

PRODUCT DISCLOSURE SHEET

KINDLY READ THIS PRODUCT DISCLOSURE SHEET BEFORE YOU DECIDE TO SUBSCRIBE THE PRODUCT WITH THE PLATFORM. PLEASE MAKE SURE YOU ALSO READ THE TERMS OF USE OF THE PLATFORM BEFORE THE SUBSCRIPTION

1. WHAT IS THE PRODUCT/SERVICES ABOUT?

It is an online platform having the functionality of listing properties by property owners and/or agents which will be accessible and available for the use by the Subscriber.

2. WHAT IS THE SUBSCRIBER'S BENEFITS?

Subject to the *Terms of Use* of the Platform, the Subscriber will be entitled to the a limited, non-exclusive, non-assignable and non-sub licensable license to use the Platform through <https://proproject.com/> desktop website, mobile applications and/or any related systems and other website that the Company may operate.

***The company reserves its absolute rights to vary, amend, update or adjust the features of the Platform and impose a subscription fees at any given time without further reference to be given to any party.*

3. WHAT ARE THE SUBSCRIBER'S REQUIREMENTS, OBLIGATIONS/RESPONSIBILITIES?

- (a) must be minimum 18 years old;
- (b) must safeguard any login name and password the Platform may provide to you in relation to the Platform and services provided;
- (c) shall not disclose your account details and credentials to third parties;
- (d) shall not allow any third party to use your account or impersonate you in the use of your account;
- (e) shall provide accurate, complete and updated personal information during the registration of an account (including provide a clear photograph);
- (f) acknowledge that the Company reserves the right to limit, suspend or terminate your account and your use of the Platform and the services;
- (g) acknowledge that the Company may at any time vary, revise, change, amend, withdraw, substitute or remove any of the terms and conditions governing the use of the Platform. Any such amendment shall be effective three (3) days after the revised terms have been posted on the Platform;

- (h) acknowledge that the account is non-transferrable and shall only be used exclusively by the subscriber;
- (i) shall adhere to the terms of the acceptable use of the Product/Services imposed and stated by the Company in the following manner: -
- to use the Product/Service for the legitimate listing of real property in Malaysia for sale or rent only, for and on behalf of the legal owner of the property;
 - to ensure obtain the authorisation and/or consent from the legal owner of the property prior to the use the Product/Service.
 - to upload high-resolution, clear, and non-duplicated images of the property advertised for sale or rent unless the Listing refers to an office, apartment, condominium, or town house where a photo of the building or neighbouring buildings can be displayed.
 - to promptly remove a property listing from the Platform if it is unavailable for sale or rent
 - to refrain from using the Product/Service to advertise your business or agents within property listings, for example, contains dedicated marketing content including images (such as photographs of agents) or text within the photo gallery, about your agency or agents.
 - to refrain from using the Product/Service to advertise our competitors' business or services;
 - to ensure to list the properties under the accurate category and with accurate lots numbers, address and location;
 - to utilize the Platform's watermark system only.
 - to use photos without borders or collages that may detract from the photo quality;
 - to ensure the listed photo free from any marketing material and/or text that may affect the photo quality.
 - to ensure not using any lifestyle images as the main photo in the listing;
 - to ensure no duplicate listing of the same property in the Platform with various prices, address details, property types selected or listing loaded into multiple sections on the Platform.
 - to limit to five unique properties listing with the same street address.
 - to ensure not to post any auctioned property listing after the auction date.
 - To refrain from uploading content that may defame, disclose private information, or violate laws, such as contents that: -
 - disparage or discredit another individual or company;
 - expose private, personal, or confidential information;
 - contains offensive or inappropriate content;
 - may infringe the intellectual property rights of others;
 - consist of content related to ethnicity, race, religion, interfaith, gender, age, nationality, physical or mental ability; or
 - may violate any laws, regulations, or industry standards.

- to adhere to the rules imposed by the Company for advertised content containing Video/3D Tours/ Moving Images: -
 - videos of listing must predominantly feature on the property for sale or rent.
 - images and sounds in the videos must relate to the property for sale or rent.
 - use video with functionality truthfully and avoid misleading content.
 - avoid using any agent contact details other than the agency name and any links to websites or other tools with additional functionality
 - adhere to the technical requirements for property videos.
 - avoid using video for unlawful, malicious, or improper purposes to display images or include commentary that:
 - may defame or discredit another person or business;
 - may disclose private, personal or confidential information;
 - may be considered obscene, offensive, menacing or abusive;
 - may infringe the intellectual property rights of others;
 - contain content relating to ethnicity, religion, race and interfaith; or
 - may violate any law, regulation, standard, content requirements or code promulgated by any relevant authority or industry body.

4. WHAT IF THE SUBSCRIBER FAIL TO FULFIL HIS OBLIGATIONS

- (a) If the Subscriber uses the Product/Service in any way that violates the terms and conditions stated herein, the Subscriber is in breach of a material obligation under this Agreement with the Company.
- (b) The Company reserves the right to take corrective action, which may include, but not limited to, terminating or suspending your account, removing a particular listing post, prohibit the publish of a listing post or to bring any other legal or contractually permissible actions.
- (c) The Company may serve a notice to the Subscriber requesting the Subscriber to remedy the same within a specified period, failing which, the Company reserves the right to suspend or terminate the Subscriber's account at any time after the expiry of the specified period.
- (d) Notwithstanding the Company blocks, suspends, revokes and/or terminates the Subscriber's account and/or the listing post for a period of Thirty (30) days or more, the Subscriber shall remain accountable for its contractual obligations until the date of termination or expiration of the agreement with the Company.

NOTE: The information provided in this Product Disclosure Sheet is issued as at February 2024 and will be valid until the next periodical review.