

# TERMS AND CONDITIONS

Please read these terms carefully before using the <https://www.propertypeople.my> (the "Website") and the Property People mobile applications (the "Apps"). Using the Website and the Apps indicates that you accept these terms. You further agree to the representations made by yourself below. If you do not agree to the Terms and Conditions of the Service (as defined below) and wish to discontinue using the Service, please do not continue using this Website or Apps or Service.

The terms and conditions stated herein (the "Terms and Conditions" or the "Agreement") constitute a legal agreement between you and **J MAKERS PLT (Co. No. 201304000013)** and/or its group of companies (collectively, the "Company"). In order to use the Service (each as defined below) you must agree to the Terms and Conditions that are set out below. By using the Website and the Apps supplied to you by the Company, and downloading, installing or using any associated software supplied by the Company ("the Software") which overall purpose is to enable licensed real estate negotiators or real estate agents to sell property on behalf of real estate developers (collectively, the "Service"), you hereby expressly acknowledge and agree to be bound by the Terms and Conditions, and any future amendments and additions to this Terms and Conditions as published from time to time by the Company at the Website or the Apps.

The Company offers an online platform, information and a proprietary method for real estate agents and real estate negotiators to establish contact and collect bookings from Buyers or Customers, but has no responsibility for any sales and marketing services provided to Buyers or Customers by you.

## USE OF THE WEBSITE AND THE APPS

**PropertyPeople.my** (the "Website") and **Property People Mobile Applications** (the "Apps") is operated by J MAKERS PLT, a company which is incorporated in Malaysia.

We may at any time change these terms and you should therefore periodically visit this page to review the then current terms to which you are bound.

Unless otherwise noted, you should assume that the proprietary right in everything you see or read on the Website or the Apps including but not limited to any designs, text, graphics, source code, or software belongs to J MAKERS PLT. Your access to it does not imply a license to reproduce and/or distribute this information which means that you cannot reproduce, modify, publicly display or distribute the contents of this Website or Apps without the prior written consent of J MAKERS PLT.

The trademarks and logos displayed on the Website or the Apps are the registered and unregistered trademarks of their respective owners. Use of the trademarks displayed is strictly prohibited. You are advised that the owners of the trademarks will aggressively enforce their intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

You agree that you will not use this Website or Apps or our Services to carry out any "data mining" services to collect or collate information about the identities and offers of our clients and/or advertisers.

The User of the Website / Apps acknowledges that the Company is only providing a platform to facilitate the sale and purchase / rental of real estate. None of the Users is the employee, servant and/or agent of the Company and the User shall not have any right and/or authority to enter into any transaction on the Company's behalf and all transactions entered into by the User shall not in any way be binding on the Company.

## **About The Information**

J MAKERS PLT uses reasonable efforts to include accurate and up to date information. However, J MAKERS PLT makes no warranties or representations as to its accuracy. In particular, the Company assumes no liability or responsibility for any errors or omissions in the content of the Website and the Apps, and the use of it by you.

Everything on the Website and the Apps is provided on an "as is" basis without any representation, endorsement or warranty of any kind, either express or implied, including, but not limited to, warranties of title, merchantability or fitness for a particular purpose or non-infringement.

## **SUBMITTED INFORMATION**

Any information you provide to the Company through or in connection with this Website or the Apps will be treated as non-confidential and non-proprietary. Anything you transmit or post becomes the property of J MAKERS PLT or its affiliates who are free to use the information for any purpose.

You agree that no submissions provided by you to the Website or the Apps will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You are and shall remain solely responsible for the content of any submissions you make.

Through your usage of this Website or the Apps, you may submit and/or the Company may gather certain information about you and your Website or Apps usage. The Company is free to use such information as stated in its privacy policy.

## **LINKS TO OTHER WEBSITES**

This Website or the Apps may contain links to other websites. These are provided solely as a convenience to you and access to any of these linked websites is at your own risk.

J MAKERS PLT does not control and is not responsible for any of these websites or their content.

J MAKERS PLT does not allow unauthorised hypertext links to the Website or to the Apps.

## **REPRESENTATION AND WARRANTIES**

By using the Service, you expressly represent, warrant, undertake, covenant and confirm with the Company that:

- you are legally entitled to accept and agree to the Terms and Conditions and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons under the age of eighteen (18) or such persons that are forbidden or incapable for any reason whatsoever to enter into a contractual relationship.
- you have the right, authority and capacity to use the Website or Apps or Service and to abide by the Terms and Conditions.
- you will use the Service strictly in accordance with the terms and conditions herein.
- you shall not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity.

- you shall comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Service (the “Alternate Country”).
- you shall permit the Company to perform maintenance, tests, experiments and to implement necessary security or other measures relating to your use of the Company’s Website, Service, Apps or Software.
- you shall abstain from any conduct that could possibly damage the Company’s reputation or amount to being disreputable.
- You further represent and warrant that you may only access the Service using authorized and legal means. It is your responsibility to check and ensure that you download the correct Software for your device. The Company is not liable if you do not have a compatible mobile devices or if you have downloaded the wrong version of the Software for your mobile devices. The Company reserves the right to terminate this Agreement if you are found to be using the Service with an incompatible or unauthorized mobile devices or for purposes other than which the Application or Software is intended to be used.
- In the event that you are a real estate negotiator, you possess a valid real estate negotiator or agent’s license and are authorized to sell real estate and have all the appropriate licenses, approvals and authority to sell real estate to third parties in the jurisdiction in which you use the Service;
- you shall obey all local laws related to the operation of a real estate agency and will be solely responsible for any violations of such local laws;
- you will only use the Service for lawful purposes;
- you will only use the Service for the purpose for which it is intended to be used;
- you will not use the Website or the Apps for sending or storing any unlawful material or for fraudulent purposes;
- you will not use the Website or the Apps and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings;
- you will not use the Website or the Apps or the Service, and/or Software for purposes other than obtaining the Service;
- you will not impair the proper operation of the network;
- you will not try to harm the Website or the Apps or the Service, and/or the Software in any way whatsoever;
- you will not copy, or distribute the Software or other contents without written permission from the Company;
- you will only use the Software or the Website or the Apps for your own use and will not resell it to a third party;
- you will keep your account password or any identification we provide you, which allows access to the Service or the Website or the Apps secure and confidential;
- you will provide us with whatever proof of identity we may reasonably request or require;

- you will provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You agree that the Company may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;
- you will only use an access point or data account (AP) which you are authorized to use;
- you shall not employ any means to defraud the Company or enrich yourself, through any means, whether fraudulent or otherwise, whether or not through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing users;
- you shall not impair or circumvent the proper operation of the network which the Service operates on;
- you agree that the Service is provided on a reasonable effort basis; and
- you agree that your use of the Service will be subject to the Company's Privacy Policy as may be amended from time to time.

## **LICENCE GRANT AND RESTRICTIONS**

The Company and its licensors, where applicable, hereby grants you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited licence to use the Website and/or Apps and/or the Software, solely for your own personal purpose, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by the Company and its licensors.

For the avoidance of doubt, you shall not do the following:

- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Website and/or the Apps and/or the Software in any way;
- modify or make derivative works based on the Website and/or Apps and/or the Software;
- create internet "links" to the Website or the Apps or "frame" or "mirror" any Software on any other server or wireless or internet-based device;
- reverse engineer or access the Software in order to
  - a) build a competitive product or service;
  - b) build a product using similar ideas, features, functions or graphics of the Application or/and the Software, or
  - c) copy any ideas, features, functions or graphics of the Website or/and Apps or/and the Software;
- launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Website or/and Apps or/and the Software;

- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents;
- post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or
- remove any copyright, trademark or other proprietary rights notices contained in the Service.

You may use the Website or/and Apps or/and the Software only for your personal, purposes and shall not use the Website or/and Apps or/and the Software to:

- send spam or otherwise duplicative or unsolicited messages;
- send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious materials, including but not limited to materials harmful to children or violative of third party privacy rights;
- send materials containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
- interfere with or disrupt the integrity or performance of the Website or/and Apps or/and the Software or the data contained therein;
- attempt to gain unauthorized access to the Website or/and Apps or/and the Software or its related systems or networks; or
- impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.

## **PAYMENT BY THE COMPANY**

- Any payment of commission and/or remuneration by the Company including the timeline of such payment is subject to the full compliance of the conditions, requirements and procedures stipulated by the Company from time to time as well as in accordance with the law. The Company reserves the right to request for further documentation or steps to be taken by you and/or your Buyer or Customer prior to issuing the payment of commission and/or remuneration to you. You need to refer to your respective agencies for the terms of engagement entered into with the Company which include the payment terms.
- The Company retains the right to suspend the processing of any transaction where it reasonably believes it may be fraudulent, illegal or involves any criminal activity or where it reasonably believes the Buyer or Customer to be in breach of the Terms and Conditions between the Buyer or Customer and the Company. In such an event, you shall not hold the Company liable for any withholding of, delay in, suspension of or cancellation of, any payment to you or your affiliated Agency.
- You agree that you will cooperate in relation to any criminal investigation that is required and to assist the Company in complying with any internal investigations, instructions from the authorities or requirements of prevailing laws or regulations in place.

## **TAXES**

You agree that this Agreement and any payment due and payable under this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time. You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Company to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Services supplied under this Agreement.

## **INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

- You acknowledge that the proprietary/intellectual property right in all materials found in the Website, Service, Apps and Software including the graphic, literary and artistic works, layout designs, look and feel of the Website or Apps are the sole intellectual property of the Company.
- You further acknowledge that your permission to use any of the copyrighted works found in the Website, Service, Apps and Software is limited to the rights expressly stated in this Agreement.
- You shall maintain in confidence all information and data relating to the Company, its services, products, business affairs, modus operandi, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of the Company (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from the Company, or any of its affiliated companies, or created in the course of this Agreement whether or not it is expressly designated as 'confidential'.
- You shall further ensure that you only use such confidential information in order to perform the Services, and shall not without the Company's prior written consent, disclose such information to any third-party nor use it for any other purpose. You shall only disclose such information to such officers, employees and agents on a strictly need to know bases for them to fulfil their obligations under this Agreement or as required under the law.
- The obligation of confidentiality shall survive in perpetuity even after the termination of this Agreement.

## **PERSONAL DATA PROTECTION**

You acknowledge that you have read, understood and accepted the Company's Privacy Policy as kept at its website at <http://propertypeople.my/privacy>

## **THIRD PARTY INTERACTIONS**

During the use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors showing their goods and/or services through the Service, Software and/or the Website and/or the Apps. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Company does not endorse any applications or sites on

the Internet that are linked through the Service, Website, Apps and/or the Software, and in no event shall the Company, its licensors or the Company be responsible for any content, products, services or other materials on or available from such sites or third party providers.

The Company may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidize the Service and/or to earn additional revenue. By agreeing to the Terms and Conditions you agree to receive such advertising and marketing materials/information. If you do not want to receive such advertising you should notify us in writing or in accordance with the procedure determined by the Company. You agree and allow the Company to compile and release information regarding you and your use of the Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party providers, advertisers and/or sponsors you interact with through the Service and/or advertising or marketing material supplied through the Service.

## **INDEMNITY**

By agreeing to this Agreement upon accessing the Website, the Apps and/or using the Service, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- (a) your violation or breach of any term of this Agreement or any applicable law or regulation, including any local laws or ordinances, whether or not referenced herein;
- (b) your violation of any rights of any third party, including, but not limited to Buyers or Customers, as a result of your own interaction with any third party
- (c) your use (or misuse) of the Website, Apps, Service and/or Software.

You further agree to be responsible for and shall indemnify the Company in respect of any breach or threatened breach of any intellectual property rights and confidentiality obligations under part "Intellectual Property Rights and Confidentiality" of this Agreement and undertake to take any and all such action as the Company may reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at your own costs.

## **WARRANTIES**

The Company makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services, the Website, the Apps and/or the Software. The Company does not represent or warrant that

- (a) the use of the Service, Website, Apps and/or the Software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- (b) the Service will meet your requirements or expectations;
- (c) any stored data will be accurate or reliable;
- (d) the quality of any products, services, information, or other materials purchased or obtained by you through the application will meet your requirements or expectations;

- (e) errors or defects in the application and/or the Software will be corrected; or
- (f) the Website, Apps, Software or the server(s) that make the Website and/or Apps available are free of viruses or other harmful components.

The Service is provided to you strictly on an “as is” basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent. The Company makes no representation, warranty, or guarantee as to the reliability, safety, timeliness, quality, suitability or availability of any services through the use of the Service, Website, Apps and/or the Software. You acknowledge and agree that the entire risk arising out of your use of the Service, Website, Apps, Software and/or any third party services remains solely and absolutely with you and you shall have no recourse whatsoever against the Company, its directors, employees and/or officers.

## **INTERNET DELAYS**

The Service, Website, Apps and/or the Software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you being faulty, not connected, out of range, switched off or not functioning. The Company is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

## **LIMITATION OF LIABILITY**

You agree that your use of the Service, Website, Apps and/or Software is at your sole risk and that you are responsible for all costs associated with your access to, or use of, the Service, Website, Apps and Software. J MAKERS PLT, its directors, employees, associates, suppliers or any other representative will not be liable for any damages, losses, costs, claims or demands of any kind, whether direct, indirect, compensatory or consequential, related to your use of the service, Website, Apps, software or the information content, materials or products included on this Website or the Apps.

Any claims against the Company by you shall in any event be limited to the aggregate amount of all amounts actually paid by and/or due from you to the Company in utilising the Service during the event giving rise to such claims. In no event shall the Company and/or its licensors be liable to you or anyone for any direct, indirect, punitive, economic, future special, exemplary, incidental, consequential or other damages or losses of any type or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage). The Company and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person for whom you have booked the Service for, including but not limited to loss, damage or injury arising out of, or in any way connected with the Service, Website, Apps and/or the Software, including but not limited to the use or inability to use the Service, Website, Apps and/or the Software, any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any third party provider, advertiser or sponsor whose advertising appears on the Website or Apps or is referred to by the Service, Website, Apps and/or the Software, even if the Company and/or its licensors have been previously advised of the possibility of such damages.

The company and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person for whom you have used the service for, including but not limited to loss, damage or injury arising out of, or in any way connected with the service, Website, Apps and/or the software, including but not limited to the use or inability to use the Service, Website, Apps and/or the Software, any reliance placed by you on the completeness, accuracy or existence of



any advertising, or as a result of any relationship or transaction between you and any third party provider, advertiser or sponsor whose advertising appears on the Website or is referred to by the Service, Apps and/or the Software, even if the Company and/or its licensors have been previously advised of the possibility of such damages.

The Company does not and will not assess nor monitor the suitability, legality, ability, movement or location of any third party providers including, advertisers and/or sponsors and you expressly waive and release the company from any and all liability, claims or damages arising from or in any way related to the third party providers including, advertisers and/or sponsors.

The Company will not be a party to disputes, negotiations of disputes between you and such third party. We cannot and will not play any role in managing payments between you and the third party providers, including third party advertisers and/or sponsors.

Responsibility for the decisions you make regarding services and products offered via the Service, Website, Apps and/or the software (with all its implications) rests solely with and on you. You expressly waive and release the Company from any and all liability, claims, causes of action, or damages arising from your use of the Service, Website, Apps and/or the Software, or in any way related to the third parties including advertisers and/or sponsors introduced to you by the Service, Website, Apps and/or the Software.

## **NOTICE**

The Company may give notice by means of a general notice on the Website, Apps, electronic mail to your email address in the records of the Company, or by written communication sent by registered mail or pre-paid post to your address in the record of the Company. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by Registered mail or pre-paid post) or 1 hour after sending (if sent by email).

You may give notice to the Company (such notice shall be deemed given when received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the Application.

## **ASSIGNMENT**

The Agreement as constituted by the terms and conditions as modified from time to time may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company. Any purported assignment by you in violation of this section shall be void.

## **FORCE MAJEURE**

Neither party is liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, pandemic, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

## **GENERAL**

These terms are governed by Malaysia law and any dispute will be resolved exclusively by the Malaysian courts.

## CHANGES TO THESE TERMS AND CONDITIONS

The nature of our business is constantly evolving and therefore our Privacy Policy and Terms and Conditions will also change over time. The Company reserves the right to add, modify, vary, amend and/or change the terms and conditions of this Agreement or its policies relating to the Service at any time as it deems fit. You should check the Website or the Apps frequently to see if any recent amendments or additions have been made. Such modifications, variations or changes to the Terms and Conditions or policies relating to the Service shall be effective upon the posting of an updated version at the Website. You agree that it shall be your responsibility to review this Agreement regularly whereupon the continued use of the Service after any such changes, shall constitute your consent and acceptance to such changes.

## POLICY OF ACCEPTABLE USE

In using the Services provided by J MAKERS PLT on the <https://www.propertypeople.my> (the "Website") and the Property People mobile applications (the "Apps"), you agree not to:

- violate any law, statute or regulation (including but not limited to the Communications and Multimedia Content Code);
- infringe the copyright, patent, trademark, trade secret or other intellectual property right of any party, including but not limited to J MAKERS PLT;
- sell counterfeit goods;
- sell any goods or provide any services prohibited by law;
- engage in money laundering activities;
- engage in gambling activities;
- engage in any immoral activity or potentially immoral activity, including but not limited to prostitution and pornography;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- act in a manner that is defamatory, libelous, threatening or harassing;
- provide false, inaccurate or misleading information;
- engage in potentially fraudulent, suspicious or illegal activity and/or transactions;
- "stalk" or otherwise harass another user or member or guest of the Website or the Apps;
- send unsolicited emails to any user or member or guest or use J MAKERS PLT services to collect payments for sending, or assisting in sending unsolicited emails to third parties;
- disclose or distribute another user's or member's or guest's personal information to a third party, or use such information for marketing purposes without the express consent of that user or member or guest;
- take any action that imposes an unreasonable or disproportionately large load on J MAKERS PLT infrastructure;
- upload, or cause to be uploaded, any content to the Website or the Apps that contains viruses, or any other items that may damage, interfere with, or adversely affect or hinder access to the Website or the Apps;
- engage in, nor cause other users or members or guests to engage in, spamming, phishing, improper, malicious or, in J MAKERS PLT absolute discretion, fraudulent clicking or choosing, impressions or marketing activities relating to the Website or the Apps;
- engage in activities which in the absolute discretion of the Company may reflect poorly on or tarnish the reputation of J MAKERS PLT;

- modify, adapt, reformat, recompile, transmit, publish, license, reverse engineer, disassemble, reconstruct, decompile, copy or create derivative works of, transfer or sell any services on the Website or the Apps or part thereof, including source codes or algorithms, except as expressly authorised by J MAKERS PLT in writing, or to the extent permitted by law;
- alter, remove, cover or otherwise deface any identification, trademark, copyright or other notice from any aspect of the Services on the Website or on the Apps;
- use any automation software, hacks, mods or any other unauthorized third-party software designed to access, crawl or collect from J MAKERS PLT's Services, Website, Apps and/or the Software; and
- use any unauthorized third party's software that intercepts, "mines" or otherwise collects information from or through J MAKERS PLT.