as name, address, NRIC and contact number for registration and E-Bidding purpose. E-Bidders shall be responsible for the username and password of **eZ2Bid** and not to reveal the password to anyone.
- 6.3 E-bidders agree to accept all associated risks when using the service in the **Eszam Auctioneer Sdn. Bhd.** website shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
- 6.4 E-bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.
- 6.5 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.
- 6.6 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.**