

EZT Property Management Sdn Bhd (A Member of EZT Group) Terms of Use

EZT Property Management Sdn Bhd (“We”) welcome you (“The Purchaser” or “User”) to its apps (the “Site”). By accessing, browsing and using the Site and /or by making reservation process through us, you acknowledge and agree having read, understood and agreed to the terms of Use. Our different policies and guidelines, which can be found throughout the Site, including but not limited to, the Privacy Policy, Reservation Process Policy, Cancellation and Non Refund Policy, Payment Policy and etc should be read in conjunction with and are an integral part of these terms and conditions and are hereby included by reference. The terms and conditions set out below and the Policies are collectively referred to as the “Terms of Use”. If you do not agree to the Terms of Use, please cease use of the Site immediately. The Terms of Use – as may be amended from time to time – constitute the entire agreement, and supersede any other agreements or understandings (oral or written), between you and us with respect to their subject matters unless explicitly stated otherwise.

1) Scope of Our Service- Information on the Site

Through the Site, We provide an online platform through which user can browse different types properties and make reservation process with such Properties. By making a reservation process through the Site, Purchaser make an offer to reserve or purchase at the price listed for such reservation process and such other terms and conditions stated on the Site, which shall become a binding contract when accepted by us, which in turn means the purchase has been confirmed. We will indicate the acceptance of your confirm to purchase (“SOLD”) via an e-mail confirmation (with a Booking deposit Acknowledgement of Receipt). We reserve the right to reject Reservation process as set out below.

When rendering our services, the information that we disclose about Properties is based on the information provided by developers or vendors. We shall not be held any responsibilities neither for any updates about the prices, availability description, pictures, reservation process conditions, properties policies or other information nor the accuracy , correctness, completeness of the information given on the Site which provided by developers or vendors.

We hereby expressly disclaim any representation, warranty or undertaking in relation to the quality, status or adequacy of any Properties listed on the Site.

We reserve the right not to accept the Purchasers or a reservations process (or in exceptional cases to cancel confirmed ones) at our discretion and for whatever (legal) reason without the need to justify such refusal. In case a reservation process is rejected or cancelled by us and a payment has already been made, you will receive a full refund of the total amount paid out without interest. We also reserve the right to bar (“blacklist”) users from the Site, on a permanent or temporary basis, at our discretion. Any such blacklisted user must not attempt to use the Site under any other name or through any other user.

In rare cases, we may also have to cancel or reject a reservation process due to “obvious errors”, independent of the origin of such errors. For clarity, an obvious error is a mistake on the Site (e.g. in terms of price) which a reasonable person would not consider to be normal. The amount charged will be reimbursed without interest in such case. Whether to cancel or reject a reservation process for this reason is in our sole discretion.

2) Use of the Site

We grant the User a limited, restricted, personal, non-transferrable, non-sub licensing, revocable license to access and use the Site only as expressly permitted in the Terms of Use. Except for this limited license, we do not grant User any other rights or license with respect to the Site; any rights or licenses not expressly granted herein are reserved. The content and information on the Site is proprietary to us or its developers and providers. User may use the Site to make bona fide and legitimate enquiries or reservation process and User hereby undertake not to make any speculative, false or fraudulent or any reservations process in anticipation of demand. User undertakes that the payment details provided in making a reservations process by Purchaser are fully correct and accurate. User also undertakes to provide correct and accurate e-mail postal and/ or other details to us acknowledges that we may use these details to contact Purchaser or User in the event that this should prove necessary. Please also consult our Privacy Policy. As a condition of using the Site, User agrees not to use the Site or its contents or information for purpose that is illegal, unlawful or prohibited by Terms of Use. Except with our prior written

authorization, User agrees not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell or resell any information, products obtained from the Site.

In addition, User agrees not to:-

- a) Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our Site.
- b) Delivery or provide links to, any postings containing defamatory, slanderous, false or libelous material
- c) Delivery any posting that infringes or violets any intellectual property or other right of any entity or person , including , without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- d) Delivery any posting that user do not have a right to make available under law or contractual or fiduciary relationships
- e) Impersonate another person or entity or falsely state or otherwise mispresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive or defraud another.
- f) Use the Site in any manner which could damage, disable , overburden or impair or otherwise interfere with the use of the Site or other users' electrical device, or cause damage, disruption or limit the functioning of any software, hardware or telecommunications equipment.
- g) Attempt to gain unauthorized access to the Site, any related website, other accounts, computer system, or networks connected to this Site, thru hacking, password mining, or any other means.
- h) Obtain or attempt to obtain any materials o information through any means not intentionally made available through the Site, including harvesting or otherwise collecting information about others such as email addresses.

3) Additional Charges

For certain Properties, additional charges will be applied on top of the Selling Price of the Properties. Kindly refer to the Terms and Conditions indicated in the Offer To Purchase ("OTP"), Expression of Interest ("EOI") , Undertaking letter, Entitlement packages by us or Developer.

Any charges or taxes during the payment transaction shall be borne by Purchaser or User unless indicated otherwise.

4) Privacy

By making a reservation process, neither the user nor the purchaser confirm that they hereby consent to the collection and processing of their personal data by or on behalf of us and/ or its related corporations, jointly controlled companies, associates, affiliates and partners.

5) The Reservation Process Guidelines

- a) User may "BOOK" the unit of the said Projects for 3 days upon finding the prospect/Purchaser. User must fill up the necessary information upon booking. Failure to do so gives Administration team full right to release the unit, making it available and reservable for whoever on "First Come First Serve Basis".

User whoever book the same unit under the same purchaser's name more than 2 times, the User will be blocked from booking the same unit again. We reserve the rights to bar the User who consistently practice such manner.

No extension of time is allowed for booking the said unit.

Book shall not be confirmed until User receive the email confirmation from this site.

- b) In order to prevent the booking being release automatically after 3 days, User must pay an administration fee which is equivalent to RM10.00 thru the authorized 3rd party payment gateway

(MOLpay) and with the show proof of payment of RM10,000.00 security deposit from the purchaser to our administration team via email to reserve the said unit, ("RESERVATION").

Viewing of reserved unit only applicable within 21 days, the unit will auto released if expired.

No extension of the time is allowed for reservation of the said unit.

Reservation shall not be confirmed until the User and Purchaser receive the email confirmation from this Site.

- c) The Purchaser should pay RM3,000.00 as booking deposit to us thru MOLpay for the confirmation of purchase the said unit ("SOLD"). The User is required to fill up all necessary purchaser information in this Site during the confirmation made.

All the relevant documents (OTP, EOI, Purchaser's Passport, etc) must be emailed to Administration team within 3 days upon SOLD of the said unit to the Purchaser. Purchaser is required to top up the amount as per requirement of each project for proceeding the instruction of SPA documentations.

Sold shall not be confirmed until User and Purchaser receive the email confirmation from this site.

- d) User and Purchaser will receive few email notifications in different stages of the transaction, when:-
- i) "BOOK"
 - User will receive an email notification for the booking of the said unit. This Booking period will be due after 3 days.
 - ii) "RESERVATION"
 - Reservation is a period of 21 days for the potential purchaser to view and make the consideration of purchase the said unit.
 - User and Purchaser will receive an email notification for the reservation of the said unit and will be due after 21 days from the date of RESERVATION.
 - iii) "SOLD"
 - User and Purchaser will receive an email notification to confirm purchase of the said unit.
 - iv) "REMINDER"
 - User and Purchaser will receive Reminder notification email 3 days before the expiry of the reservation period. The Site will auto release the said unit if do not receive any confirmation from the Purchaser/User.
 - v) "RESERVATION EXPIRED " AND "CANCELLATION"
 - User and Customer will receive Reservation expired notification email once the unit being auto released.
 - Cancellation notification will be received by User and Customer upon the request have been confirmed.
- e) By making a reservation process on our site, Purchaser accepts and agrees to the relevant policies and conditions in this Site including the cancellation & Non Refundable policy as stated below.

6) Cancellation & Non Refundable Policy

- a) Purchaser is required to notify the User immediately if intended to cancel the said booking or reservation.
- b) The administration fee of RM10.00 paid by User will not be refunded/transferable in any event upon the payment made.
- c) In the event the cancellation made after SOLD, RM3,000.00 paid by Purchaser thru MOLpay will be forfeited as administration fee and shall not be transferable.

- d) User or Purchaser should return all the relevant original documents to the Administration team within 3 days upon cancellation.

7) Payment Policy – Credit Card/ Visa/Master/ Union Pay

- a) All the properties listed in this Site are offered the opportunity for reservation process to be paid by Credit / Debit / Union Pay Card during the Reservation or Sold process by means of secure online payment. Payment is safely processed from your Credit / Debit / Union Pay card to bank to our account through an authorised third party payment gateway (MOLpay)
- b) In the event of Credit Card fraud or unauthorised use of your credit card by others, you should contact your bank or card issuer immediately upon becoming aware of such unauthorised use. If you suspect an unauthorised or fraudulent reservation was made via us, please contact our Administration team immediately.
- c) In order to make a transaction, Purchaser or User must be over 18 years old (or the age of majority in those countries and territories where it is higher than 18) and have the full legal capacity to make the transaction (or have the authorisation from purchaser legal guardian). User and Purchaser undertake that the Credit/ Debit/ Union Pay card you are using is your own or that you are authorised to complete the transaction with this card and there are sufficient funds to cover the cost of the transaction. You accept financial responsibility for all transactions made under your name or account.
- d) Purchaser and User undertake that the details provided in making the reservation process are fully correct. We reserve the right not to accept certain credit cards. We may add or remove other payment methods at our discretion.
- e) The payment made through MOLpay during the transaction shall not be deemed as the Official collection until we receive the clearance from the MOLpay. If you don't receive our request within 9 working days upon the payment gone thru, the payment shall be automatically deemed as cleared.

8) Pricing & Currency

All prices shown in this Site are in Ringgit Malaysia (RM) and we will only accept RM as the official currency for all transactions. The prices in other currencies are based on an estimation and for reference purpose only. The exchange rate of the currency shall be calculated accordance with the applicable exchange rate on the day your Credit/Debit / Union Pay card company processes the transaction.

9) Disclaimer

This is the obligation of the User to duly inform Purchaser and to make the Purchaser understand and agree to all the policies in this Site. We shall not be liable for any misunderstanding/dispute raised by the Purchaser about the policies of this Site.

10) Miscellaneous

For your convenience, the Site and the Terms of Use exist in different languages Version. In case of conflict between the English language version and translated Version, the English version of the terms of Use shall prevail.