



Terms of Use

LEGAL INFORMATION

Contractual Terms of Use of the <http://www.idealproperty.com.my/> platform.

If you browse or otherwise access any content or data on the <http://www.idealproperty.com.my/> platform (including its website, mobile site or apps), you are indicating that you have read, understood and agree to be bound by these Terms of Use. If you do not agree to any of these terms, you must cease accessing the website.

These Terms of Use and our Privacy Policy form the basis on which you may access and use our platform, including its websites, any subdomains of those websites, mobile sites, apps, APIs and widgets (together called “our platform” in these terms).

We reserve the right to change any or all of our Terms of Use or other conditions for using our platform at any time by publishing the new terms or conditions on our website. Your use of our platform constitutes your acceptance of those terms. Should you object to any of our Terms of Use or other notices on our platform your sole option is to immediately cease your use of our platform.

We do not warrant that any content, links, or subdomains contained on, or associated with our website will be available and accessible to you at all times. We may change the path or location of a link or sub-domain, or redirect content contained within a link or subdomain on our website at any time without prior notice to you.

Information on our platform and in any <http://www.idealproperty.com.my/> publication should not be regarded as a substitute for professional legal, financial or real estate advice.

IDEAL CONCEPT INTELLIGENCE (the “**Company**”), a member of the Ideal Property Group, is responsible for maintaining our platform and all <http://www.idealproperty.com.my/> publications make no warranty as to the accuracy or reliability of the information contained therein (including, but not limited to, any content or information generated on our platform by or on behalf of the Company, and any Third Party Content on our website) and the Company and its related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on anything contained in or omitted from our platform or publications.

Restriction On Use Of Websites

In accessing or using our platform you agree that you will not:

- a. use any automated device, software, process or means to access, retrieve, scrape, or index our platform or any content on our website;
- b. use any device, software, process or means to interfere or attempt to interfere with the proper working on our website;
- c. undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we deem, in our sole discretion to be unreasonable or disproportionate site usage;

- d. use or index any content or data on our platform for purposes of:
 - i. constructing or populating a searchable database of properties,
 - ii. building a database of property information; or
 - iii. competing with us in any manner that we have not specifically authorized;
- e. transmit spam, chain letters, contests, junk email, surveys, or other mass messaging, whether commercial in nature or not;
- f. use our platform or any content from our platform in any manner which is, in our sole discretion, not reasonable and / or not for the purpose which it is made available;
- g. violate the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right;
- h. act in violation of any Term of Use or other condition posed by us or any applicable law;
- i. reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our platform or any content on our website, except as expressly authorized by us;
- j. transmit or attempt to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature; or
- k. Pose as any person or entity or attempt to solicit money, passwords or personal information from any person.

We reserve the right to exercise whatever means we deem necessary to prevent unauthorized access to or use of our website, including, but not limited to, instituting technological barriers, or reporting your conduct to any person or entity.

Copyright

The subject matter on and accessible from our platform and publications is copyright. You acknowledge that we own all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), in and to our platform, and that you will not acquire any rights, titles, or interests in or to our platform except as expressly set in this Terms and Conditions.

“Intellectual Property Rights” means any industrial and intellectual property rights throughout the world and for the duration of rights including:

- (a) **any patents, copyright including future copyright, registered or unregistered trademarks, service marks, trade banes, brand names, registered or unregistered designs, commercial names, circuit layout, database rights;**
- (b) **methods, trade secrets, know-how, computer software, confidential information and scientific, technical and product information;**
- (c) **the right to apply for any industrial and intellectual property rights; and**
- (d) **Any other similar or analogous rights and any intellectual or industrial rights whether now existing or which come into existence in the future.**

Apart from fair dealing permitted by the Malaysia Copyright Act 1987, the Company grants visitors to the site permission to download copyright material only for private and non-commercial purposes. For reproduction or use of <http://www.idealproperty.com.my/> copyright material beyond such use, written permission must be obtained directly from the Company or the relevant copyright owner. If given, permission will be subject to the requirement that the copyright owner’s name and interest in the material be acknowledged when the material is reproduced or quoted, in whole or in part.

You will not remove, obscure, or alter our copyright notice or other proprietary rights notices affixed to or contained in our platform.

Third Party Links and Advertising

Our platform may include advertisements, hyperlinks and pointers to websites operated by third parties. Links to third party websites include, without limitation, links to our platform of some of our real estate agency customers. Those third party websites do not form part of our platform and are not under the control of or the responsibility of the Company. When you link to those websites you leave our platform and do so entirely at your own risk. The Company and its related entities make no warranty as to the accuracy or reliability of the information contained on any third party websites, and the Company and its related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage which may be suffered by you through relying on anything contained on or omitted from such third party websites. A display of advertising does not imply an endorsement or recommendation by the Company.

Contributions

In this section ‘**Contributions**’, means information including data, text, video, still images, audio or other material that the Company has permitted you to host, share, publish, post, store or upload on our platform as permitted under these terms.

The Company may at any time, without liability to you, remove, alter or disable access to any or all of your Contributions in its sole discretion without prior notice to you. Without limiting the previous sentence, the Company may remove or disable access to any or all your Contributions if it considers that:

- a. those Contributions are in breach of any law or regulation;
- b. those Contributions infringe the intellectual property rights of any third party;
- c. it is required to do so by a regulatory body or any relevant authority pursuant to an interim or final take-down notice;
- d. those Contributions are:
 - i. misleading or deceptive;
 - ii. inappropriate having regard to the purpose of our platform;
 - iii. likely to cause offence;
 - iv. obscene;
 - v. defamatory;
 - vi. otherwise unlawful; or
 - vii. Corrupted, due to the presence of a virus or other disabling code.

You retain all of your ownership rights in your Contributions. The Company is under no obligation to treat your Contributions as proprietary information.

To the extent that any Contributions are proprietary in nature, you grant the Company a worldwide, nonexclusive, royalty-free, perpetual, transferable and irrevocable license to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and display and publicly perform your Contributions throughout the world in any medium, whether currently in existence or not.

You also grant each user of our platform a nonexclusive license to use, reproduce, adapt, translate, distribute, prepare derivative works of, display and perform your Contributions as permitted by the Company and these terms.

You grant the Company, in respect of Contributions to its website the right to use your name or the name you submit with the Contribution, and, the right to represent and warrant that:

- a. you own and control all of the rights to the Contributions; or
- b. you have the lawful right including all necessary licenses, rights, consents, and permissions to use and authorize the Company to display the Contributions; and
- c. Your Contributions is not in violation of any applicable laws.

You represent and warrant that:

- a. you have the lawful right including all necessary licenses, rights, consents, and permissions to use and authorize the Company to display your Contributions; and
- b. you will not make any Contributions that:
 - i. infringe the intellectual property rights of any third party, and you agree to pay all royalties, fees or other monies payable by reason of any Contributions made by you;
 - ii. are misleading or deceptive;
 - iii. are likely to cause offence;
 - iv. directly or indirectly involve the advertising or marketing of any products or services;
 - v. are obscene, including pornographic, hateful, racially or ethnically offensive material;
 - vi. are defamatory;
 - vii. are otherwise unlawful or encourage unlawful conduct; or
 - viii. Are otherwise inappropriate having regard to the purpose of our platform.

For any Contributions that you may retain moral rights in, you declare that:

- a. you do not require that any personally identifying information be used in connection with the Contribution, or any derivative work, upgrade or update of the Contribution; and
- b. You understand that when accessing our platform, you may be exposed to the Contributions of other users of our platform. You acknowledge and agree that the Company does not have control of and is not responsible for these other Contributions. You release the Company from any claims that you could assert against the Company relating to or in connection with these other Contributions.

Party Content

Our platform contains content provided to the Company by other parties (**Other Party Content**). The Company does not have a practice of monitoring or making inquiries about Other Party Content. The Company is not responsible for, does not endorse and makes no representations either expressly or impliedly concerning Other Party Content. Other Party Content does not represent the views of the Company. You rely on Other Party Content completely at your own risk.

Platform Providers

Our apps are provided subject to the platform or software provider such as Apple's and/or Android's terms.

Editorial Content

Any editorial content or articles on our site are of a general nature only and do not consider your personal objectives, financial situation or particular needs. Editorial content should not be regarded as advice or relied upon by you or any other person and we recommend that you seek professional advice before acting on the content. For the avoidance of doubt, editorial content provided by third party authors that are not employed by us is deemed to be Other Party Content for the purposes of the section above.

Property Reports

Property Reports are of a general nature only, based on historical data and will not take into account the potential impact of external factors (such as changes in the economy, future planned infrastructure, regulation, environment or the property market) which may affect the value of the property. Property Reports should not be regarded as advice or relied upon by you or any other person and we recommend that you seek professional advice before making any property decisions. In providing a Property Report, we do not act as an agent for you or any real estate professional involved in preparation of the report.

Further Warranties

You represent and warrant that:

- a. your use of our platform will comply at all times with these terms and any directions we make to you in relation to your use of our platform from time to time;
- b. you will make sure that you keep your username and password by which you access <http://www.idealproperty.com.my/> confidential and secure at all times; and
- c. You accept all liability for any unauthorized use of any username and password issued.

Indemnity

You agree to indemnify and hold the Company and its affiliates (and their officers, agents, partners and employees) against any and all loss, liability, claim or demand (including reasonable attorneys' fees arising out of, or in connection with or arising from (1) your use or misuse of our platform and the services provided herein; or (2) your breach of these terms and conditions howsoever occasioned; or (3) any intellectual property right or proprietary right infringement claim made by a third (3rd) party against us in connection with your use of our platform.

Policy For Linking To Our Website

You may only link to content on our platform if we consent. If we do allow you to link to our platform, it is on condition that you do not:

- a. attribute a link to the Company content as being a link to your own or someone else's content (for example, use your own logo to link to our content);
- b. attribute a link to our site and then link somewhere else; or
- c. Link to our content as part of a website that aggregates property listings and/or information or competes with us in any manner.

We reserve the right to require that you do not link to our content and we may exercise this right by giving notice to you. We reserve absolute discretion in relation to our exercise of this right, which may be due to the matters or circumstances above, or any other matter or circumstance we consider is reasonable.

Limitation Of Liability

Certain rights and remedies may be available under consumer protection legislations of Malaysia and may not be permitted to be excluded, restricted or modified. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to: the re-supply of services or payment of the cost of re-supply of services; or the replacement or repair of goods or payment of the cost of replacement or repair.

IN NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CUSTOMERS, LOSS OF CAPITAL, DOWNTIME COSTS, LOSS OF PROFIT, LOSS OF OR DAMAGE TO REPUTATION, LOSS UNDER OR IN RELATION TO ANY OTHER CONTRACT, LOSS OF DATA, LOSS OF USE OF DATA, LOSS OF ANTICIPATED SAVINGS OR BENEFITS SUFFERED OR INCURRED BY OR AWARDED AGAINST YOU UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE WEBSITE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE AGGREGATE LIABILITY OF THE COMPANY AND ITS RELATED ENTITIES TO YOU FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO USD\$100.00 (or local currency equivalent).

Jurisdiction

These terms and conditions shall be governed and construed in accordance with Malaysia laws, and the courts of Malaysia shall have exclusive jurisdiction to adjudicate any dispute which may arise in relation thereto.

Language

If there is a non-English version of these terms and our Privacy Policy, the English version shall prevail if there is any inconsistency between the English version and any local language version.

<http://www.idealproperty.com.my/> APPLICATION PROGRAMMING INTERFACE LICENCE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”)

1. Effect of these Terms and Conditions

These Terms and Conditions govern your use of the <http://www.idealproperty.com.my/> application programming interface (“**API**”) and forms the basis of a legally-binding contract between you and [Insert Company Name] (the “**Company**”) regarding the use of the API.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT DOWNLOAD, INSTALL, COPY, USE OR ACCESS THE API. YOUR DOWNLOAD, INSTALLATION, COPYING, USE OR ACCESSING THE API CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

2. The Application Programming Interface (“API”)

- a. The API is produced by the Company (or its affiliate). The API provides access to specified <http://www.idealproperty.com.my/> (“**the Website**”) content from points outside of the Website domain. The extent of your access to the API is governed by these Terms and Conditions and by any API Scope of Use Specifications that the Company may issue to you.
- b. The Company may change, suspend, or discontinue any aspect of the API at any time without notice to you.
- c. The Company may or may not offer upgrades or updates to the API or any technical or maintenance support for the API, in its absolute discretion.
- d. The Company may also impose limits on certain features and services or restrict access to parts or all of the API without notice or liability.

3. Amendments to these Terms and Conditions

These Terms and Conditions may be changed by the Company at any time without notice, and you are responsible for regularly reviewing these Terms and Conditions. Your continued use of the API after the effective date of such changes will constitute your agreement to any such changes. If you object to any such changes, your sole recourse is to stop using the API and remove the API (and associated software code) from your website.

4. License to download, access, and use the API

Subject to these Terms and Conditions, and except as otherwise expressly set forth in these Terms and Conditions, the Company grants you a worldwide, non-exclusive, non-transferable, non-sub licensable right

and license to download, access, and use the API to the extent specified in any API Scope of Use Specifications that may be issued to you (the “**License**”).

5. Termination of the License

The License continues until terminated by either party. You may terminate the License by discontinuing use of the API and by destroying all your copies thereof. The License terminates automatically if:

- a. you violate any term of these Terms and Conditions;
- b. the Company publicly posts a written notice of termination on the Website; or
- c. The Company sends a written (including email or text message) notice of termination to you directly.

6. Fees

The Company reserves the right to charge fees for future use of or access to the API or Website content and services at the Company’s sole discretion.

7. Restrictions on License

The API is the property of the Company and protected by copyright law. The License conferred under these Terms and Conditions is subject to the following restrictions:

- a. You must not sell the API or services, information or software associated with or derived from the API.
- b. You must not amend, vary, adapt, translate, derive, decompile, reverse engineer, disassemble or derive source code from the API except to the extent that you are expressly permitted by law or by us (in writing) to do so.
- c. You must not remove or obscure any copyright notice, trademark, logo or any proprietary rights notice that is on or contained in the API. You may not change any code provided by the Company, you may not obscure or disable any element of the API, and you may not tag links to the Website from the API with a “no follow” attribute.
- d. You must not use API in a way that overloads or could damage or disable our search services (e.g., using the API in an automated manner). You must not use the API in a way that interferes with the use and enjoyment of the Website’s search services.
- e. You must display the API in a manner approved by the Company and in any manner agreed in the API Scope of Use Addendum, which may be issued to you.
- f. You must not display the API on any site that disparages the Company or its products or services, infringes any of the Company’s (nor its affiliates’) intellectual property or other rights, or violates any applicable law.

You must not establish or maintain any hyperlink or any other link from your web site to any other website (apart from the Company’s websites), that operates as a real estate portal or fulfils a similar purpose to the Company’s websites.

8. Warranties, Liability and Indemnity

- a. The Company provides the API on an “as is” basis, without any warranties whatsoever. The Company excludes all implied conditions and warranties from these Terms and Conditions, except any condition or warranty which cannot be excluded under the law. The Company limits our liability for breach of any non-excluded condition (to the extent that the law allows liability for such breach to be limited) to (at our option) re-supply of the API or payment of the cost of re-supply.
- b. The Company excludes all other liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with your use of the API, whether that liability arises in contract, tort (including by our negligence) or under statute. The Company will not, without

limitation, in any circumstance, be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

- c. You acknowledge that you use the API at your own risk. You will be solely responsible for any harm to your computer or loss of data that results from using the API.
- d. You agree that you are responsible for all third-party software, hardware, and services used in connection with the API. Any third party software, hardware, and services (whether required or optional) that you use in conjunction with the API, is the sole responsibility of such third party, and is subject to the terms, conditions, warranties and disclaimers provided by such third party.
- e. You agree to indemnify and hold the Company and its licensors harmless from any claim or demand, including reasonable legal fees, made by any third party in connection with or arising out of your download, access, and/or use of the API, including any content or services provided therein, your violation of any term or condition of these Terms and Conditions, your violation of applicable laws or any rights of another person or entity.

9. General Provisions

- a. These Terms and Conditions represents the entire agreement between you and us in relation to your use of the API and supersedes and replaces all prior understandings or agreements, written or oral, regarding your use of the API.
- b. If a court or tribunal of competent jurisdiction finds any provision or part of these Terms and Conditions to be invalid or unenforceable, the remainder of these Terms and Conditions will continue in full force and effect.
- c. No waiver of any provision in these Terms and Conditions will be effective unless it is in writing signed by one of our authorized officers.
- d. These Terms and Conditions are governed by the laws of Malaysia.
- e. If there is a non-English version of these Terms and Conditions, the English version shall prevail if there is any inconsistency between the English version and any local language version.

<http://www.idealproperty.com.my/> WIDGET TERMS OF USE (“TERMS OF USE”)

1. Effect of these Terms of Use

These Terms of Use govern your use of the <http://www.idealproperty.com.my/> widget (“**Widget**”) and forms the basis of a legally-binding contract between you and [IDEAL CONCEPT INTELLIGENCE SDN BHD] (“**the Company**”) regarding the use of the Widget.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT DOWNLOAD, INSTALL, COPY, AND USE OR ACCESS THE WIDGET. YOUR DOWNLOAD, INSTALLATION, COPYING, USE OR ACCESSING THE WIDGET CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE.

2. The Widget

- a. The Widget is produced by the Company (or its affiliates). The Widget provides access to specified <http://www.idealproperty.com.my/> (“**the Website**”) content or the Company’s partner and co-branded site content from points outside of the Website’s domain.
- b. The Company may change, suspend, or discontinue any aspect of the Widget at any time without notice to you.
- c. The Company may also impose limits on certain features and services or restrict access to parts or all of the Widget, related content and services without notice or liability.

3. Amendments to these Terms of Use

These Terms of Use may be changed by the Company at any time without notice, and you are responsible for regularly reviewing these Terms of Use. Your continued use of the Widget after the effective date of

such changes will constitute acceptance of and agreement to any such changes. If you object to any such changes, your sole recourse is to stop using the Widget.

4. License to download, access, and use the Widget

Subject to these Terms of Use, and except as otherwise expressly set forth in these Terms of Use, the Company grants you a worldwide, non-exclusive, non-transferable, non-sub licensable right and license to download, access, and use the Widget (the “**License**”).

5. Termination of the License

The License continues until terminated by either party. You may terminate the License by discontinuing use of the Widget and by destroying all your copies thereof. We may terminate the License by withdrawing access to the Widget.

The License terminates automatically if:

- a. You breach any term of these terms of Use;
- b. The Company publicly posts a written notice of termination on the Website; or
- c. The Company sends a written (including email or text message) notice of termination to you directly.
- d. The use of the widget exceeds expected serviceable amount of traffic, in which case the Company may need to remove or throttle the service.

6. Restrictions on License

The Widget is the property of the Company and protected by copyright law. The License conferred under these Terms of Use is subject to the following restrictions:

- a. You must not sell the Widget or services, information or software associated with or derived from the Widget.
- b. You must not modify, adapt, translate, derive, decompile, reverse engineer, disassemble or derive source code from the Widget except to the extent that you are expressly permitted by law or by us (in writing) to do so.
- c. You must not remove or obscure any copyright notice, trademark, logo or any proprietary rights notice that is on or contained in the Widget. You may not change any code provided by the Company, you may not obscure or disable any element of the Widget, and you may not tag links to the Website from the Widget with a “no follow” attribute.
- d. You must not use the Widget in a way that overloads or could damage or disable our search services (e.g., using the Widget in an automated manner). You must not use the Widget in a way that interferes with the use and enjoyment of the Website search services.
- e. You must not display the Widget in any manner that implies affiliation with, sponsorship, or endorsement by the Company or its affiliate. Any reference to the Company must be accurate.
- f. You must not display the Widget on any site that disparages the Company or its products or services, infringes any of the Company’s intellectual property or other rights, or violates any applicable law.
- g. You must keep all code made available by the Company associated with the Widget strictly confidential within your organization.
- h. You agree that the Company may web crawl or otherwise monitor your website for the specific purpose of confirming compliance with this clause 6.

7. Warranties, Liability and Indemnity

- a. The Company provides the Widget on an “as is” basis, without any warranties whatsoever. The Company excludes all implied conditions and warranties from these Terms of Use, except any condition or warranty which cannot be excluded under the law. The Company limits our liability for breach of any non-excluded condition (to the extent that the law allows liability for such breach to be limited) to (at our option) re-supply of the Widget or payment of the cost of re-supply.
- b. The Company excludes all other liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with your use of the Widget, whether that liability arises in contract, tort (including by our negligence) or under statute. Without limitation, the Company will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.
- c. You agree that you are responsible for all third party software, hardware, and services used in connection with the Widget. Any third party software, hardware, and services (whether required or optional) that you use in conjunction with the Widget, is the sole responsibility of such third party, and is subject to the terms, conditions, warranties and disclaimers provided by such third party.
- d. You agree to indemnify and hold the Company, its affiliate and its licensors harmless from any claim or demand, including reasonable legal fees, made by any third party in connection with or arising out of your download, access, and/or use of the Widget, including any content or services provided therein, your violation of any term or condition of these Terms of Use, your violation of applicable laws or any rights of another person or entity.
- e. You acknowledge that you use the Widget at your own risk. You will be solely responsible for any harm to your computer or loss of data that results from using the Widget.

8. General Provisions

- a. These Terms of Use represents the entire agreement between you and us in relation to your use of the Widget and supersedes and replaces all prior understandings or agreements, written or oral, regarding your use of the Widget.
- b. If a court or tribunal of competent jurisdiction finds any provision or part of these Terms of Use to be invalid or unenforceable, the remainder of these Terms of Use will continue in full force and effect.
- c. No waiver of any provision in these Terms of Use will be effective unless it is in writing signed by one of our authorized officers.
- d. These Terms of Use are governed by the laws of Malaysia.
- e. If there is a non-English version of these Terms of Use, the English version shall prevail if there is any inconsistency between the English version and any local language version.