

TERMS OF USE

The terms and conditions of this agreement (“**Agreement**”) govern your use of the services provided by **PROJECT INTERNATIONAL SDN. BHD. (Company No. 202201025726(1471423K)) (“propJECT”)**, a Malaysian entity, either itself or through its subsidiaries or any company within the group of companies of PropJECT’s company structure (“**we**” or “**our**” or “**us**” or “**the Company**”), via the website – <https://www.project.com/>, as well as any other media form, media channel, mobile website or mobile application related, linked or otherwise connected thereto (“**the Platform**”).

The Platform is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, policies, privacy policy and notices set forth below (singularly as “**Agreement**” and collectively as “**Agreements**”). By using the Site, you acknowledged and agreed that you have read, understand, and agree to be bound by the Agreements appearing herein under. Please read the Agreements carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes.

If you do not accept all of these terms and conditions, you are not authorized to use the Platform.

For avoidance of doubt, the Agreement applies to all User of the Platform including but not limited to Property Owner, Potential Purchaser, Tenant and/or Agent (“**User**”).

We may change or otherwise modify the Agreement in the future in accordance with the terms and conditions herein at any time and for any reason, and you understand and agree that your continued access or use of this Platform after such change signifies your acceptance of the updated or modified Agreement. Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference.

We reserve the right to restrict your access to the Platform or part of it. Access to restricted area of the Platform may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may at our sole and absolute discretion withdraw that permission at any time with or without notice (including when you in breach of any of these terms and conditions).

1. Registration

- a) To fully access, experience or to use the Platform, you are required to register an account by providing, among others, your corresponding email address, password, or/and other personal information as required by us, whichever applicable, to become our User.
- b) We reserve the right to seek more personal information or personal details from you for the purpose of the usage of the Platform.
- c) You acknowledge and understand that you shall provide us with accurate, complete, and updated registration information. In the event of any updates of the personal data, you shall take steps to notify us for such update. Failure to do so shall constitute to a breach of the terms and condition of this Agreement, which may result in immediate termination of this Agreement by us at our discretion.
- d) While registering an account, you agree and undertake not to, inter alia:
 - i. use or select a name as account name with the intent to impersonate that person;
 - ii. use or select a name as account name which subject to any rights of a person other than you without appropriate authorization; or
 - iii. use or select a name as account name that is otherwise offensive, vulgar, or obscene.
- e) We reserve the right to refuse registration of or cancel an account at our discretion. You shall be responsible for maintaining the confidentiality of your username and password.
- f) The account is personal to you and shall not be shared with third parties or transferred to third parties.

2. Uploads

- a) User understands that all information (including images, pictures, data, text, music, sound, photographs, graphics, lists, video, messages, or other materials) stored or uploaded in the Platform by you or by any

party authorized by you (“**Authorized Party**”) is the exclusive work and property from whom such upload content is originated.

- b) We do not claim any ownership of your upload. You retain copyright and any other rights you already hold in such content which the Authorized Party submit, post, upload or display on or through the Application. When you submit, post, upload or display content, you grant us a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license (and sub-licensable) to archive the content in accordance with or as reasonably contemplated by this Agreement.
- c) User undertakes that all information (including images, pictures, data, text, photographs, graphics, lists, video, messages, or other materials) stored or uploaded in the Platform by you or by any party authorized by you (“**Authorized Party**”) shall be at all time be genuine and true.
- d) We reserve the right to remove any upload posted by you or Authorized Party without serving a notice to you.

3. **General Guidelines**

- a) The use of the Platform is subject to our general guidelines: -
 - i. You shall be at least 18 years old;
 - ii. You shall comply with all the laws, regulations, rules, policies and guidelines as well as this Agreement and any further guidelines that may be issued by us from time to time;
 - iii. You shall not use any proxy internet protocol addresses (IPs) in order to attempt to hide the use of multiple accounts, disrupt any of our services or to avoid being detected;
 - iv. You shall not be libelous, defamatory, indecent, vulgar, or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;

- v. You shall not affect us adversely or reflect negatively on us, the Platform, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person from using all or any portion, features or functions of the Platform;
- vi. You shall not violate any laws, regulations, judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person;
- vii. You shall not gain unauthorized access to the Platform, other User' accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Platform or to use the Platform in any manner which violates or is inconsistent with any terms and conditions of this Agreement;
- viii. You shall not modify, disrupt, impair, alter, or interfere with the use, features, functions, operation or maintenance of the Platform or the rights or use and enjoyment of the Platform by any other person;
- ix. You shall not collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, in connection with their or your use of the Platform, unless you have obtained the express, prior permission of such other person to do so;
- x. You shall not circumvent or manipulate our fee structure, the billing process, or fees owed to us;
- xi. You shall not post or provide false, inaccurate, misrepresenting, misleading, incomplete, defamatory, or libelous content;
- xii. You shall not take any action that may undermine any ratings system that we may use;
- xiii. You shall not transfer your account and User identification to another party without notifying us and obtain consent from us;
- xiv. You shall not copy, modify, or distribute:

- (a) any content of the Platform, save and except it is authorized by the Company via a sharing function provided.
 - (b) any of our copyright or trademarks.
- xv. You shall not harvest or otherwise collect information about other User, including telephone number, and email addresses, without our consent.
- b) Under no circumstances that we will be liable to any errors, fraudulent act, or omissions of User for damage of any kind incurred as a result of the use the Platform.
 - c) You agree to adhere to our guidelines and if you fail to do so, we reserve our right to suspend or terminate your account without further notice and we shall not be held liable under any circumstances in the event you breached any clause in this Agreement.
 - d) We reserve our rights to change, improvise or amend our guidelines from time to time.

4. Service

- a) We provide an online platform through which the Property Owner and/or Agent may advertise their property for sale and/or rent, including but not limited to residential property, commercial property, and industrial property ("Property") in order for the Potential Purchaser and/or Purchaser Tenant to view the Property's listing ("Service").
- b) By purchasing credits from our Platform and making payment in accordance with the Product Disclosure Sheet, you will be giving access to our Platform for the listing of the Property.
- c) For the purpose hereof, you unconditionally agree that we are not obliged to refund to you any monies paid to purchase the credit if you are not satisfied with the Services provided by us and/or intend to terminate this Agreement prior to the full utilization of the Services.

5. **Possible Technical Problem**

- a) We may block, suspend, delete, or cancel an advertisement post by the User if our computer system is damaged or interfered with any uncontrollable factors including but not limited to computer virus, corrupted data and malfunctions and reserve the right to repost or republish the advertisement after such technical problem is rectified.
- b) We shall not be liable or responsible for any loss, damage (whether special or consequential), embarrassment, goodwill expenses or loss of profit incurred or suffered by the User pursuant to any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of the Company.

6. **Reviews and Comments**

- a) By submitting content to the Platform including any reviews, photos, videos, questions, comments, suggestions, ideas or any submissions (“**Submissions**”), you grant us a non-exclusive, royalty-free, perpetual, transferable, irrevocable to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout any media now known or hereafter devised. In furtherance thereto, we may choose to provide attribution of your comments or reviews at our discretion.
- b) We reserve the right to edit or control any Submissions posted to us (including any chat rooms, rating system or other communications medium provided by us) submitted by User, and we shall by no mean responsible or liable for any Submissions.
- c) We reserve the right for any reason in its sole discretion to remove or to make copy of any Submissions without notice any User. (we may randomly delete any private information such as name or contact no of landlord/agent/tenant in their submission which is open to public)
- d) Any Submissions submitted by User shall not represents us, and User shall deliberately indemnify us from any damages caused by misrepresentation or false statement contained in the Submissions.

7. **Notification**

Any notice, request or demand required to be served to the User shall be in writing and shall be deemed to sufficiently served if it is sent to the User' email address registered with the App and Web. In the event of any updates of the email address, you shall take steps to notify us for such update.

8. **Privacy**

When you use the Platform, we will collect, store and use certain information as described in our **Privacy Policy**.

9. **Confidential Information**

- a) We will not disclose any information made available to us or by Authorized Party, includes but not limited to all information contained within our reporting systems and other performance metrics and any other technical or programming information we disclose or make available to you directly or indirectly, whether in writing, orally or visually ("**Confidential Information**").
- b) Confidential Information does not include information other than information that:
 - i. is or becomes publicly known and generally available other than through your action or inaction; or
 - ii. was already in your possession (as documented by written records) without confidentiality restrictions before you received it from us.
- c) You acknowledge, consent and agree that we may process, access, preserve and disclose your account information and content for the purpose to provide Services or if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
 - i. comply with legal process;
 - ii. enforce this Agreement;
 - iii. respond to claims that any content violates the rights of third parties;
 - iv. respond to your requests for customer service; or

- v. protect our rights, property or personal safety, our User and the public.

10. Our Intellectual Property Rights

- a) You acknowledge that we own all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), in and to the Application and Web, and that you will not acquire any rights, titles, or interests in or to the Platform except as expressly set forth in this Agreement.
- b) You shall not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Application and Web or proprietary information related thereto.
- c) You shall not remove, obscure, or alter our copyright notice or other proprietary rights notices affixed to or contained in the Application or Web by any means which amounting to unauthorized, and unlawful access into our back-end system.
- d) "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trade mark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.

11. Limitation of Liability

- a) You expressly agree that we, our directors, officers, shareholders, employees, representatives, consultants, agents, contractors, and/or distributors (if any) will not be liable for any loss of profits, data, or for any other indirect, special, incidental, punitive, consequential damages arising out of or in connection with this Agreement or other intangible losses, however caused, and under whatever cause of action or theory of liability brought resulting from: -

- i. your access to or use of or inability to access or use the Platform;
 - ii. any conduct or content of any third party on this Platform, including without limitation, any defamatory, offensive or illegal conduct of other User or third parties;
 - iii. inaccuracy or omission of the information that may be extracted from the Platform;
 - iv. any content obtained from the Platform that uploaded by User; and
 - v. unauthorized access use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- b) If you are dissatisfied with any aspect of the Platform, or with any of these terms of use, your sole and exclusive remedy is to seek for dispute resolution process as stipulated in this Agreement or discontinue your access and/or use of the Platform.
 - c) You acknowledge that we shall not be able to accurately confirm the identity of other registered User or prevent them acting under false pretenses or in a manner that infringes the rights of any person.
 - d) You must ensure that your access to this Platform and the Service is not illegal or prohibited by laws that applicable to you.
 - e) You must take your own precautions to ensure that the process that you employ for accessing this Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. You shall deliberately indemnify us for any interference or damage to any computer system that arises in connection with your use of the Platform or any linked website.

12. Marketing and Notifications

- a) The Platform may display third party advertisements and promotions. A display of third-party advertising does not imply an endorsement or recommendation by the Company. By accepting this Terms and Conditions, you hereby explicitly consent and agree for us to send you information containing third party advertisements and promotions related to our Services and services of our affiliates and partners from time to time. As consideration for access and use of the Platform, you agree that we may place third party advertising on the Platform at our sole discretion. You agree that we may change the manner, mode and extent of third party advertising on the Platform without further notice.
- b) You may unsubscribe by contacting us or by using the unsubscribe option in the email updates that we have forwarded to you, as stipulated in our Privacy Policy.

13. **Indemnity**

You agree to indemnify, and hold us, our agents, affiliates, shareholders, subsidiaries, directors, officers, employees, and applicable third parties (e.g. syndication partners, licensors, licensees, consultants and contractors) ("**Indemnified Person(s)**") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from your use of the App and Web, the use of the Services and/or your breach of any term of this Agreement.

14. **Disclaimers**

- a) The services are provided "as is" and "as available." we disclaim all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b) We do not represent or warrant that: -
 - i. access to the Platform or any part of it, will be uninterrupted, reliable or fault-free; and

- ii. the accuracy, completeness, and reliability of the contents that uploaded by other User and the ancillary service providers as reflected in the Platform in relation to our Services and the ancillary services provided by ancillary service providers.
- c) We will use our best endeavor to back up all data stored in our server or generated by the Platform. You shall be responsible for keeping an independent backup of all data stored or generated. You are also responsible for maintaining accurate data. However, in the event that your records do not correspond with our records, our record shall prevail.
- d) You agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

15. Force Majeure

We shall not be liable to you for any breach for any reason of any delay in performing or failure to perform any due to any cause beyond our reasonable control, including but without limitation to acts of god, war, explosions, flood, acts of restriction, regulations, by-laws, or measures of any kind on the part or governmental parliamentary or local authority, import or export regulations or embargoes, riot, terrorist attack, threat or preparation of war, interruption of production or operation line, difficulties in obtaining raw materials labour, fuel parts, or machinery break down etc.

16. Suspension and Termination

- a) We may suspend or terminate your access to all or any part of the Platform at any time, with or without cause, effective immediately. You may terminate your use of the Platform at any time, provided that all provisions of this Agreement, which shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
- b) We will suspend or terminate your access to the site if you are classified to be, in our sole discretion, a repeat infringer of this Agreement.
- c) We also reserve the right to suspend or cancel your account that has been inactive for a period of time.

- d) We may, but shall not be obligated to, reasonably issue you advance infringement warning notice(s) via registered email, if you have violated this Agreement prior to suspension or termination of your account.

17. After Termination

- a) In the event that this Agreement terminates for whatsoever reasons, the following shall be applicable: -
 - i. your access to the Platform shall immediately be terminated;
 - ii. we reserve the right to permanently dispose and delete any data held in your registered account without further reference to you; and
 - iii. any claim which either party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have occurred prior to such termination shall not be affected or prejudiced.

18. Modification

- a) We reserve the right to change our terms and conditions herein from time to time. We may change any or all aspects of services provided by the Platform at any time and without notice. Nothing in this Agreement will constrain how we operate our business. You shall be responsible to monitor any such modifications from time to time.
- b) If the alterations constitute a material change to our terms and conditions, we will notify you by posting a notification via App or via web notice. Usage of the Services by you following such notification constitutes your acceptance of the terms and conditions as modified.
- c) What constitutes a “material change” will be determined at our sole discretion, in good faith and using common sense and reasonable judgment.

19. Dispute

- a) If you are dissatisfied with our Services and you are unable to resolve such dissatisfaction with our contact personnel, you may email a written enquiry to show your dissatisfaction at cs@proproject.com. A formal written response will be sent to you to resolve the issues.
- b) The decision of the arbitration shall be final and conclusive.
- c) Laws of Malaysia shall be the governing law in this Agreement.
- d) If you have a dispute with one or more User, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Nevertheless, you may inform us of such dispute for our records, but we are not responsible to resolve or arbitrate or mediate such dispute.
- e) Time is of the essence of this Agreement whenever mentioned.

20. Third Party Sites

The Platform may contain links to third-party web sites (“**Third-Party Sites**”) and third-party content (“**Third-Party Content**”) as a service to those interested in this information. You may use the links to Third-Party Sites, and any Third-Party Content therein, at your own risk. We do not monitor or have any control over, and make no claim or representation regarding, Third-Party Content or Third-Party Sites. We provide these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply our endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content.

21. Severability

This Agreement shall be read in conjunction with Privacy Policy, and shall be read as one. This Agreement shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable, in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable: -

- a) That term and condition shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
- b) If the term and condition or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

Dated: 22nd March 2023