

TERMS OF USE

The terms and conditions of this agreement (“Agreement”) govern your use of the services provided by e PropMISE Sdn. Bhd. (Company Registration No. 202201027633 (1473330H)), a Malaysian entity, either itself or through its subsidiaries or any company within the group of companies of our company structure (“**propMISE**”, “**we**”, “**us**” and/or “**our**”) via the website – [www.propMISE.com] (which includes the Chatbot) . For the avoidance of doubt, the term of the Site shall include its respective components, processes, and design in its entirety.

The terms and conditions stated herein constitute a legally binding Agreement made between you, whether personally or on behalf of an entity (“you”) and PropMISE Sdn. Bhd. (“**propMISE**”, “**we**”, “**us**” and/or “**our**”), concerning your access to and use of the www.propMISE.com website as well as any other media form, media channel, mobile website or mobile application related, linked or otherwise connected thereto (collectively, the “**Platform**”).

By accessing the Platform, you acknowledge and agree that you have read, understood, and agree to be bound by all the Agreement appearing herein under. For avoidance of doubt, this Agreement applies to all users of the Site (“the Users” or “you”). If you do not accept all these terms and conditions, you are not authorized to use the Platform.

Supplemental terms & 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, in our sole discretion, to make changes or modifications to this Agreement at any time and for any reason. Your continued use of the Platform constitutes your acceptance of and agreement to be bound by the current Agreement which include changes that may be made from time to time. Should you disagree with this Agreement, please discontinue your access and usage of the Platform.

We reserve the right to restrict your access to the Platform or part of it. Access to restricted areas 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 breach any of these terms and conditions).

Please read the Agreement 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.

1. INTELLECTUAL PROPERTY RIGHTS

1.1. This Platform including its text, pictures, videos, look and feel, and content (with the exception of contributed content by Users) contains proprietary and or confidential information that is protected by applicable intellectual property and other laws. We

and/or our licensors are the sole and absolute owner of these rights, title and interest in and to their applicable contributions to this Platform. You may not print or otherwise make copies of any such content without our express prior permissions.

- 1.2. The Platform, any materials thereof and all contents therein are protected by copyright, trademarks, database rights and other intellectual property rights, as applicable which are the property of propMISE and/or its holding company and/or its subsidiaries and/or the subsidiaries of its holding company. As such, they may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of propMISE.
- 1.3. Save and except with propMISE' prior written consent, you may not insert a hyperlink to the Platform or any part thereof on any other website, mobile application or "mirror" or frame the Platform, any part thereof, or any information or materials contained in the Platform on any other server, website, or webpage.
- 1.4. All trademarks, service marks and logos used in the Platform are the property of propMISE and/or the respective third-party proprietors identified on the Platform. No licence or right is granted and your access to the Platform and/or use of the services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademarks, service marks or logos appearing on this Website without the prior written consent of propMISE or the relevant third party proprietor thereof. Save and except with propMISE prior written consent, no such trademark, service mark or logo may be used as a hyperlink or to mark any hyperlink to the Platform or any part thereof.
- 1.5. You may retrieve and display the contents on a computer screen, mobile phone screen, tablet screen (or equivalent), store such contents in electronic form on disk (but not any server or other storage device connected to a network), download, or print copies of such contents for your own use, provided you keep intact all and any copyright and proprietary notices. You may not reproduce, modify, copy, or distribute or use for commercial purposes any of the contents without written permission from propMISE.

2. REGISTRATION, SUSPEND OR CANCEL OF ACCOUNT

Registration

- 2.1 To use, gain access or experience the Platform's full range of features offered and made available, you shall be prompted to complete the registration process in order to establish a user's account by providing, among others, your corresponding email address, password, or/and other personal information as required by us, whichever is applicable. (**"the Registration Information"**).

- 2.2 We reserve the right to seek more personal information or personal details from you for the purpose of the usage of the Platform.
- 2.3 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.
- 2.4 You understand that all Registration Information including images, pictures, data, text, photographs, graphics, lists, video, messages, or other materials stored or uploaded in Platform by you or by any party authorized by you ("**the Authorized Party**") is the exclusive work and property from whom such upload content is originated.
- 2.5 We do not claim any ownership of any Registration Information you upload. You shall retain copyright and any other rights you already hold in such content which you or the Authorized Party submit, post, upload or display on or through the Platform. When you or the Authorized Party submit, post, upload or display content, you shall give 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.
- 2.6 We reserve the right to remove any upload posted by you or Authorized Party without serving a notice to you.
- 2.7 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.
- 2.8 The account is personal to you and shall not be shared with third parties or transferred to third parties without notifying us and obtain consent from us.
- 2.9 We may suspend or cancel your access to your account of the Platform immediately at its reasonable discretion, or if you breach any of your obligations under these terms and conditions.
- 2.10 We will take reasonable efforts to notify you by the email address provided by you to us of such suspension or cancellation, or to notify you at your next attempt to access your account.

- 2.11 You may cancel your account at any time by making a withdrawal request in writing at cs@propromise.com so that we can guide you on the cancellation procedure accordingly.
- 2.12 The suspension or cancellation of your account and your right to use the Platform shall not affect either party's statutory rights or liabilities nor shall it be deemed or construed as a waiver of our rights to take any action against you for any loss and damages suffered as a result of your breach of these terms and conditions.

3. GENERAL GUIDELINES

3.1 The use of the Platform is subject to our general guidelines: -

- 3.1.1 You shall be at least 18 years old;
- 3.1.2 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;
- 3.1.3 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;
- 3.1.4 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;
- 3.1.5 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;
- 3.1.6 You shall not gain unauthorized access to the Platform, other Users' 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;
- 3.1.7 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;

- 3.1.8 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;
- 3.1.9 You shall not circumvent or manipulate our fee structure, the billing process, or fees owed to us;
- 3.1.10 You shall not post or provide false, inaccurate, misrepresenting, misleading, incomplete, defamatory, or libelous content;
- 3.1.11 You shall not take any action that may undermine any ratings system that we may use;
- 3.1.12 You shall not transfer your account and Users identification to another party without notifying us and obtain consent from us;
- 3.1.13 You shall not copy, modify, or distribute: -
 - (a) Content of the Platform or
 - (b) Any of our copyright or trademarks;
- 3.1.14 You shall not harvest or otherwise collect information about other Users, including telephone number, and email addresses, without our consent;
- 3.2 Under no circumstances that we will be liable to any errors, fraudulent act, or omissions of Users for damage of any kind incurred as a result of the use the Platform.
- 3.3 You must take your own precautions to ensure that the process that you employ for accessing the 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.
- 3.4 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.
- 3.5 We reserve our rights to change, improvise or amend our guidelines from time to time.

3.6 In the event that this Agreement terminates for whatsoever reasons, the following shall be applicable: -

- (a) Your access to the Platform shall immediately be terminated;
- (b) We reserve the right to permanently dispose and delete any data held in your registered account without further reference to you; and
- (c) 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.

4. PASSWORD AND SECURITY

- (a) You are responsible for maintaining the security and confidentiality of the log in access (e.g E-mail, User-ID, PW etc.) upon your registration with our Platform and are fully responsible for all activities that occur under your password or account.
- (b) When you register to use the Platform, you will receive email notification to activate your account. In order to prevent fraud, you are responsible for keeping your password strictly confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password, you should notify us by contacting cs@propmise.com immediately. propMISE shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Clause 4.
- (c) If propMISE has reason to believe that there is likely to be a breach of security or misuse of the Platform, propMISE may require you to change your password or suspend your account.

5 GRANTING OF LICENSE TO USE THE PLATFORM

5.1 Your permission to use the Platform is personal to you and revocable, limited, non-exclusive and non-transferable, and you may not use the Site for commercial purposes. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Site except as otherwise expressly provided in the Agreement or as specifically authorized in a separate written agreement. Your use of the Platform and all related products and services is conditional on your compliance with the rules of conduct set forth in these terms and conditions and you agree that you shall not: -

- (a) use the Platform for any fraudulent or unlawful purpose;

- (b) use the Platform to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights, rights of publicity or intellectual property rights;
- (c) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform;
- (d) interfere with or disrupt the operation of the Platform or the services or networks used to make the Platform available; or violate any requirements, procedures, policies, or regulations of such networks.

For the purpose hereof, other than the license to use the Platform granted, no other license or right is hereby granted to you.

6 GOVERNING LAW AND ENTIRE AGREEMENT

This Agreement, together with our Privacy Policy and Notice, shall constitute the entire agreement between you and us in relation to your use of the Platform and shall supersede all previous agreements between you and us in relation to your use of the Platform. This Agreement shall be governed by and construed in accordance with the laws of Malaysia and parties irrevocably submit to the jurisdiction of the courts of Malaysia to hear and determine any dispute or differences out of and/or in connection to this Agreement.

7 PRIVACY POLICY AND NOTICE

7.1 In the course of you using this Platform, we may collect and use information about you in accordance with our Privacy Policy and Notice.

7.1.1 COLLECTION OF INFORMATION

PropMISE ensures that its policies and practices in relation to the collection, use retention, transfer and access of personal data comply with the data protection principles and all relevant requirements of the Personal Data Protection Act (the "Act") under the laws of Malaysia.

PropMISE collect and stores personal and non-personal information about you when you visit the Site and use the Services. Information will be collected directly when you provide it to us, automatically when you log in as a result of your use and access to the Services, and through third-party sources such as Google and through your interactions with us on social media websites.

When you use the Platform, propMISE will record your visit only, and your personally identifiable information ("personal data", i.e. information that is about you and identifies you including, but not limited to, your full name, government issued ID number, email address, phone number, correspondence address, and payment information) will not be collected until you register with propMISE.

7.1.2 USAGE OF INFORMATION

PropMISE may use information provided by you or information collected for the following purposes and for other purposes as may be agreed between you and PropMISE or required by law from time to time: -

- providing services and allowing PropMISE to administer, operate, maintain, and improve the performance of services and other services provided by PropMISE's affiliates;
- processing and fulfilling your orders, payment instructions and/or credit facilities;
- providing products delivery and services to you;
- verifying and/or checking your payment and/or credit information in relation to the provision of Services;
- conducting data analysis to enable PropMISE to better understand your buying behavior;
- designing or developing new services to be provided by PropMISE;
- communicating with you;
- organizing trainings or seminars or other development programs;
- investigating complaints and suspicious or unauthorized transactions;
- preventing or detecting crimes or illegal behaviors.
- For security and internal audit purposes.

7.1.3 Cookies

Most browsers automatically accept cookies, but you can usually adjust yours (Microsoft Internet Explorer or Google Chrome) to notify you of cookie placement requests, refuse certain cookies, or decline cookies completely. If you turn off cookies completely, there may be some website features that will not be available to you, and some web pages may not display properly.

7.2 Dispute Resolution

Any dispute, claim or controversy arising out of or in connection with these terms and conditions or Platform, which cannot be resolved amicably in good faith through negotiation shall be referred to and settled by mediation. Only if parties fail to

compromise within 30 days from the date of written notice of the dispute, then any such dispute, claim or controversy shall be finally decided by the associated lawyer of PropMISE.

7.3 No Unlawful or Prohibited Use

Your continual usage of the Platform is conditional upon your compliance with all applicable laws, statutes, ordinance, and regulations regarding your use of our service and any related activities. In addition, you warrant that you shall not use this Platform for any purposes that is unlawful or prohibited in law or by these terms, conditions, and notices. You may not use the Platform for any of the following purposes: -

- i. any activities that violate the Agreement, any payment provider's terms of service and/or any other relevant third party's terms of use;
- ii. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
- iii. transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations, or code of practices;
- iv. interfering with any other person's use or enjoyment of the Platform;
- v. access, tamper with, or use non-public areas of the Platform, propMISE computer systems, or the technical delivery systems of propMISE providers;
- vi. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- vii. access or search or attempt to access or search the Platform by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions);
- viii. forge any TCP/IP packet header or any part of the header information in any email or posting;
- ix. interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Website, or by scripting the creation of the Contents in such a manner as to interfere with or create an undue burden on the Platform; and/or
- x. carry out any activities or induce anyone to undertake any action which may (i) hinder or factually obstruct the operation of the Platform or the provision of propMISE services; (ii) impose any threat to its reputation; and/or (iii) result in any detrimental effects on its business, affiliates, employees, agents, management, or relationship with any third party.

In the event of any of the above in Clause 7.3, propMISE reserves the right, at all times, to remove or refuse to distribute any of the material on the Platform, to suspend or terminate you, and to reclaim your User Account without any liability to us at any time without prior notice.

You will be responsible for any losses and costs incurred by propMISE resulting from your breach of this Clause 7.3

7.4 SECURITY

We take reasonable steps to ensure that the personal information we collect about you remains accurate, timely and secure. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure and while we strive to protect your personal information, we cannot guarantee or warrant its complete security. We shall not be responsible for harm that you or any person may suffer as a result of a breach of confidentiality in respect to your use of the Site or any information you transmit to the Platform.

7.5 DISCLOSURE

- (a) PropMISE may disclose and transfer (whether in Malaysia or abroad) your personal data for such purposes stated in the previous section to the following parties: -
- other companies, agents, or contractors that perform services on its behalf or provide related services to PropMISE (including, but not limited to, administrative, data processing, distribution, research, professional, or telecommunications) to PropMISE (such as giving the shipping company your address for delivery of your order) who are under a duty of confidentiality to PropMISE;
 - other Distributors or sponsors; and
 - any affiliates of PropMISE, whether in or outside Malaysia
- (b) PropMISE does not share information with outside parties except to the extent necessary to complete the services provided.
- (c) PropMISE will also disclose and transfer your personal data when it is reasonably necessary to comply with laws, regulations, and law enforcement and government request.
- (d) PropMISE will not disclose or transfer your personal information in ways unrelated to the foregoing without asking for your consent or providing you an opportunity to opt-out. If you do not wish PropMISE to transfer your personal data for direct

marketing purposes, please inform PropMISE's Customer Service Department at cs@propmise.com

8. DISCLAIMERS AND EXCLUSION OF LIABILITY

- 8.1 The Platform and its use are provided by us on an "as is, where is" and "as available" basis without warranties of any kind.
- 8.2 Whilst propMISE endeavour to ensure that information and materials on the Platform are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose, error-free and, to the extent permitted by law, it does not accept any liability for any errors or omissions.
- 8.3 Whilst propMISE endeavour to make the Platform available 24 hours a day, it shall not be liable for any reason the Platform is unavailable for any time or for any period. propMISE makes no warranty that your access to the Platform will be uninterrupted, timely or error-free, or will be free of viruses, worms and/or other harmful or invasive elements. Due to the nature of the Internet, this cannot be guaranteed. In addition, propMISE may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.
- 8.4 Further, propMISE does not guarantee that the Platform will be compatible with all hardware and software which you may use. propMISE shall not be liable for damage to, or viruses or other codes that may affect, any computer or phone equipment, software, data or other property as a result of your access to or use of the Platform.
- 8.5 Neither propMISE nor any of its directors, officers, employees, members, representatives, affiliates, agents, parent(s), subsidiaries, successors and assigns shall be liable for any loss, expense or damages whatsoever nature and howsoever incurred or arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or savings arising in connection with your access or use or the inability to access or use the Platform (or any part thereof), reliance on the information contained in the Platform, reliance on the Platform and tools provided on the Platform, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise, even if propMISE has been advised of the possibility of such damages or loss.
- 8.6 This exclusion clause shall take effect to the fullest extent permitted by law and shall apply even after you cease to access and/or use the Platform.

9 INDEMNITY

You agree to defend, indemnify and hold us including our management, employees, subsidiaries, representatives and affiliates harmless from and against all liabilities, damages, claims, actions, penalties, costs and expenses (including legal fees) and all detrimental consequences, which may be suffered or incurred by us as a result of or in connection with or arising out of: -

- information you submit, post, transmit or make available through the Platform;
- from your breach of any of these terms and conditions;
- your use of the Platform or the Contents;

any non-compliance with or violation of any prevailing laws and regulations, government's policies, directives and court verdicts or arbitral awards of any judicial bodies including infringement of any third party's rights committed by or which involves you and/or your affiliates, employees or related parties in or after the use of our services or during the access to, use of or browsing on the Platform.

10 THIRD PARTY LINKS

10.1 This Platform may contain hyperlinks to other websites which are not maintained by propMISE (the "External Websites"). Such hyperlinks are provided solely for the convenience of users. propMISE is neither responsible for the contents, accuracy, continuity or security of the External Websites, nor for any goods or services offered on the External Websites, and shall not be liable for any injury, damage, expense or loss arising from access to or use of the External Websites. Use of such hyperlinks is entirely at your own risk.

10.2 Links to third party websites and services do not constitute an endorsement by us of such websites or services, or the information, products, advertising or other materials made available by such third parties. In addition, propMISE is not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of such Contents, information, products or services available on or through such linked websites. propMISE shall also not be considered associated or affiliated with any trade or service marks, logos, insignia or other devices (not owned by, licensed to, or controlled by propMISE) used or appearing on the External Websites.

10.3 Notwithstanding anything else set out in this Agreement, unless expressly permitted in writing by propMISE on a prior basis the following are strictly prohibited:

- hyperlinking to, or framing of, the Platform or any of the Contents;
- using any robot, web-crawler, spider, or any other automatic device, or manual process to monitor or copy any pages within the Platform or its Contents;

- using any device, software or routine to interfere or attempt to interfere with the proper working of this Platform; and
 - any action that imposes an unreasonable or disproportionately large load on propMISE servers.
- 10.4 Your hyperlinking to, or framing of, any part of the Platform or any of the contents constitutes acceptance of our terms & conditions (as may be amended from time to time). If you do not accept our terms & conditions, you must discontinue hyperlinking to, or framing of, the Platform or any of the contents. For the avoidance of doubt, this Clause 10 shall not be construed as dispensing with or prejudicing the need to seek propMISE prior written permission for hyperlinking to, or framing of, the Platform or any of the Contents as described in Clause 10.3 above.
- 10.5 We shall be entitled to disable any hyperlink to, or frame of, the Platform or any of the contents at any time, notwithstanding any prior permission that may have been given by us.
- 10.6 We may amend or change the URL of the Platform at any time including any content or information therein. Under no circumstances is propMISE obliged to inform, or give prior notice to, parties / persons who have hyperlinked to or framed the website or any of the contents about the amendment or change of the website's URL, content or information therein.

11 SEVERANCE

If any provision of the terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of these terms and conditions. We will unilaterally decide in its sole discretion a substitute provision, without having to notify or secure any approval of you, which is valid and enforceable and achieves to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.

12 ACKNOWLEDGEMENT

You agree that you will use or are using the Platform and the services at your own risk. propMISE does not and will not warrant or represent: -

- that any and all information on its platform, website, marketing material or in any documentation that propMISE prepared including the contents are accurate, valid, correct, current, reliable, verified, complete, or error-free;
- that the Platform (including any functions associated therewith) or the contents will be uninterrupted or error-free, or that defects will be corrected, or that the Platform or its server is or will be free of viruses, worms and/or other harmful or invasive elements, or that the download, installation or use of any software of the Platform or the contents in or with any computer or device will not affect the functionality or performance of the computer or device;
- that the Platform will be protected against any malicious attack or that data will not be compromised under such attack;
- as to the functionality, operability, accessibility, accuracy, correctness, completeness, reliability, up-to-dateness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, of the Platform and the contents;
- the success of any outcome, dealings, or transaction on the Platform;
- that all applications for financings on the Platform will be approved or granted;
- that the creditworthiness, genuineness and trustworthiness of any Users

and therefore propMISE will not indemnify you nor provide any forms of compensation whatsoever, whether expressly or implied, unless, to the extent applicable or expressly stated otherwise herein, that it is proven by a final and binding court decision that such are attributable to propMISE gross negligence, fraud or wilful misconduct.

13 NOTICES AND ELECTRONIC COMMUNICATION

You consent to receiving communication from us electronically and you agree to propMISE use of electronic communication to enter into agreements and communicate with you in accordance with the Electronic Transactions Act. All notices or other communications given to you if communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast.

14 DISPUTE RESOLUTION AND APPLICABLE LAW

14.1 This Agreement shall be governed by and interpreted in accordance with the laws of Malaysia.

- 14.2 If you have any questions or complaints, you may write to us using the “Contact Us” details on our Platform.
- 14.3 If the dispute remains unresolved, the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia to settle any disputes which may arise out of or in connection with these terms and conditions.

15. INTERNATIONAL USE

propMISE makes no promise that materials on the Platform are appropriate or available for use in locations outside of Malaysia and accessing the Platform from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Platform from locations outside of Malaysia, you do so on your own initiative and are responsible for compliance with the local laws.

16. MISCELLANEOUS

- 16.1 You may not transfer any of your rights under this Agreement to any other person. propMISE may transfer its rights under this Agreement to another business where it reasonably believe your rights will not be affected.
- 16.2 If you breach these terms and conditions, no failure or delay by propMISE to exercise any right or remedy provided under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 Any notice, request or demand required or permitted under this Agreement shall be sent by electronic means, and shall the Users shall be deemed to have received within twenty four (24) hours after the time of sending the notice or request.
- 16.4 Time is of essence for each and every provision of this Agreement.
- 16.5 We shall reserve our rights to amend, update and revise the terms and conditions stated herein from time to time at our absolute discretion. We may change any or all aspect 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.

Date: 9th February 2023