

User Terms and Conditions

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WELCOME TO KIPLEHOME!

This User Terms and Conditions (“User Terms”) is applicable and binding upon you when you access and/or use the Platform, and/or Service. In addition to the User Terms, additional terms and conditions may apply depending how you access and/or use our Platform and/or Service.

Our Platform and Service is provided to you on an “as is” basis without any warranty of any kind and our liability to you in connection with your use of our Platform and Service is very limited. It is, therefore, important that you read the User Terms carefully before accessing and/or using the Platform and/or Service. By actually accessing and/or using the Platform and/or Service, you understand and agree that we will treat that you are agreeing to be bound by the User Terms in its entirety from that point onwards.

IF AT ANY TIME YOU DO NOT ACCEPT ANY OR ALL OF THE USER TERMS IN ITS ENTIRETY, YOU MUST IMMEDIATELY DISCONTINUE THE ACCESS AND/OR USE OF THE PLATFORM AND/OR SERVICE.

1. DESCRIPTION OF SERVICE

1.1 We provide real estate communication platform. Our mission is to build smart communities with the use of technologies that keeps the home environment vibrant, secured and well-maintained. Our Service caters to subscribers and users like joint management body, management corporation, security company, security personnel, residents and visitors.

1.2 To have a better understanding how it works, here are some illustrations: -

When Site Management signs up to our Service	You can connect with the Site Management and Site Security and get things done easier by downloading the Mobile App.
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The Site Management will provide you the necessary details to enable you to activate your Account.

When Site Security signs up to our Service	It allows the Site Security to perform verification processes before approving the entry of visitors into the Site.
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1.3 The provision of the Service and availability of the Platform is subject to the Appropriate Authority and Law, and nothing contained in the User Terms are in derogation of our rights and obligations to comply with such Appropriate Authority and Law.

2. OUR RIGHTS TO MAKE CHANGES

2.1 We can change any terms and conditions of the User Terms, and other terms and conditions found within the Website at any time, without notice. As such, you should look at the terms and conditions relevant to you regularly. When changes are made, it will be effective immediately upon posting on the

Website. You understand and agree that if you continue to access and/or use the Platform, and/or access the Service after the date on which such terms have changed, we shall treat you have accepted those changes in its entirety. This User Terms shall apply retrospectively.

- 2.2 We are also constantly evolving in order to provide the best possible experience and information to our Customer. As such, you acknowledge and agree that the form and nature of our Services may change from time to time without any prior notice to you. As part of this continuing process, we may stop (permanently or temporarily) providing any of the Services (or any features within the Service) to you without any prior notice. We shall not be liable for such change or discontinuance.

3. DEFINITIONS AND INTERPRETATIONS

3.1 Definitions.

You can rely on the definitions provided in the User Terms unless we provide you with different definitions elsewhere in the specific terms and conditions. The following words are given the following definitions: -

“Account”	means the account created to access and/or use the Service.
“Affiliate”	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).
“Appropriate Authority”	means (i) the federal government of Malaysia, (iii) any state, province, regency, municipality or other political subdivision of Malaysia, (iv) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (v) the relevant authority in a foreign country, if applicable.
“Claim”	means any suit, claim, action, proceeding or investigation.
“Content”	means the content either provided by us which includes without limitation all forms of text, graphics, files, data, images, photographs, pictures, logos, video clips, news, and any information.
“Consequential Loss”	means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of use of our Platform and/or Service, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).
“Customer”	collectively means Site Management, Site Security and User.
“Customer Service Support”	means support@kiplehome.com or live chat.

“e-KYC”	means the electronic process to validate the identity of User.
e-Wallet Service	means our digital wallet payment service that allows you to keep e-Money and make any Transaction with Site Management, or a third party through the Mobile App.
“Force Majeure”	<p>means any of the following events or circumstances that are beyond our reasonable control to the extent that such events or circumstances delay or make impossible or materially affect the use of the Platform and/or Service: -</p> <ul style="list-style-type: none"> (a) any acts, orders, decisions or decrees of any Appropriate Authority, (b) enactments of, changes in or the enforcement of any Law, (c) acts of God, without limitation, volcanic activity, tornadoes, hurricanes, floods, fire, tempest, sinkholes, landslides, earthquakes, heavy and inclement weather, epidemic and tsunamis, (d) state of war or hostilities, whether declared or not, or any state of riots, military operations, act of foreign enemies, civil commotion, rebellion, revolution, terrorism, sabotage, acts or deeds of any person or group not commissioned by us or other causes of its kind or otherwise beyond our control or power, strike, labour dispute, lock-out, explosion, power failure, electromagnetic interference, emergency, ionizing radiation and contamination by radio-activity from any nuclear fuel, (e) act or omission of a supplier, a third-party or any failure by service provider to supply us with certain service, and/or (f) any other cause beyond our reasonable control arises or exists which has materially affected the availability of the Platform and/or provision of Service.
“Kiple” or “we” or “us” or “ours”	means Kiple Sdn Bhd (1208256-A), and its Affiliate.
“Law”	means any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
“Losses”	means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.
Mobile App	means the mobile application made available by us in a digital distribution service that allow User to download, activate, access and/or use the Service, manage its Account, and it includes any updates, upgrades made available by us from time to time.
“Other Person”	means your visitor, licensee, tenant, and/or any person who either enters the Site and/or uses the Service through your Account, whether or not you allow or authorise them to.

“Personnel”	means our employees, partners, agents, contractors, subcontractors, and/or other representatives.
“Personal Data”	shall have the same meaning as ascribed to in the Personal Data Protection Act 2010.
“Platform”	collectively means Mobile App, Website, our Social Media, and/or any other platform (whether known now or in the future) owned and/or managed by us or our Affiliate.
“Post/Posted”	means to publish, display, submit and/or upload.
“Promotion”	means a special promotion made by us in connection with the Service during the promotional period.
“Site”	means apartment, serviced apartments/residences/suites, condominium, or any other property.
“Site Management”	means a joint management body, management corporation, or any other corporate bodies of a Site, who subscribes to our Service for use at the Site.
“Site Security”	means the security company of a Site, who subscribes to our Service for use at the Site.
“Service”	collectively means e-Wallet Service, visitor management, bills payment, facility booking, communication between User and Site Management and/or Site Security, and/or any other feature or functionality made available by us from time to time.
“Social Media”	means social media account such as Facebook, Google, Twitter, Instagram, or any other social media accounts.
“Subscriber”	collectively means Site Management and Site Security.
“Subscriber’s Content”	means content provided by Site Management and/or Site Security, which includes without limitation all forms of text, graphics, files, data, images, photographs, pictures, logos, video clips, news, and any information.
“Transact” or “Transaction” or “Transacted”	means any transaction, effected with Site Management, Site Security, and/or any third party merchant, through the use of the Mobile App.
“User” or “you” or “your”	means you, an owner of the Site, who is accessing and/or using the Platform and/or Service. Where the context permits, the term “you”, “your” or “User” includes “the Other Person”.
“User Generated Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video, audio, other data or information Posted by you in the Platform.
“Website”	means the website owned and/or managed by us (as amended from time to time) currently accessible at www.kiplehome.com , excluding

any external website to which the website points by way of hyperlink or otherwise.

3.2 Interpretations

Unless there is something in the subject or context, the following words are given the following interpretations: -

- (a) the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
- (b) a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;
- (c) titles and headings of the User Terms is merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the User Terms; and
- (d) just because we are responsible for the preparation of the User Terms, or any part of it, the rule of construction shall not apply to our disadvantage.

4. PERSONAL DATA

- 4.1 When the Subscriber subscribes to the Service, we will obtain your Personal Data from them. We deem that they have obtained consent from you to provide such Personal Data to us. Do note that as long as the Subscriber subscribes to the Service, we will process your Personal Data (regardless whether or not you are using the Service) in accordance with the Privacy Policy. If you have any issues, please refer the matter to the Subscriber.
- 4.2 When you provide us with your Personal Data, you agree that we may use it to supply you with the Service and for other purposes described in our Privacy Policy.
- 4.3 Do note that, without your Personal Data, we may not be able to allow you access and/or use the Platform and/or Service, or provide the level of service you expect. To learn about how we collect and protect your Personal Data, please refer to our Privacy Policy found within the Website. Any non-personal information or material sent to us by you will generally NOT be treated as confidential.
- 4.4 If you provide us with Personal Data of any Other Person in connection with the Service, you warrant that you have obtained the consent of such person to disclose the Personal Data to us and to process such Personal Data in accordance with the terms of our Privacy Policy. You further agree that you will inform such person of the terms and conditions of this User Terms.

5. YOUR ACCOUNT

- 5.1 **Creation of Account.**
When Site Management subscribes to the Service, Site Management will initialise the onboarding process by entering your Personal Data in the system. You are required to activate the Account in order to use the Service. Unless you subscribe to e-Wallet Service, we DO NOT perform any e-KYC. It is the duty of the Site Management to ensure that the data they entered into the system provided is correct and accurate.

- 5.2 **Accuracy of Information**
You must provide Site Management with accurate and complete information and keep that information accurate, complete and up-to-date. We have no obligation, whether express or implied, to verify the accuracy and authenticity any information provided by us by the Site Management.
- 5.3 **Activation of Account**
- (a) To secure your home, we strongly urge you to activate the Account yourself. As a primary user, you can authorise any Other Person the right to use the Service through your Account. You should not allow any Other Person to register, and/or activate the Account on your behalf. We are not liable for any Claim and Losses, including Consequential Loss cause to your home, or resulting from the use of the Services.
- (b) You should be 18 years old and above. If you are 18 at the time of activation, please obtain your parent or guardian's permission before accessing and/or using the Platform or the Service. All Personal Data provided by a User and all transaction entered into shall be deemed to have been submitted by a User above 18, or has obtained the relevant permission from their parent or guardian.
- 5.4 **Social Media**
If we allow you to log-in using your Social Media account, you permit us to access certain information from your Social Media account. You may control the amount of information that is accessible to us by adjusting your privacy settings of your Social Media account.

6. PROMOTION

- 6.1 We may offer you a Promotion from time to time. We may notify you of any Promotion offered to you either through any of our Platform or other method. The terms of each Promotion will either be set out in a specific term for the relevant Service, in advertising material, or you will be advised separately in writing or in any other method. If you participate the Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of these User Terms, otherwise, the terms and conditions of the User Terms shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the User Terms will apply again.

7. THIRD PARTY PROVIDER

- 7.1 The Platform and Service may contain certain content, promotion, goods and/or services supplied by a third party. It may also contain certain hyperlinks to other websites which are neither maintained nor controlled by us ("Third Party Service"). Such Third Party Service is provided to you as a matter of convenience only.
- 7.2 Any dealings with such third party are solely between you and such third party. We cannot ensure that such third party you are dealing with will actually complete the Transaction or is authorised to do so. Before you transact with such third party, we encourage you to read their terms and conditions carefully including their privacy policy. We are not responsible and we shall not be liable for any Transaction you made with such third party. All disputes with regard to a Transaction should be addressed directly with the third party from whom you have transacted with.
- 7.3 **e-Wallet Service**

e-Wallet Service is provided by Kiplepay Sdn Bhd (510377-P). The use of e-Wallet Service shall be governed separately and is subject to separate terms and conditions found in www.kiplepay.com ("Consumer Terms"). By actually accessing and/or using e-Wallet Service, you understand and agree that we will treat that you are agreeing to be bound by the Consumer Terms and Conditions in its entirety from that point onwards.

8. INTELLECTUAL PROPERTY

- 8.1 *kiple*, *kipleHome* *kipleGuard*, *kiplePay*, and all marks and logos related to the Service are either our trademarks, or belong to our licensor. You may not copy, imitate, modify or use them without our prior written consent. All rights, title and interest in and to our Platform, any Content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing belong to us exclusively and/or our licensor. Additionally, other marks which appear in the Service may contain marks of a third party that are not affiliated with us. We do not own such third-party's marks and the use of such marks may be subject to the terms and conditions of such third-party.
- 8.2 We grant you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited licence to access the Platform and/or use the Service. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Service provided by us only. There are no implied licenses under the User Terms and any rights not expressly granted to you hereunder are reserved by us. This license grant applies to the software and all updates, upgrades, new versions and replacement software.

9. CONTENT AND SUBSCRIBER'S CONTENT

- 9.1 Our Content
- (a) The Content is provided to you on an "AS IS" basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way.
 - (b) We reserve the right to limit and/or prohibit your access and/or use to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.
 - (c) You further acknowledge and understand that the Content provided in any part of our Platform may contain technical inaccuracies or typographical errors. We also disclaim any liability for any Content or information that may become outdated since the last time that particular piece of information was updated. We can make changes and corrections to any parts to any part of the Content contained in the Platform at any time without prior notice to you.
- 9.2 Subscriber's Content
- We do not manage or have any control over Subscriber's Content. If there is any inaccuracy or typographical error, please contact the Subscriber directly.

10. USER GENERATED CONTENT

- 10.1 We do not claim ownership of the User Generated Content. When you post any User Generated Content you grant us and our Affiliate a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use the User Generated Content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. We will not compensate you for any of the User Generated Content.
- 10.2 Further to the foregoing paragraph, by submitting your User Generated Content to us, you warrant that: -
- (a) use of your User Generated Content will not infringe any intellectual property or publicity rights;
 - (b) you own or otherwise control all of the rights of the User Generated Content;
 - (c) you agree to waive your moral rights and promise not to assert such rights against us;
 - (d) your User Generated Content is not defamatory, threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair your confidentiality obligations;
 - (e) your User Generated Content does not infringe the Law; and
 - (f) you shall be solely responsible for your own User Generated Content and the consequences of posting or publishing them;
- 10.3 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Generated Content. We do not permit activities which will infringe any intellectual property including copyright and we will remove all infringing contents and User Generated Content upon notification that such Content or User Generated Content infringes on another's intellectual property. We further reserve the right to remove any User Generated Content without prior notice.
- 10.4 If you believe that your work has been copied and posted in our Platform, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content posted, please contact our Customer Service Support.
- 10.5 You are solely responsible for your interactions with another user. We reserve the right, although we have no obligation, to monitor disputes between you and other user, and to take any action that we feel may be appropriate in our sole discretion, consistent with the User Terms.

11. DISCLAIMER OF WARRANTIES

- 11.1 The Platform and Service are provided to you on an 'as is' basis, with all faults. We do not make any representation or warranty of any kind, whether oral or written, whether express or implied, or arising by law, custom, course of dealing, course of trade, with respect to the Platform and/or Service.
- 11.2 We make no representation that the defect in operation or functionality of the Platform and/or Service, if any, will be corrected. We disclaim any and all implied warranties on conditions of title, merchantability, fitness for a particular purpose, and non-infringement.

- 11.3 No advice or information, whether oral or written, obtained by you from us or from our Platform shall create any warranty stated in the terms.
- 11.4 Any Content downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer, mobile device, or loss of data that results from the download of any such Content.
- 11.5 We are committed to ensuring all Transactions performed are secure, safe and confidential. However, owing to the global nature of the internet infrastructure, we do not guarantee continuous, uninterrupted or secure access to any part of the Service, and the operation of any of the Platform (including any networks and servers used) operated by us or on our behalf may be interfered by numerous factors outside our control. There are inherent risks that your Account may be hacked, e-Money may be stolen, or fraudulent transaction may take place.
- 11.6 WE ARE NOT LIABLE TO YOU AT ALL FOR MATTERS ARISING UNDER THIS CLAUSE 11.

12. YOUR LIABILITY

- 12.1 Your liability to the Indemnified Party is to indemnify the Indemnified Party from and against any and all Claims and Losses, including Consequential Loss, as a result of: -
- (a) any Transaction made with Site Management and/or third party;
 - (b) any breach of, or non-performance of, your representations, warranties, undertakings, covenants, or obligations under the User Terms;
 - (c) infringement of our intellectual property rights, or third-party intellectual property rights;
 - (d) the access, use, and/or transmission of any Content, Subscriber's Content, and/or User Generated Content;
 - (e) any unauthorized access to any of the Platform, Personal Data, our network or our supplier's network, through hacking, password mining or any other means; and/or
 - (f) breach of the Law.

13. EXCLUSION OF LIABILITIES

- 13.1 The Indemnified Party shall not be liable to you for any Claims and Losses, including Consequential Loss, for: -
- (a) any Transaction made with Site Management and/or a third party;
 - (b) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, and/or negligence or otherwise caused by Subscriber, you, Other Person, and/or any other persons; or
 - (c) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, and/or negligence or otherwise cause by Subscriber, you, Other Person, and/or any other persons;
 - (d) any cessation (permanently or temporarily) in providing any of the Platform and/or Service (or any features within the Service);
 - (e) any inability to access the Platform, your Account, the Services, or any part thereof;
 - (f) the deletion of, corruption of, or failure to store, any data and other communication data maintained or transmitted by or through the Account;

- (g) compliance with Law, Appropriate Authority, or non-compliance which may affect the supply of Service, or any part thereof;
- (h) any unauthorised access to the Site, your home, your Account, and/or Personal Data, even if such unauthorised access is caused by any act, omission and/or negligence on our part and/or that of our Personnel;
- (i) any claim for libel, slander, infringement of third-party intellectual property rights;
- (j) any Content, Subscriber's Content, User Generated Content, and/or conduct of any Other Person, user or other third party; and/or
- (k) an event of Force Majeure.

14. SUSPENSION

- 14.1 We are entitled to suspend, revoke, refuse and/or block the use of the Service (or any part thereof), and/or suspend, revoke, refuse and/or block any Transaction, at any time, without liability, without notice, including but not limited to: -
- (a) if you breach any terms and conditions of the User Terms;
 - (b) if we reasonably suspect fraud, illegal and/or any other activity we deem improper;
 - (c) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law;
 - (d) if we receive an order, instruction, notice and/or directive from any Appropriate Authority to do so;
 - (e) an event of Force Majeure; and/or
 - (f) any other reasons as we deem fit.
- 14.2 We reserve the right to investigate and take appropriate legal action, in our sole discretion, against you and/or report you to the Appropriate Authority under Clause 14.1(b), (c) and (d).
- 14.3 In the event the Account and/or Service has been suspended and you request for reactivation of the same, we may at its absolute discretion reactivate the Account and/or Service subject to any additional requirements as may be determined by us.

15. TERMINATION

- 15.1 Termination by Subscriber
Once Subscriber terminates the agreement with us, this User Terms with you will also be terminated.
- 15.2 Voluntary Termination of Service
If the agreement is still subsisting with the Subscriber, you do not have an option to terminate the Service (save and except for e-Wallet Service). However, you can cease using the Service by logging out and uninstall kipleHome App from your mobile device. You shall remain liable for any Transaction effected through your Account prior to the cessation in the use of the Service.
- 15.3 Our Right to Terminate
We may forthwith terminate the Service (as whole or in part) at any time if: -

- (a) if the agreement we signed with Subscriber is terminated;
- (b) there is an emergency;
- (c) we reasonably suspect fraud and/or illegal activity in connection with the Service;
- (d) you breach any terms or conditions of the User Terms, any other additional terms and conditions applicable to you, and fail to rectify and remedy such breach within seven (7) days from the date of its receipt of a written notice requiring it so to do;
- (e) breach of our policy;
- (f) change of Law;
- (g) an event of Force Majeure;
- (h) the Service is suspended under Clause 14 for more than fourteen (14) days; or
- (i) for any reason we deem fit.

You may also contact our Customer Service Support for further information.

- 15.4 Termination of the Service, for any reason, shall not act as a waiver of any liabilities or obligations you may have accrued at or prior to the date of such termination.
- 15.5 Survival. Those clauses which by their nature would survive the termination or expiration of the User Terms shall so survive.

16. FORCE MAJEURE

- 16.1 We will not be liable to you for any delay, failure, suspension or interference in supplying or make available the Service caused by a Force Majeure event. Upon the happening of any of the Force Majeure event, our obligations and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.
- 16.2 Without prejudice to the foregoing paragraph, if any of the Force Majeure event results in the Service being interrupted, we may at any time, notwithstanding anything in these terms contained, forthwith terminate the Service and/or the access and/or use of the Platform.

17. GENERAL PROVISIONS

- 17.1 Notice.

You can generally contact our Customer Service Support. However, if you wish to lodge a complaint, dispute about the Platform, or serve us a demand letter, legal process, or other communication relating to that (collectively known as "Formal Notice"), you should address a copy of the Formal Notice to our legal department. The Formal Notice can be delivered by hand, courier and/or prepaid registered post to the following address: -

Head of Legal
Kiple Sdn Bhd
The Ascent, Paradigm
B-23A-3, No 1 Jalan SS7/26A
47301 Petaling Jaya, Malaysia

We can serve a Formal Notice or other communication to you by electronic email, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR Registered), facsimile to the address you provided to us. We can also serve you a Formal Notice, or other communication to your last known address in our record.

Formal Notice or other communication shall be deemed effective: -

- (a) If by electronic email or hand deliver, on the day of delivery;
- (b) If by prepaid registered post, five (5) days after it was duly posted;
- (c) If by courier, 1 day after dispatch; or
- (d) If by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.

You agree that in the event that any action is begun in the courts in Malaysia in respect of your use of the Platform and/or Service, the legal process and other documents may be served by posting the documents to you by registered post (not being AR Registered Post) at the address you provided to us or to your last known address in our records and such service shall on the fifth (5) day after posting, be deemed to be good and sufficient services of such legal process or documents.

17.2 No Partnership.

You and we are independent contractors and the use of the Platform and/or Service will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You do not have the power to bind us or incur obligations on our behalf without our prior written consent, except we expressly said so.

17.3 When do we waive a right under the User Terms?

If you breach the terms and conditions of the User Terms and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.

17.4 When can you and we transfer, assign or novate the User Terms?

You are not allowed to transfer, assign or novate your agreement with us (or any part thereof) to any third -party unless we give you written consent to do so. We may, however, transfer, assign or novate the Service, a Platform and/or the User Terms (or any part thereof) to our Affiliate or any third-party without notice to you. The User Terms shall inure to the benefit of your permitted assigns and successors and our permitted assigns and successors.

17.5 Severability.

In the event any provision of the User Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

17.6 Which laws and courts govern the User Terms?

The User Terms is governed by the laws of Malaysia without regard to principles of conflicts of law. You and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

17.7 Language.

If the User Terms is translated into any other languages and there is a conflict between this English version and any foreign language version of the User Terms, the English version shall prevail.

17.8 Entire Agreement

The User Terms and the additional terms and conditions forming part of the Service set out the entire agreement between you and us and supersedes any prior arrangements or agreements that we may have with each other, whether it is oral or in writing.

17.9 What happens if you have a dispute with us?

- (a) For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us in the manner set out in this Clause 17.1.
- (b) Upon receipt of the written notice, we will use our reasonable endeavour to resolve the dispute. We may, as and when we deem fit, conduct any investigation regarding the disputed amount. The result of the findings is deemed to be final and conclusive and binding on you and shall not be questioned by you on any account.
- (c) You agree that any cause of action arising out of or related to the access and/or use of the Platform must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred.

Should you have any questions concerning the User Terms, the Platform, the Service, or any terms and conditions found within Website, please contact our Customer Service Support.

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