

## TERMS OF USE

By using or accessing [www.rentguard.com.my](http://www.rentguard.com.my) or any other website operated by **RENTGUARD SDN. BHD. (Company No. 1198485-V)** ("RentGuard", "we", "us" and/or "our"), you acknowledge that you accept and agree to be bound and abide by the following terms and conditions, as well as our Privacy Policy (collectively, the "**Terms**") that govern your access to and use of [www.rentguard.com.my](http://www.rentguard.com.my), including any content, functionality and services offered on or through [www.rentguard.com.my](http://www.rentguard.com.my) (the "**Website**" and interrelated "**Platform**"), whether as a guest or a user. If you do not fully agree to the Terms and any other terms and conditions posted or linked to the Website, you are not authorized to access or otherwise use the Website. Under these Terms, "use" or "access" of the Website specifically includes any direct or indirect access or use of the Website or any cached version of the Website and any direct or indirect access or use of any information or content on the Website, regardless of how obtained and the term "Website" includes, without limitation, any cached version thereof.

PLEASE NOTE THAT THERE ARE VARIOUS SERVICE USE SCENARIOS FOR THE WEBSITE/PLATFORM INCLUDING RENTAL APPLICATIONS, TENANT SCREENING AND RENT PAYMENTS. RENTGUARD PROVIDES A MANAGEMENT AND PROCESSING PLATFORM THROUGH A WEBSITE FOR THOSE VARIOUS SERVICE USE SCENARIOS. WE ARE NOT A PARTY TO ANY AGREEMENT OR CONTRACT WHETHER ORAL OR WRITTEN ENTERED INTO BETWEEN OWNER, AGENCY, AND USER. NEITHER ARE US A BROKER OR AGENT OR INSURER OR HAVE ANY AFFILIATED INTEREST IN ANY PARTICULAR USE. ALL USE OF INTERACTIVE SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS OF THOSE INTERACTIVE SERVICES FOUND BELOW. WE HAVE NO CONTROL WHATSOEVER OVER THE CONDUCT OF OWNER, USER AND OTHER USERS OF THE WEBSITE OR ANY APPLICATION OR SERVICE OR ANY THIRD PARTY LINKS OR WEBSITE AND DISCLAIM ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Please read through all the Terms carefully. The Terms constitute a legally binding agreement between you and RentGuard. You are not authorized to use this Website unless you are at least 18 and able to enter into legally binding contracts. You fully understand that any access to and/or use of the Website by anyone below the age of 18 years is expressly prohibited. By using this Website, you represent and warrant that you are of legal age to form a binding contract with RentGuard and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### 1. **Changes to the Terms**

1.1 We reserve the right, at our sole and absolute discretion to change, suspend or discontinue any aspect of the Website at any time from time to time including the availability of any features, data or contents and may also impose limits on certain features or services or content or restrict your access to parts of the Website without any notice or liability.

- 1.2 We reserve the right to update, modify, vary and/or change any and/or all of these Terms without your consent at any time from time to time at our sole and absolute discretion without any prior notice to you and without any liability to you. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.
- 1.3 Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. The Terms and any and all other notices or additional conditions or policies published by RentGuard on the Website shall constitute and be the sole and entire agreement and contract between you and RentGuard on the use of the Website.

## **2. Accessing the Website and Account Security**

- 2.1 We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole and absolute discretion without any notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.
- 2.2 You are responsible for:
- a) Making all arrangements necessary for you to have access to the Website.
  - b) Ensuring that all persons who access the Website through your internet connection are aware of the Terms and comply with them.
- 2.3 To access the Website or some of the services it offers, you must provide your full name as stated in national registration identity card, a valid contact number, a valid email address, details of banking account and any other information requested in order to complete the sign up process and/or to use the services provided by the Website. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete and you will keep your these information accurate and up-to-date. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. We reserve the right not to create accounts if the request contains made-up data.
- 2.4 If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You are responsible for maintaining the security of your account and password. RentGuard cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You are also responsible for all activities that occur under your account. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion

for any or no reason, including if, in our opinion, you have violated any provision of the Terms.

- 2.5 We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole and absolute discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms.

### **3. Payment Terms**

- 3.1 Using the Platform to pay your rent to the landlord with direct debit method from your current/savings account via PayNet and/or such other payment gateway may be subject to fees for registration and use of the direct debit service (“Fees”). A copy of the tenant’s credit report and/or the tenant’s background screening report can be ordered and shared with a single prospective landlord for a one-time fee, as provided in the Website.
- 3.2 Our fees are quoted in Ringgit Malaysia and non-refundable, and you are responsible for paying them when they’re due failing which we may limit your ability to use the services. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. If you don’t want to pay the new fees, you can cancel the service anytime. We don’t offer refunds for fees you’ve already paid.
- 3.3 RentGuard uses PayNet and/or such other payment gateway to execute online direct debit transactions. By signing up for this feature of the Platform, you agree to sign the direct debit form and to be bound by the terms of use of PayNet, available at <https://paynet.com/terms-of-use/> and/or such other payment gateway. This may be updated from time to time. For avoidance of doubt, if any payment you initiate using the Platform does not successfully complete, the payee reserves the right to seek payment from you via or outside the Platform. Any authorization you provide to make repeating automatic payments using the Platform will remain in effect until cancelled.
- 3.4 If you are a tenant subscribing to the direct debit service, you will be billed monthly by direct debit from the bank account you have submitted to us. The rental is billed in advance on a monthly basis and is non-refundable. Tenants who have been approved to pay their subscription annually in advance must provide valid billing details in the direct debit form to allow automatic collection of annual subscriptions. Where payment collection has failed and a suspended subscription is to be resumed at a later date on the existing account, all tenants shall pay the full amount for the continuous subscription period, including any period during which the account was suspended.
- 3.5 You will be notified of non-payment or any other problems quickly through RentGuard reporting system. You acknowledge that RentGuard shall be responsible only in providing automated summaries of funds collected as well as automated alerts when rent is not paid, by way of email or some other form of electronic notification and that RentGuard shall not be liable to any dispute or any legal procedures relating to the non-payment of the rental by the tenant to the landlord and/or recovery of the same.
- 3.6 By providing us with details of your banking account or other payment information, you authorize us to use it and disclose it to PayNet and/or such other payment

gateway for the purpose of processing the payments you authorize in the Platform. RentGuard, PayNet and/or such other payment gateway may also aggregate your information for other purposes, but only in ways that don't identify you personally or disclose any personal information about you, and may disclose your personal information when necessary to comply with the law.

- 3.7 We never take custody of money you transfer using the Platform and we shall not be responsible for what recipients do with the payments you make. If a payor or payor's bank or card issuer initiates a reversal, chargeback or dispute of a payment made to you, you authorize us to reverse or otherwise debit funds from your account in accordance with applicable financial institution and network policies and procedures. In the event we are unable to reverse or otherwise debit funds from your account, you agree promptly to deposit such funds upon our request. We may also initiate a reversal or other debit, or take other actions we determine to be appropriate, if we believe fraud or other abuse of the Platform has occurred.
- 3.8 We allow landlords to request a credit report and/or a background check report from prospective tenants using the Platform. When a landlord makes such a request, we will give the prospective tenant the option to order a single-use copy of his or her credit report and/or background check report and to share it with the requesting landlord. To provide this service of the Platform, we may ask for your national registration identity card number and other personally identifying information (such as information about other creditors you have had), which we will share with our third-party credit reporting agency for the purposes of preparing and sharing reports and verifying your identity.
- 3.9 If you are a landlord requesting a credit report or a background check report from a prospective tenant, you certify that you are making such request, and will use such report, for the purpose of your own evaluation of the prospective tenant in connection with that tenant's rental application and for no other purpose. If you are a tenant ordering a credit report or background check report, you certify that you are ordering such report, and will use such report, for the purpose of furnishing the report to a prospective landlord in connection with your rental application and for no other purpose. You agree not to share any credit report or background check report obtained through RentGuard with anyone other than as allowed using the sharing mechanism on the Website.
- 3.10 Credit-report and background check report functionality is provided by our third-party credit reporting agencies and may not be available for all users or at all times for various reasons, including reasons beyond our control or about which we may not have specific information. If you are unable to order, share, request, or view a credit report or background check report using the Website, you should contact the person requesting or being asked to provide the report via the contact information he or she has listed on RentGuard to discuss the matter directly. You may also contact RentGuard at [support@rentguard.com.my](mailto:support@rentguard.com.my) for assistance.

#### **4. Intellectual Property Rights**

- 4.1 The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by RentGuard, its licensors or other providers of such material and are protected by Malaysian law and international

copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

4.2 These Terms permit you to use the Platform for depending on the circumstances: **RENTAL APPLICATIONS, TENANT SCREENING AND RENT PAYMENTS** and for non-commercial informational purposes.

4.3 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- a) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- b) You may store files that are automatically cached by your Web browser for display enhancement purposes.
- c) You may print or download one copy of a reasonable number of pages of the Website for your own record keeping and not for further reproduction, publication or distribution.
- d) To the extent we provide social media features including, but not exclusively, links with Facebook, Twitter, YouTube or LinkedIn, you may take such actions as are enabled by such features consistent with their terms of use.

4.4 You must not:

- a) Modify copies of any materials from this Website.
- b) Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- c) Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

4.5 If you wish to make any use of material on the Website other than that set out in this section, please address your request to: *support@rentguard.com*

4.6 If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by RentGuard. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

## 5. **Prohibited Uses**

5.1 You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:-

- a) In any way that violates any applicable federal, state, local or international law or regulation.
- b) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

- c) To transmit, or procure the sending of, any advertising or promotional material except as explicitly permitted, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- d) To impersonate or attempt to impersonate RentGuard, a Rentguard employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- e) To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Rentguard or users of the Website or expose them to liability.
- f) To provide any false personal information on the website, or create an account for anyone other than yourself without permission.
- g) To create another account without our permission if we disable your account. If you select a username for your account we reserve the right to remove, change or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5.2 Additionally, you agree not to:

- a) Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- b) Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- c) Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- d) Use any device, software or routine that interferes with the proper working of the Website.
- e) Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- f) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- g) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- h) Otherwise attempt to interfere with the proper working of the Website.

## 6. **Interactive Services and User Contributions**

The Website contains interactive non-customizable internet platform of features for rental application processing, tenant screening and/or to process online rent payments (collectively, “**Interactive Services**”) which may also include a platform for users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “**User Contributions**”) on or through the Website.

### Interactive Services

- 6.1 You specifically acknowledge that any information for Interactive Services including but not exclusively, potential name, address, phone number, any credit history and/or score, rental history, and employment history/verification can and will be provided to this Website may be provided to RentGuard's licensors (including the potential lessor, credit reporting services or other third parties involved in the transaction).
- 6.2 YOU ARE PROVIDING PERMISSION FOR RENTGUARD TO COLLECT INTERACTIVE SERVICES INFORMATION, AND TO PROVIDE IT TO THIRD PARTIES. ACCORDINGLY, YOU WAIVE ALL CLAIMS OF LIABILITY AGAINST RENTGUARD.
- 6.3 Credit reporting is conducted through third party credit reporting agency. RentGuard only provides an internet-based platform to collect data for credit review. In no event is RentGuard entering into a contract with you with respect to such credit review.

### User Contribution

- 6.4 Any User Contribution you post to the site will be considered non-confidential and non-proprietary (except as explicitly stated in these Terms). By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.
- 6.5 You represent and warrant that:
- a) You own or control all rights in and to the User Contributions;
  - b) you grant us, and represent that you have the right to grant us, a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free, worldwide licence to use any and all copyright, publicity, trade marks, database rights you have in the content that you post on or in connection with the website, in any media known now or in the future; and
  - c) All of your User Contributions do and will comply with these Terms of Use.
- 6.6 You understand, acknowledge and agree that you are solely responsible for any User Contributions you submit or contribute, and you, not RentGuard, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. The Website does not endorse any User Contributions and disclaims any and all liability in connection with the User Contributions.
- 6.7 The Website reserves the right (but shall have no obligation) to monitor and decide whether the User Contribution complies with the Content Standards and may remove such User Contribution and/or terminate a User's access for posting and using User Contribution which is in violation of these Terms at any time, without prior notice and at its sole discretion.

## **7. Monitoring, Enforcement and Termination**

- 7.1 You fully agree that we may, in our absolute discretion and without any liability whatsoever to you, with or without cause, with or without prior notice and at any time, limit, suspend, deactivate and/or cancel your account with us if we are of the opinion that the use of the same by you will compromise the integrity of RentGuard or the Website.
- 7.2 Please report problems, offensive content or User Contribution and policy breaches to us. We reserve the right (but shall not be obliged) to take the following steps where there is reason to believe that you are creating problems or acting inconsistently with the terms of this agreement.
- 7.3 We have the right to:
- a) Issue warnings, limit or terminate any user for any reason from using the services provided by the Platform.
  - b) Remove or refuse to post any User for any or no reason at our sole and absolute discretion.
  - c) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards (as defined herein), infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for RentGuard.
  - d) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
  - e) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
  - f) Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.
- 7.4 Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.
- 7.5 YOU SHALL WAIVE AND HOLD RENTGUARD AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY RENTGUARD/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER RENTGUARD/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.
- 7.6 However, we do not undertake to review material before it is posted on the Website or submitted before or during the use of the interactive services, and cannot ensure



prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

## **8. Content Standards**

8.1 These content standards (“**Content Standards**”) apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- a) Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- c) Cause any other user to feel bullied, intimidated, or harassed.
- d) Contain nudity or graphic or gratuitous violence, or is hateful, threatening, or pornographic, or which may incite violence or self-harm.
- e) Be false, inaccurate, misleading, malicious, discriminatory, unlawful, defamatory, libellous content (including personal information) or be likely to deceive any person.
- f) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- g) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms.
- h) Promote any illegal activity, or advocate, promote or assist any unlawful act.
- i) Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- j) Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- k) Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- l) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **9. Reliance on Information Posted**

9.1 The information presented on or through the Website is made available solely for general information purposes and/or as a platform for landlords and tenants to utilize Interactive Services to communicate and exchange information provided by them or third parties. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such

materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

- 9.2 This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by RentGuard, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of RentGuard. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **10. Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **11. Linking to the Website and Social Media Features**

- 11.1 You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.
- 11.2 This Website may provide certain social media features that enable you to:
- a) Link from your own or certain third-party websites to certain content on this Website.
  - b) Send e-mails or other communications with certain content, or links to certain content, on this Website.
  - c) Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.
- 11.3 You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions provided by either us or third parties with respect to such features. Subject to the foregoing, you must not:
- a) Establish a link from any website that is not owned by you.
  - b) Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other website.
  - c) Link to any part of the Website other than the homepage.
  - d) Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms.
- 11.4 You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without

notice. We may disable all or any social media features and any links at any time without notice in our discretion.

## **12. Links from the Website**

- 12.1 If the Website contains advertisements and/or links to other sites and resources provided by third parties, these links are provided for your interest and convenience only. You acknowledge and agree that we are not responsible and shall not be held liable for the contents, products and/or services available from such website and/or promoted by such website. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Accordingly, you further acknowledge and agree that you assume full responsibility for and all risk arising from the use of any of the contents, products and/or services available from such website and/or promoted by such advertisement.
- 12.2 Any views, opinions, advice, reviews, ratings or comments on the Website or any third party websites which are made by third parties do not represent our views, opinions or advice, should not be relied upon by you and are not checked, monitored, reviewed, verified or endorsed by us. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such views, opinions, advice, reviews, ratings or comments including in relation to their accuracy, truthfulness or completeness. We do not endorse, recommend or accept responsibility for such third parties, their products or services, their websites or for any information, opinions or views given or advice provided by such third parties (whether on their websites or otherwise).

## **13. Disclaimer of Warranties**

- 13.1 You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.
- 13.2 RentGuard will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.
- 13.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.

- 13.4 YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER RENTGUARD NOR ANY PERSON ASSOCIATED WITH RENTGUARD MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER RENTGUARD NOR ANYONE ASSOCIATED WITH RENTGUARD REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 13.5 RENTGUARD HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.
- 13.6 The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.
- 13.7 In using and continuing to use the Website, you hereby expressly undertake, confirm, agree, warrant and covenant with us that you are using the Website and the services voluntarily at your own risk and shall not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses or damages of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of using the Website and the services provided.
14. **Limitation on Liability**
- 14.1 In no event will RentGuard, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any websites linked to it, any content on the Website or such other websites or any services or items obtained through the Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 14.2 The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

## **15. Indemnity**

- 15.1 You agree to indemnify and hold harmless RentGuard, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including costs on solicitors and clients basis) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Website.
- 15.2 RENTGUARD IS NOT RESPONSIBLE FOR ANY LEGAL STEPS FOR THE RECOVERY OF RENT OR REPOSSESSION OF THE PROPERTY. RENTGUARD WILL NOT ACCEPT SERVICE OF LEGAL PROCEEDINGS ON YOUR BEHALF.

## **16. Governing Law and Jurisdiction**

- 16.1 All the Terms herein contained shall be construed in all respects in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction over all matters arising therefrom. Any proceedings arising out of or in connection with these Terms shall be brought in a court of competent jurisdiction in Malaysia.
- 16.2 If you are accessing the Website from outside of Malaysia, you do so on your own initiative and are responsible for all local laws, if and to the extent that such local laws are applicable and you irrevocably and unconditionally agree and consent that any cause of action that you may submit in connection with the use of the Website in accordance with these Terms shall be filed in the Courts of Malaysia which shall be the exclusive forum and venue for any legal disputes between RentGuard and you.

## **17. Notices**

- 17.1 Unless otherwise specified herein, all notifications, reminders, confirmation or other communications issued by RentGuard shall be deemed to have been delivered in the case of email when RentGuard's system shows that the email has been delivered to your registered email address as stated in your account with no failed delivery notification has been received by RentGuard.
- 17.2 RentGuard shall not be responsible for any failure or delay in sending notifications or reminders to you and you shall be responsible to log in to your account registered with RentGuard to check for all message(s) or notification(s).

## **18. Severability**

In the event that any one or more of the provisions contained in these Terms shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the laws governing these Terms or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of these Terms and shall

then be construed as if such unenforceable illegal or invalid provisions had never been contained herein.

## **19. Consent To Disclosure Of Personal Data**

- 19.1 We undertake to comply with the **Personal Data Protection Act 2010** in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: *support@rentguard.com*
- 19.2 You hereby expressly unconditionally, irrevocably and unequivocally acknowledge, covenant, consent and agree with us that we may access, preserve and disclose any of the personal data that you make available to us when accessing or using or registering to use the Website, if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:-
- a. provide the services (which will include sharing some of your personal data with other users and third parties in accordance with this Privacy Policy) and any customer support that you request;
  - b. determine your trust rating on the basis of the feedback and references provided by other users about previous rents you have entered into with them;
  - c. resolve disputes, collect Fees, and troubleshoot problems;
  - d. investigate and/or take action to prevent prohibited or illegal activities, and enforce our Terms;
  - e. maintain, customise, measure and improve our services, the Website, and the content and advertising made available on or by means of the Website and / or our services;
  - f. tell you about our services, engage in targeted marketing, and provide service updates and promotional offers based on your communication preferences;
  - g. compare information for accuracy, and verify it with third parties such as the Land Registry, insurance companies and / or credit rating agencies;
  - h. respond to claims asserted against us;
  - i. to comply with legal process;
  - j. for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes; and/or
  - k. to protect the rights, property or personal safety of us, our users, or members of the public.
- 19.3 You hereby expressly undertake, confirm, agree, warrant and covenant with us that you will not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of any of access, preservation or disclosure of your personal data. If you do not agree to this provision, then we cannot provide the Platform for your use and you shall stop accessing the Website and immediately deactivate your account forthwith. Otherwise, you will be deemed to have expressly consented to this provision if you use or continue to use the Website and for so long as you are still a registered user of the Website.

- 19.4 Some of the personal data will be gathered through the use of “cookies”. Cookies are small bits of information that are automatically stored on a person’s web browser in their computer, mobile phone or any other access device that can be retrieved by the Website. Should you wish to disable this cookies you may do so by changing the setting on your browser. Otherwise, you will be deemed to have expressly consented to the usage of “cookies” that we can collect, store or process any personal data through our use of “cookies”. You hereby expressly undertake, confirm, agree, warrant and covenant with us that you will not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of any of collection, storage or process of your personal data through our use of “cookies”.
- 19.5 Pursuant to the Credit Reporting Agencies (CRA) Act 2010 and Central Bank of Malaysia Act 2009, you hereby expressly give your consent to us and registered credit reporting agency under the CRA Act to process your personal data. By this consent, you understand that we may conduct credit/trade check, CCRIS, DCHEQS and such other checks on you and where applicable with the credit reporting agency at any time, for credit review purposes.
- 19.6 Apart from the above, you hereby give your consent to RentGuard and credit reporting agency to process your personal data as per the Personal Data Protection Act 2010 and on the following:-
- a) to disclose your personal information to credit reporting agency to process, verify and obtain your credit information (including CCRIS, DCHEQS and such other checks from Bank Negara Malaysia) to facilitate your credit score; and
  - b) to obtain your other personal information found on the database of credit reporting agency for the purposes of accessing your credit health.

**20. Entire Agreement**

There may be other terms and conditions on pages of the website which relate to your use of that part of the Website. These Terms together with any others displayed on the Website constitute the entire agreement between the parties. No representations or warranties have been made other than those expressly provided for in these Terms.