

# Terms & Conditions

Last Updated: 5 Februari 2026

These Terms & Conditions (“**Terms**”) govern the use of services provided under the brand **Aerth Auto**, operated by **G & E PLT** (Registration No.: **202104002253 (LLP0028887-LGN)**)(“**Aerth Auto**”, “**we**”, “**our**”, or “**us**”).

By accessing our website, subscribing to our services, or using any Aerth Auto service, you agree to be bound by these Terms.

## 1. Definitions

- 1.1 “**User**” means any individual, subscriber, vehicle owner, or authorised representative of a condominium management body (JMB/MC) using Aerth Auto services.
- 1.2 “**Service**” means vehicle cleaning services provided by Aerth Auto.
- 1.3 “**Subscription**” means a recurring service plan offered by Aerth Auto.
- 1.4 “**Premises**” means any residential, commercial, or managed property where services are performed.

## 2. Eligibility, Consent & Unattended Service

- 2.1 Users must be at least 18 years of age or have legal authority to engage our services.
- 2.2 By booking or subscribing, the User confirms that the vehicle and parking bay are lawfully accessible.
- 2.3 The User **expressly authorises Aerth Auto to perform services on the vehicle without the User being physically present.**
- 2.4 Aerth Auto reserves the right to refuse service at its discretion for safety, access, or compliance reasons.

## 3. Scope of Services

- 3.1 Aerth Auto provides water-saving, eco-friendly vehicle cleaning services, which may include:
  - ❖ Exterior vehicle cleaning
  - ❖ Light interior services such as **vacuuming** and **dashboard surface wiping**, where explicitly included in the selected service or subscription plan
- 3.2 Services are non-invasive and do not include, unless explicitly stated and agreed in writing:

- ❖ Mechanical or electrical repairs
  - ❖ Deep interior detailing or upholstery shampooing
  - ❖ Leather treatment
- 3.3 Interior services are limited to surface-level cleaning only and do not involve dismantling, removal of panels, or intrusive methods.
- 3.4 Service quality and results may vary depending on
- ❖ Vehicle condition, age, and wear
  - ❖ Level of dirt, stains, or defects
  - ❖ Weather and environmental conditions
  - ❖ Lighting and site constraints
  - ❖ Access limitations at the Premises
- 3.5 Aerth Auto does **not guarantee specific cosmetic outcomes**.

#### **4. Condominium & Site Access**

- 4.1 Services performed at condominiums or managed properties are subject to **site rules, access permissions, and operational restrictions** imposed by the property management.
- 4.2 The User is responsible for obtaining any necessary approvals.
- 4.3 Aerth Auto shall not be liable for delays, rescheduling, or inability to perform services due to:
- ❖ Denied or restricted access
  - ❖ Security controls
  - ❖ Management directives or rule changes

#### **5. Bookings, Subscriptions & Service Attempts**

- 5.1 Subscriptions are billed on a recurring basis according to the selected plan.
- 5.2 Users are responsible for providing accurate vehicle and location details.
- 5.3 A service attempt shall be deemed completed if Aerth Auto personnel attend the Premises at the scheduled time but are unable to perform the service due to access issues, vehicle unavailability, or conditions beyond our control.

5.4 Missed services arising from such circumstances may not be refundable.

## **6. Payments**

6.1 All payments are processed securely via Curlec (Razorpay Malaysia).

6.2 Aerth Auto does **not store or process debit or credit card details**.

6.3 Fees are exclusive of applicable taxes unless stated otherwise.

## **7. Cancellations, Rescheduling & Subscription Pauses**

7.1 Rescheduling requests must comply with the applicable plan terms.

7.2 Aerth Auto may reschedule services due to weather, safety, or operational constraints.

7.3 Subscription pauses or suspensions are **subject to plan rules** and may be limited in frequency or duration.

7.4 Repeated last-minute cancellations or misuse may result in suspension or termination of service.

## **8. Service Verification, Media & Dispute**

8.1 Aerth Auto may capture before-and-after photographs or videos of the vehicle for:

- ❖ Service verification
- ❖ Quality assurance
- ❖ Customer support
- ❖ Dispute resolution

8.2 In the event of a dispute, such media shall constitute **primary evidence** of the vehicle's condition before and after service.

8.3 To the fullest extent permitted by law, **video and photographic records captured by Aerth Auto shall be binding and conclusive**, unless proven otherwise by clear and compelling evidence.

8.4 Media will be handled in accordance with applicable data protection laws.

## 9. Damage, Pre-Existing Conditions & Liability

9.1 The User acknowledges that vehicles may have pre-existing wear, defects, or damage that may not be visible prior to service.

9.2 Aerth Auto is **not responsible** for:

- ❖ Pre-existing scratches, dents, paint defects, faded trim, brittle plastics, or loose components
- ❖ Damage caused by faulty, ageing, or aftermarket vehicle parts
- ❖ Damage arising from inaccurate information provided by the User
- ❖ Damage caused by third parties or existing conditions within the Premises

9.3 Any service-related concern must be reported **within 24 hours** of service completion and will be assessed with reference to service verification media.

## 10. Limitation of Liability

10.1 To the fullest extent permitted by Malaysian law:

- ❖ Aerth Auto shall not be liable for indirect, incidental, or consequential losses.
- ❖ Aerth Auto's total liability, if any, shall not exceed the amount paid for the specific service giving rise to the claim.

## 11. Force Majeure

Aerth Auto shall not be liable for failure or delay in performance due to events beyond its reasonable control, including but not limited to weather conditions, floods, natural disasters, access restrictions, power outages, regulatory actions, labour disruptions, or security measures imposed by property management.

## 12. Suspension & Termination

12.1 These Terms are breached

12.2 Misuse or abuse of services occurs

12.3 Safety, legal, or operational risks arise

## 13. Intellectual Property

All branding, logos, content, and materials associated with Aerth Auto remain our intellectual property and may not be reproduced or used without written permission.

#### **14. Privacy**

Personal data is handled in accordance with our **Privacy Policy**, which forms part of these Terms.

#### **15. Governing Law**

These Terms are governed by and construed in accordance with the **laws of Malaysia**.

#### **16. Amendments**

Aerth Auto may update these Terms from time to time. Continued use of services constitutes acceptance of the revised Terms.

#### **17. Contact Information**

**Aerth Auto**

**(G & E PLT – Registration No.: 202104002253)**

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