**TERMS OF PURCHASE**
**DEVELOPERS AND CORPORATE ADVERTISERS**

These Terms of Purchase (Developers and Corporate Advertisers) apply to developers or other corporate advertisers (excluding agent agencies and individual persons) who purchase products and/or services from **PropertyGuru International (Malaysia) Sdn Bhd** relating to www.propertyguru.com.my and/or **iProperty.com Malaysia Sdn Bhd** relating to www.iproperty.com.my.

## SECTION A: GENERAL TERMS

### 1. INTRODUCTION

1.1 By purchasing, accessing or using the Product/Service (defined below) from the Company (defined below), you conclude a legally binding agreement with us, which consists of:

a. these Terms of Purchase, including Section A (General Terms), Section B (Optional Product/Service); Section C (PropertyGuru Product/Service), Section D (iProperty Product/Service) and Section E (Exhibitions and Events), hereto;

b. our Privacy Policy, Terms of Service and the Acceptable Use Policy (defined below);

c. the Sales Order; and

d. any other terms and conditions that PropertyGuru may specify in writing as applicable to the Products (including, without limitation, any terms and conditions published on the Platform;

(collectively, the "**Agreement**").

1.2 This is the entire agreement between you and us about its subject matter and supersedes all prior agreements, discussions, representations and undertakings between you and us. If there is any inconsistency or ambiguity between any terms or conditions of the above, the terms and conditions shall prevail in the order set forth in Section A, Clause 1.1.

1.3 We reserve the right to amend these Terms of Purchase at any time without notice to you, by publishing any amended Terms of Purchase on the Platform (defined below) or iDeveloper described in Section D (iProperty Product/Service) or by other means and

1.4 Your continued use of the Platform and/or any Product/Service constitutes your acceptance of those amended Terms of Purchase.

1.5 In the event you object to any amended Terms of Purchase or other notices on our Platform, your sole option is to terminate this Agreement by giving us thirty (30) days' written notice.

### 2. DEFINITIONS

Words and expressions in this Terms of Purchase (including any Sections thereto) shall have the following meanings unless the context otherwise requires:

2.1 "**Acceptable Use Policy"** has the meaning set out in Section C (PropertyGuru Product/Service) or Section D (iProperty Product/Service) depending on the Company identified in the Sales Order and the type of Product/Service that you purchase;

2.2 "**Agreement**" has the meaning set out in Section A, Clause 1.1 above;

2.3 **"Advertising Services**" shall have the meaning ascribed to it in Section B, Clause 1;

2.4 "**Advertisement Material**" or "**Listings**" mean any listing or advertisement material or content placed by you or which you authorise or request us (in writing or verbally) to publish or upload on your behalf on the Platform or any online or offline medium that advertises real estate property (residential or commercial), project launches, property developments or personal/corporate branding and/or any other services or products or property related ancillary services that we may allow you to advertise or promote from time to time. Such content may take the form of text, photos or Videos;

2.5 "**Company**" "**We**", "**Us**", "**Our**" means the contracting entity stated in your Sales Order from whom you purchase the Product/Service and is (a) PropertyGuru International (Malaysia) Sdn Bhd, if the Product/Service purchased relates to www.propertyguru.com.my; or (b) iProperty.com Malaysia Sdn Bhd, if the Product/Service purchased relates to www.iproperty.com.my;

2.6 "**Company's Content"** shall have the meaning assigned in Section A, Clause 14.1

2.7 "**Competitors**" has the meaning set out in Section A, Clause 8.1(c)(iii), below;

2.8 "**Confidential Information**" means all information (whether written or oral) concerning the business and affairs of the Company or its related entities (including, without limitation, information relating to the Product/Service, reports, recommendations, advice or tests, source and object codes of software incorporated into the Products, all know-how, trade secrets, financial information (not publicly made available through the Company's parent company's stock exchange filings, commercial, technical, tactical, or strategic information of any kind and information relating to business, affairs, plans, customers, clients, suppliers and services), obtained or received or accessed by you as a result of or in connection with the entry or performance of the Agreement. Without prejudice to the generality of the foregoing, any information which you have received or will receive from the Company or its related entities that is marked as "Confidential" or "Proprietary" or with words to similar effect will also be considered Confidential Information;

2.9 "**Indemnified Party"** shall have the meaning assigned in Section A, Clause 13.1;

2.10 "**Personal Information**" means data, whether true or not, about an individual who can be identified either from that data or from that data when combined with other information to which an entity has access or is likely to have access, within the meaning of local privacy laws and includes name, address, telephone number and email address;

2.11 "**Platform**" means the website identified in Section C (PropertyGuru Product/Service) or Section D (iProperty Product/Service) and its related desktop website, mobile website, mobile applications (including mobile phone, tablet and wearable applications) and related systems tablet and apps and any other website that we operate and where your Advertisement Material will be posted;

2.12 "**Privacy Policy**" has the meaning set out in Section C (PropertyGuru Product/Service) or Section D (iProperty Product/Service) depending on the Company identified in the Sales Order and the type of Product/Service that you purchase;

2.13 "**Product/Service**" may include any of the following products or services or a combination thereof which is purchased, subscribed or ordered by you from us in the Sales Order or the Platform:

e. access to our Product/Service to manage your Advertisement Material on the Platform;

f. subscription to display your Advertisement Material on the Platform;

g. the Product/Service set out in Section B (Optional Product/Service), Section C (PropertyGuru Product/Service), Section D (iProperty Product/Service) and/or Section E (Exhibitions and Events); and

h. any associated or ancillary service we agree in writing to provide to you.

2.14 **Sales Order**" means the sales order, sales order agreement, which you sign, accept or otherwise indicate your

agreement to purchase, subscribe or order the Product/Service and such other products as may be set out in such sales order;

2.15 "**Tax**" means all forms of taxes, duties (including any applicable stamp duties), imposts, charges, withholdings, rates, levies, Value Add Tax (VAT), Sales and Service Tax (SST), Goods and Service Tax (GST) or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition;

2.16 "**Terms of Purchase**" means all of the terms and conditions as set out herein under these Terms of Purchase – Developers and other Advertisers;

2.17 "**Terms of Service**" has the meaning set out in Section C (PropertyGuru Product/Service) or Section D (iProperty Product/Service) depending on the Company identified in the Sales Order and the type of Product/Service that you purchase;

2.18 "**Validity Period**" means the period during which any and all Products /Services shall be valid as described in Section C (PropertyGuru Product/Service) or Section D (iProperty Product/Service) depending on the Company identified in the Sales Order and the type of Product/Service that you purchase;

2.19 "**Videos**" may include video, film and/or moving image.

2.20 "**You/your/the customer**" means you, the customer, the person or entity purchasing the Product/Service and entering into this Agreement with us.

**3. VALIDITY PERIOD**

3.1 This Agreement takes effect on the date you sign the Sales Order, click 'Approve' using the link shared by email and/or commence using any Product/Service, whichever is earlier.

3.2 A Product /Service shall be valid for the relevant Validity Period, unless otherwise specified by the Company in the relevant Sales Order or in writing.

3.3 Upon expiry or termination of the Validity Period or any renewals thereof, this Agreement shall automatically terminate, unless you renew the Product/Service. If any Product/Service has not been fully utilized by the end of the Validity Period, the unutilised portion of such Product/Service shall be automatically forfeited without notice to you. Any unutilised Product/Service cannot be carried forward to any subsequent Product/Service purchased by you. Notwithstanding any such forfeiture, you shall remain liable for all Product/Service fees and you shall not be entitled to any refund or compensation for any unutilised Product/Service from us.

3.4 No cancellations of the Sales Order nor refunds will be entertained.

**4. PRICE AND PRODUCT REVISIONS**

4.1 **Price.** We reserve the right to revise the price of any Product/Service at any time and without prior notice to you.

The revised pricing shall apply when you subscribe for or purchase a new Product/Service, or when you renew an existing Product/Service after its Validity Period. You shall not be subject to the revised price in the event that the revision occurs during the Validity Period of your existing Product/Service. Any revised pricing will apply at the end of the applicable month if the Product/Service is purchased through a monthly subscription.

4.2 **Product.** We reserve the right to:

a. vary the types and quantities of any add-ons, features and/or other Product/Service that may be offered to you in addition and/or ancillary to your purchase of a particular Product/Service at any time; and

b. vary or discontinue any Product/Service at any time without notice to you.

Your use of the Platform constitutes your acceptance of such variation and/or discontinuation. Should you object to any such variation and/or discontinuation, your sole option is to terminate this Agreement by giving us thirty (30) days' written notice.

**5. PAYMENT**

5.1 In consideration of your payment of the fees and any other charges or fees in the sum and manner set out in the relevant Sales Order and/or under this Agreement, the Company shall provide the Product/Service in accordance with the terms and conditions set out here.

5.2 We shall only be obliged to activate or allow you to use Product/Service upon your acceptance of this Agreement and receipt of your full payment of all fees and charges for the Product/Service under the applicable Sales Order, unless otherwise agreed in writing by the Company.

5.3 At our discretion, we may send invoices to you by email or such other electronic method as we notify to you. Upon our request you will advise us of an email address to which we may send your invoices. It is your responsibility to ensure that email address is accurate, is up to date, is functioning properly and is regularly monitored by an authorised person on your behalf. It is also your responsibility to advise us of any changes to the email address to which invoices should be sent. If an email address notified by you ceases to function properly or otherwise should be amended, you will promptly provide an alternate email address for the purpose of receiving invoices. Invoices are deemed to be received by you on the day immediately following the date shown by our email system as the sent date. Any failure to receive an invoice does not relieve you of liability for payment of fees by the due date shown on the invoice.

5.4 All prices exclude any Taxes. If any consideration paid to us under or in connection with this Agreement is paid free of Tax, and at any time after such payment we become aware (either by notification from a regulatory authority or otherwise), that an amount of Tax or an additional amount of Tax should have been charged or is applicable to such payment, we will be entitled to recover from you that amount of Tax and any subsequent amount required to be paid to a regulatory authority (including any amounts required to be withheld from payments made to us and remitted to any regulatory authorities). Such payments must be paid to us within thirty (30) days of receipt of a notice by you from us.

5.5 You, being the recipient of the Product/Service, shall submit the applicable Sales Order for stamp duty assessment. You shall bear all stamp duty payable in respect of the applicable Sales Order, together with all costs and expenses associated with or incidental to the stamp duty assessment (including any legal fees) as well as any fine or penalty imposed (if any). A copy of the stamp certificate shall be provided to us promptly once it is available. You shall indemnify and hold us harmless from any losses, liabilities, costs and expenses arising from any non-compliance with the Stamp Act 1949.

5.6 In the event that any payment due to us, is received subsequent to its due date, late payment interest shall accrue and be payable thereon before as well as after judgment at the rate of 5% per annum, or such other interest rate as we determine in our sole discretion, calculated on a daily basis from the date that payment is due until the date of actual receipt of such payment, including the interest thereto.

5.7 In the event that you fail to make payment of any fees due under these Terms of Purchase, you acknowledge and agree that we shall be entitled to take such steps against you to recover any fees owed to us including commencing legal proceedings against you for the recovery of the same. You agree to indemnify and hold us harmless against all costs and expenses, including legal fees, which we may reasonably incur in the taking of such step.

5.8 Unless otherwise specified herein and to the extent permitted by law, there shall be no refund of any fees paid.

## 6. DATA PRIVACY AND CONFIDENTIALITY

### 6.1 Data Privacy

a. You agree to our collection, use, disclosure, processing, storage, and handling of the Personal Information provided by you (or on behalf of your employees, officers, agents or representatives), in accordance with our Privacy Policy. You also agree for us to disclose and display the Personal Information on the Platform for users to contact you regarding your Listing(s) and/or Product/Service.

b. Following completion of any transaction with you, we may use your Personal Information for the purposes of publicising or sharing our products and services to you or contacting you to obtain feedback unless you expressly notify us in writing via email to dpo@propertyguru.com.my that you no longer wish to receive such information on our Product/Service or be contacted by us.

c. You (or your employees, officers, agents or representatives) may unsubscribe from any direct marketing communications according to the unsubscribe facility within the communications. Alternatively, you (or your employees, officers, agents or representatives) may withdraw consent from the use of the Personal Information in accordance with the Privacy Policy.

d. If you are providing Personal Information to us on behalf of any of your employees, officers, agents or representatives, then you warrant that you have obtained prior consent from such employee, officer, agent or representative for us to use and to provide for use by our group of companies and partners, his/her Personal Information in the manner set out here.

e. You shall ensure that your account (if applicable), Personal Information and contact details that you provide to us are true, accurate, current and complete at all times and that the email address and mobile number you provide to us are functioning and regularly monitored. You shall promptly advise us of any changes to your Personal Information or contact details. We shall not be responsible for your failure to receive invoices, Product/Service or other information from us if such failure is due to an error in the Personal Information or contact details that you have provided. We are not obliged to reissue, amend or cancel any Sales Order to correct errors or omissions in your personal or billing information.

f. If you provide us any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and/or refuse any and all current or future use of the Product/Service (or any part thereof).

### 6.2 Confidentiality

a. You undertake to treat as confidential and keep secret all Confidential Information, provided that this clause shall not extend to information which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

b. You shall not without the prior written consent of us, divulge any part of the Confidential Information to any person except to any regulatory authorities to the extent as may be required under any applicable laws or regulations.

c. You shall indemnify us against any loss or damage which we may sustain or incur as a result of your failure to comply with such undertaking in this Section A, Clause 6.2 .

d. You shall promptly notify us if you become aware of any breach of confidence by any person to whom you divulge any of the Confidential Information and shall give us, all reasonable assistance in connection with any proceedings which we may institute against such person for breach of confidence.

e. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any expiry of the Validity Period or termination of this Agreement.

## 7. YOUR WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGMENTS

7.1 You represent and warrant to us that at all times during this Agreement:

a. you have read and agree to be bound by this Agreement;

b. you are at least 18 years old or have the necessary legal capacity, right, power and authority to form a binding contract or agree to this Agreement in order to use and access the Product/Service;

c. you hold all necessary legal, regulatory and governmental authorization, licenses or accreditation to advertise, sell or lease all listings for real estate, properties and project launches that you display on the Platform using the Product/Service, including without limitation the Advertisement Permit and Developer's Licence (APDL) issued by the Malaysian Ministry of Housing and Local Government (KPKT);

d. you shall have full authority, right and power to provide us with any material, listing or advertisement material which will be displayed on the Platform as Advertisement Material and to grant us the licences under Section A, Clause 7.2(a) below;

e. the material, listing or advertisement material supplied by you and which are displayed on the Platform as Advertisement Material, does not infringe any proprietary rights and intellectual property rights of any third party;

f. you will not make any representations to such property owner or vendor that are inconsistent with Section A, Clause 7.1(c) above;

g. you have authority from the property owner or vendor to advertise, sell or lease all listings for real estate, properties and project launches that you display on the Platform using the Product/Service and have the proper authority in place as may be required by applicable laws and regulations;

h. you will comply with all of your obligations set out in Section A, Clause 8 below; and

i. if you are signing the Sales Order on behalf of a company, that you are authorised to bind that company to this Agreement.

7.2 You acknowledge and agree that at all times during this Agreement:

a. in consideration of us granting you a right for your Advertisement Material to be displayed on the Platform and the other services we provide, you grant us an irrevocable, perpetual, world-wide, royalty free licence to commercialise, copy, licence to third parties, use and adapt for any purpose related to our business any Advertisement Material, content or material you provide to us during the Validity Period, and this licence survives termination of this Agreement by you or us;

b. we will use reasonable endeavours to provide you with continuous operation of the Platform and the Product/Service we provide, however we cannot guarantee this and technological failures or delays may prevent us from doing so;

c. where you authorise or request us (in writing or verbally) to upload any Advertisement Material or otherwise your content on your behalf or create a listing using material from your website or material that you or your company has provided to us or directed us to use, such advertisement material, listing and the material comprising it will be considered an 'Advertisement Material' as defined in Section A, Clause 2.4 above and will be subject to these Terms of Purchase;

d. where you have provided us with your contact details or your employees have provided us with their contact details (verbally or in writing, including by the provision of a business card to our employees), we may contact you and your employees from time to time in relation to products and services offered by us or our business partners and you authorise us:

i. to contact you or your employees via phone, email, text message, push notifications and other electronic media, unless you explicitly request us not to contact you via these methods; and

ii. to contact you or your employees via any of these methods without including an unsubscribe facility, to the extent permitted by law.

**8. YOUR OBLIGATIONS**

8.1 Your obligations to us are as follows:

a. You will not allow anyone else to use your subscription and/or the Product/Service to upload Listings on the Platform (except for the Company upon the terms and conditions of this Agreement);

b. you will comply with the Company's Privacy Policy, Terms of Service and the Acceptable Use Policy (as varied from time to time);

c. you will ensure for any statement you make to us, the Customer Content (defined in Section B: Optional Product/Services) or any other content or material supplied by you (including content uploaded to the Platform):

i. is not unlawful;

ii. is not uploaded for an improper purpose;

iii. does not: (A) advertise on behalf of our competitors (collectively "**Competitors**"); (B) include, branding, logo, display or link to any Competitor's listing, advertisement material or platform (such as desktop website, mobile website, mobile application etc.); or (C) compete with us in any manner that we have not specifically authorised;

iv. does not include any Competitor's watermark;

v. is not misleading or deceptive or likely to mislead or deceive (including for the reason that the branding on a listing would, or would be likely to, mislead or deceive consumers about your company or individual agent that was responsible for selling the relevant property);

vi. does not include information that is defamatory, fraudulent, in breach of copyright or would otherwise expose us to any liability, legal proceedings or other sanction;

vii. does not include any content, material or photographs posted or provided by another user of the Platform without their permission;

viii. does not contain links or references to third party websites which provide auctioneering or advertising services or are otherwise unrelated to the Advertisement Material; and

ix. complies with all applicable laws, rules, regulations and conditions of any of your applicable licences, whether in the jurisdiction in which the Advertisement Material is placed, or the jurisdiction in which the targeted audience of the Advertisement Material, resides;

d. you will comply with all applicable laws, including without limitation, laws relating to consumer protection, competition, local fair-trading legislation, data privacy, and any other applicable advertising standards and regulations;

e. you will comply with any guidelines and codes issued by your local and national body for your type of organisation;

f. you will ensure that you and all employees of your company will treat our employees with courtesy at all times and not threaten, harass, abuse, assault, use offensive language towards, defame or repeatedly and unnecessarily contact our employees, contractors or agents or otherwise cause them distress or discomfort;

g. you will ensure that you do not use our registered or unregistered trademarks for any purpose that we have not previously approved in writing or in a manner that is likely to mislead individuals into believing there is an association between your brand and our brand, other than that of customer and service provider, without our prior written consent.

h. You shall not use any third-party software, hacks, mods or any method whatsoever to access, crawl or collect any information or data from the Product/Service. Neither shall You use any software that intercepts, "mines" or otherwise collect information from or through the Product/Service.

8.2 In relation to use of any account to access the Platform or Product/Service:

a. In the case where you are an individual, only you may access the Product/Service using your username and password. In the case where you are a legal entity, only your authorised representative may access the Product/Service using your username and password. You shall not share your account with a third party or transfer your account to a third party.

b. We reserve the right to require you to reset your user password from time to time. We further reserve the right to audit and electronically monitor the number of accesses and the frequency and duration of your activity with the Product/Service and/or request information for you to submit to us.

c. You acknowledge that the transmission of information over the Internet and other network services is inherently insecure, and we cannot guarantee the privacy or security of any information transmitted over the Internet and other network services. You should take the necessary security measures (such as changing Your password regularly) to protect such information and you shall use your best efforts to prevent unauthorised access to your account. You shall immediately notify us if you discover any unauthorised use of your account, user ID and/or password or any other breach of security.

**9. TERMINATION OR SUSPENSION BY US**

9.1 Without limiting our other rights, we may immediately terminate this Agreement and/or the Sales Order or suspend your use and access to the Product/Service and/or the Platform if:

a. you fail to pay any fees or charges due to us within thirty (30) days after the due date or according to the timelines set out in the Sales Order;

b. any of your warranties or representations in Section A, Clause 7.1 are incorrect;

c. you are in breach of this Agreement (whether or not the breach is material) and fail to rectify the breach within seven (7) days of us giving you notice of the breach and requiring that it be remedied;

d. if required by any law or regulation, or by any enforcement or other government agencies or regulatory authorities;

e. if you, or your Advertisement Material, infringe any Intellectual Property Rights of ours or any third party;

f. if you have engaged in any fraudulent, unlawful or illegal activities;

g. if (i) you cease to carry on business, (ii) you are declared insolvent or bankrupt, (iii) you enter into or become the subject of any resolution, order or proceeding related to your liquidation, insolvency or receivership, (iv) an administrator, receiver or administrative receiver is or is likely to be appointed in relation to you or any of your assets, or (v) you enter into any arrangement or composition with or for the benefit of your creditors;

h. you die, or if you are in a partnership, are dissolved or an application to dissolve is filed, or if you are a company, are wound up or an application for winding up is filed;

i. you acquire, are acquired by or merge with another entity which, in our reasonable opinion, is our Competitor;

j. in the event of discontinuance or material modification to the Platform or our Product/Service or part thereof; or

k. in the event of any unexpected technical or security issues.

9.2 In the event that we exercise our right to suspend your use and access to the Platform pursuant to Section A, Clause 9.1 above, you remain liable for all subscription and Product/Service fees until the termination or expiration of this Agreement. We will not refund and/or compensate you, in the event that your use and access to the Platform or the Product/Service is suspended or terminated under Section A, Clause 9.1.

9.3 We reserve our rights and remedies.

**10. TERMINATION BY YOU**

10.1 In addition to any rights of termination you may have under another this Agreement, you may immediately terminate this Agreement and/or the Sales Order if:

a. we are in material breach of any of our obligations under this Agreement;

b. we are in breach of any of our obligations under this Agreement (whether or not the breach is material) and fail to rectify the breach within thirty (30) days of you giving us notice of the breach and requiring that it be remedied;

c. we enter into bankruptcy, liquidation, provisional liquidation, administration, receivership, receivership and management, a composition of arrangement with our creditors, or appoint a receiver, manager or controller over all or any part of your assets, or are protected from creditors under any statute, or become or are deemed to become insolvent;

i. we are wound up or an application for winding up is filed; or

ii. we exercise our right to suspend your use and access to the Platform for a period of 30 days or more.

**11. EFFECT OF TERMINATION OR SUSPENSION**

11.1 Suspension of your use and access to the Platform pursuant to Section A, Clause 9.1 and termination of this Agreement pursuant to Section A, Clause 10.1, shall not:

a. relieve you of your liability to pay fees up to the effective time of termination and, for the avoidance of doubt, invoices will still be issued and payable for periods of suspension and during notice periods leading to termination;

b. relieve either party of its accrued obligations and liabilities pursuant to this Agreement which may be enforced before or after termination; or

c. waive any accrued rights in respect of any breach of this Agreement by either party.

11.2 We may at our sole discretion, decide not to enter into a new agreement with you if you have previously terminated an Agreement or contract of any type with us.

11.3 The sums payable by you on termination shall be a debt due to us payable within thirty (30) days of notice of termination.

11.4 As a consequence to termination of the Sales Order or this Agreement:-

a. Your access to the Product/Service and Platform shall cease and be terminated;

b. You shall forfeit all unutilised portions of the Product/Service under the relevant Sales Order or Agreement;

c. We shall be entitled in our sole discretion to delete your account (if any) and all related information, passwords, files, and content associated with or inside such account, including where applicable your iDeveloper account described in Section D (iProperty Product/Service); and

d. We shall be under no obligation to refund the whole or any part of any fees paid by you in advance in the event we exercise our right to terminate your Sales Order or this Agreement or terminate, suspend or remove your Advertisement Material and you shall not be entitled to any compensation or indemnity, whether for loss of distribution rights, goodwill or otherwise, as a result of such termination, suspension or removal.

**12. EXCLUSIONS AND LIMITATION OF LIABILITY**

12.1 You expressly understand and agree that:

a. Your use of any Product/Service is at your own risk. We provide the Product/Service on an "as is" basis. We expressly disclaim, to the extent permitted by law, all warranties and conditions, whether express or implied by statute, common law or otherwise, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement;

b. We make no warranty that:

i. our Product/Service will meet your requirements;

ii. our services will be uninterrupted, timely, secure and error-free;

iii. our Product/Service will be accessible at any time or at all times via the channel selected or used by you;

iv. the quality of any Product/Service, information or other material purchased or obtained by you will meet your expectations;

v. any errors in the Product/Service will be corrected; and

vi. the information and content provided on the Platform is complete, accurate or current.

12.2 Subject to Section A, Clause 12.3 below, to the extent permitted under applicable laws, each party:

a. excludes all conditions, warranties and guarantees implied into this Agreement;

b. excludes liability for consequential, special or indirect loss or damage (including but not limited to loss of opportunity, loss of revenue, loss of data and loss of profits); and

c. limits its liability for breach of any consumer guarantee, condition or warranty that cannot be excluded to (at the party's option) resupplying the relevant service or paying the cost of having the relevant service re-supplied.

12.3 We exclude all and any conditions, warranties and guarantees relating to the number of users, impressions and clicks generated by your Advertisement Material or Listings on the Platform. Further, we make no guarantees, warranties or representations that your Advertisement Material or Listings will be displayed on any user's search results on the Platform.

12.4 Each party must take all reasonable steps to minimise any loss it suffers or is likely to suffer and that is the subject of a claim under this Agreement. If a party does not take reasonable steps to minimise that loss, then the other party's liability for the relevant claim will be reduced accordingly.

12.5 We shall not be liable to you for any damages, losses or liabilities arising under this Agreement to the extent that liability is caused by (a) any delay in performance or breach of this Agreement resulting from any matter beyond its reasonable control (including blackouts, viruses, other defects, delays or failure of the server hosting the Platform or the internet service provider; or (b) your Advertisement Material or Listings.

12.6 We limit our liability for breach of any condition, warranty or guarantee that cannot be excluded to (at our option) resupplying the relevant Product/Service or paying the cost of having the Product/Service resupplied. In no event shall our aggregate liability for any claims under or pursuant to this Agreement exceed the aggregate fees actually paid by you to us for the 12-month period, immediately preceding the event that gave rise to your claim against us.

12.7 Notwithstanding any other provision in this Agreement to the contrary and to the extent permitted by applicable law, under no circumstances shall we be liable for any direct, indirect, consequential, exemplary or special damages, nor for damages for loss of profit, goodwill, use, data, other tangible losses or any loss or damage relating to (a) the content or the quality, or any error or omissions in the publication of any Advertisement Material; (b) disruptions or interruptions to the Internet that may affect your Advertisement Material; (c) errors, delays or technological failures that may prevent us from providing Product/Service or related services or continuous operation of the Platform; (d) loss of your data or Personal Information; (e) damage, disruption or injury to your Advertisement Material, webpage or website; (f) any delay or failure in performance due to or caused by events beyond our reasonable control, even if we were advised of the possibility of such damages or if such possibility was reasonably foreseeable; (g) unauthorised access to or alternation of your transmission or data (h) statements or conduct or any third party on the Platform; and (i) any other matter relating to the Platform.

12.8 You acknowledge and agree that the disclaimers and exclusions of liability set out in this Agreement represent a fair and reasonable allocation of the risks and benefits of the contract between you and us, taking into account all relevant factors including without limitation the value of the fees and payments provided by you. You further agree that these disclaimers and limitations shall be enforceable to the fullest extent permitted by applicable law in all jurisdictions worldwide.

**13. INDEMNITY**

13.1 You agree to indemnify us and our subsidiaries, officers, employees, agents and/or other parties ("**Indemnified Party**") against any and all liabilities, actions, proceedings, claims, demands, direct, indirect or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and client basis) incurred or suffered by any Indemnified Party arising out of or in connection with:

a. use, act or omission in relation to the Platform or any Product/Service by you or your representative;

b. content or material uploaded or submitted by you in connection with this Agreement, which may or may not be published on the Platform;

c. any content, material, product or service provided by you to us to which members of the public (including users of the Platform) can access (including without limitation, any Intellectual Property Rights or industrial property rights, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices);

d. Your violation of the terms and conditions under this Agreement;

e. claims from third parties arising out of your cancellation and/or termination of this Agreement;

f. any negligent act, omission or willful conduct, misconduct or fraud by you, your officers, employees, agents, servants or independent contractors; and

g. any claim of ownership of the Product/Service, or rights in respect of same which is adverse to our rights and claims hereunder.

13.2 For the avoidance of doubt, you shall also indemnify us against any and all liability, loss, damage, costs and expenses which we or a third party may incur or suffer whether direct or consequential (including any economic loss or other loss of profits, business or goodwill) as a result of any dispute or contractual, tortious or other claims or proceedings brought against us by a third party alleging infringement of its Intellectual Property Rights by reason of your use or exploitation of the Product/Service, and/or publication of the Advertisement Material.

13.3 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement for whatever reason.

**14. INTELLECTUAL PROPERTY RIGHTS**

14.1 You expressly agree that this Agreement shall not be deemed an agreement of sale. All materials published or available on the Platform including by not limited to, text, graphics, photographs, designs, code, data, compilations and/or software (collectively, "**Company's Content**") are our property or the property of our content suppliers. We (and our content suppliers, as applicable) retain all right, title and interest in the Company's Content, including all Intellectual Property Rights therein. No Company's Content may be reproduced, modified, adapted, distributed, published, displayed, updated, posted, transmitted or hyperlinked in any manner and in any form without our express, prior written approval, and the approval of the respective copyright and trademark holders.

14.2 You may not engage in any dealings with other parties regarding the Platform and Company's Content. Such dealings include commercial dealings and dealings which will adversely affect the commercial value of the Platform.

14.3 You hereby grant us a non-exclusive and royalty-free license to use and adopt your logo, trade name, brand name and trademarks for marketing, distribution and publicity purposes and this licence survives the termination of this Agreement.

14.4 In consideration of us providing any Product/Service to you, you grant us an irrevocable, perpetual, transferable, world-wide, royalty free licence to use, copy, commercialise, license to third parties and adapt for any purpose related to our business any content or material you upload onto the Platform or otherwise provide to us, and this licence survives termination of this Agreement.

**15. ASSIGNMENT**

15.1 You must not assign this Agreement without our prior written consent.

15.2 We may assign this Agreement at any time. If we assign this Agreement, we will notify you of the assignment.

**16. NOTICES**

16.1 We will send all notices and other communications to you at the email address you have provided to us. It is your sole responsibility to ensure that you provide us with your current contact email address. Communications delivered by email shall be effective upon date of receipt.

**17. GENERAL PROVISIONS RELATING TO RIGHTS AND REMEDIES**

17.1 No delay or failure by either party to enforce any provision of this Agreement will be deemed a waiver or create a precedent or will prejudice its rights. No waiver by either party will be effective unless it is in writing and signed.

17.2 If any term of this Agreement is void, unenforceable or illegal, that term is severed. The remainder of this Agreement has full force and effect.

17.3 Each party's rights and remedies provided in this Agreement are in addition to other rights and remedies given by law and equity independently of this Agreement.

**18. GOVERNING LAW AND JURISDICTION**

18.1 The laws of Malaysia shall govern this Agreement and each party submits to the exclusive jurisdiction of the Courts of Malaysia.

**19. LANGUAGE**

19.1 In addition to the English language if this Agreement is made in Bahasa Malaysia too, then both versions are equally authentic. If there is a discrepancy or difference in interpretation between the Bahasa Malaysia version and the English version, the English version will prevail and the Bahasa Malaysia version is considered automatically amended effective from the date of effect of the English version, to make the relevant part of the Bahasa Malaysia version consistent with the part of the English version in question.

**20. FORCE MAJEURE**

20.1 Neither party shall be in breach of this Agreement in the event such party is unable to perform its obligations under this Agreement as a result of a force majeure event, which includes acts of God, new statutory enactments or modifications, war or warlike hostilities, pandemics, epidemics, acts of terrorism, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labour, delay in deliveries from sub-contractors, machine failure caused by force majeure, or any other event that is unforeseeable and outside the reasonable control of such party. Except for your payment obligations, upon the occurrence of any force majeure event such party shall be relieved of any obligation under this Agreement as is affected by the force majeure event(s), save that the provisions of this Agreement which are unaffected by the force majeure event(s) shall remain in force.

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**SECTION B: OPTIONAL PRODUCT/SERVICE**

In the event you purchase any optional Product/Service as set out in the relevant Sales Order, then Section B, Clauses 1, 2 and/or 3 (where applicable) shall apply.

**1. ADVERTISING SERVICES**

1.1 Where you purchase advertisement and marketing services in relation to any Advertisement Material as set out in the relevant Sales Order (the "**Advertising Services**"), this Section B, Clause 1 shall govern the Advertising Services.

1.2 **Submission of Content**

1.2.1 All Advertisement Material should be submitted to us through the methods and using the file format specified by us before the date of placement of the Advertisement Material. If your Advertising Services package allows for an Advertisement Material to be placed immediately after submission on the Platform, you may submit your Advertisement Material to the Platform at any time.

1.2.2 In the event that you are unable to submit the Advertisement Material through the Platform, or if we have so instructed, please send the Advertisement Material to us via e-mail to *enquiries@propertyguru.com.my* or as otherwise advised by us, together with your name, company, date of placement of Advertisement Material, your Sales Order reference number (if any) and any other information specified by us.

1.2.3 We may in our sole discretion reject your Advertisement Material, postpone the placement of your Advertisement Material and impose additional administrative fees on you, in the event you do not (i) provide the information set out in Section B, Clause 1.2.2; (ii) submit the Advertising Material in the prescribed format, or (iii) submit the Advertising Material by the deadline prescribed by us. We reserve the right to approve or reject any Advertisement Material in our sole discretion without providing reasons to you.

1.2.4 In the event you fail to make full payment for the Advertising Services or submit Advertising Material as required, we may terminate this Agreement and/or your Sales Order and you shall remain liable for the full sum of the fees indicated in the Sales Order.

1.2.5 We will use all reasonable endeavours to publish Advertisement Material on the agreed placement date and in the format and position requested by you, however we do not guarantee this, and we shall not be liable for any failure to do so.

1.3 **Placement of Advertisement Material**

1.3.1 You acknowledge and agree that you are solely responsible for the content of your Advertisement Material and for any errors or omissions in the content provided to us which we rely on in the publication.

1.3.2 You acknowledge and agree that our role is as publisher only and not to review or check the legality or accuracy of your Advertisement Material. The publication of any Advertisement Material or the continuous availability of the Advertisement Material to the members of the public shall not constitute our acceptance that such Advertisement Material complies with this Agreement. We are not obliged to accept any requests to correct errors or omissions after your Advertisement Material has been published or repeated.

1.3.3. We reserve the right to approve or reject any Advertisement Material in our sole discretion without providing reasons to you.

1.3.4. In the event that you are, in our reasonable opinion, in breach of Section A, Clause 7.1(c), Clauses 8.1(c) and/or 8.1(e) above or the terms of the Acceptable Use Policy, you shall promptly comply with our direction in relation to your Advertisement Material, including any direction to delete, amend or update any Advertisement Material or part thereof.

1.3.5 We may refrain from publication or edit, amend or remove your Advertisement Material or part thereof without notice to you if, in our reasonable opinion, you are in breach of your obligations under this Agreement (including Section A, Clause 7.1(c)) or if required by any law or regulation, or by any enforcement or other government agency or regulatory authority.

1.3.6 We may from time to time make changes to the format or layout of the Platform without prior notice to you. This may result in changes to the format or layout of your Advertisement Material. You acknowledge and agree that we, in our absolute discretion, may from time to time change how your Advertisement Material is placed, positioned and presented.

1.3.7 You may request that we remove your Advertisement Material after it has been published, however we shall not refund any fees that you have paid for the withdrawn Advertisement Material and shall not be liable for any loss or damage suffered by you as a consequence of such withdrawal. You acknowledge that in certain circumstances, withdrawal of a published Advertisement Material is not feasible (e.g. an Advertisement Material published, offline). Where we are agreeable to withdraw the published Advertisement Material, we may charge you administrative fees (in our sole discretion) for such withdrawal.

1.4 **Advertisement requirements**

1.4.1 In additional to your obligations in Section A, Clause 8.1, you shall ensure that all Listings or Advertisement Material:

a. are placed in categories that best describes the services that you are providing. We reserve the right to re-locate Listings to the correct category in our sole discretion. For example, a Listing concerning the sale of a property should be placed under the "for sale" or "buy" category, and a Listing concerning the rental or the letting of a property for rental should be placed under the "for rent" or "rent" category; and

b. relate to one real property only.

1.4.2 You shall not use any HTML tags, bots or any means other than those provided on the Platform to manipulate your Advertisement Material.

**2. CREATIVE SERVICES**

2.1. Where you purchase a Product/Service to write, design, create, produce a campaign, sponsored story, creative or other materials in any medium (**"Creative"**) as set out in the relevant Sales Order (the "**Creative Services**"), this Section B, Clause 2 shall apply. You understand that the Creative is designed for you, and you shall be solely responsible for the content and maintenance of that Creative.

2.2. We agree to design and produce the Creative using the content that you have supplied us for the purposes of the Creative ("**Customer Content**") according to your instructions. We accept no liability in relation to your use of the Creative including whether you choose to use the Creative as part of an Advertisement Material or campaign on our Platform, or to publish it on other websites and media.

2.3. We own all Intellectual Property Rights in the working files, templates and materials used to produce the Creative (except for the Customer Content) and any other content/material that we provide to you for the purposes of designing your Creative. We grant you a non-exclusive, non-transferable, royalty-free and revocable license to use such templates and content/material for the purposes of creating and maintaining your Creative.

2.4. If you request us to include the final version of the Creative in an Advertisement Material, it will be considered 'Creative' and the standard intellectual property provisions in Section A, Clause 14 (Intellectual Property Rights) will apply to the working files, templates and materials used to produce the Creative (except for the Customer Content).

2.5. In relation to the Customer Content:

a. You shall own all Intellectual Property Rights in the Customer Content and in the final version of the Creative, in the format that we supply to you at the conclusion of the Creative Services. You acknowledge that you have sole responsibility for the use of any third party Intellectual Property Rights included in the Customer Content.

b. We shall not be responsible for the accuracy and/or functionality of the Customer Content in the form in which it is provided to us or as modified upon and in accordance with your instructions for inclusion on your Creative.

c. The Customer Content is your sole responsibility and we shall not be responsible for your failure to provide any services promoted on your Creative.

d. You understand that we are under no obligation to review the Customer Content and inclusion of the Customer Content by us on your Creative or the continuous availability of your Creative to members of the public shall not constitute acceptance by us that such Customer Content complies with these Terms of Purchase.

2.6 We reserve the right to remove access to any Creative that does not comply with this Agreement, without notice or liability to You.

**3. EDM AND SMS CAMPAIGNS**

3.1 Where you purchase a Product/Service relating to the conduct of marketing services delivered via EDM or SMS, as set out in the relevant Sales Order (the "**EDM and SMS Campaign Services**") this Section B, Clause 3 shall apply.

3.2 For the purposes of this Section B, Clause 3, "**Marketing Content**" means the content of an EDM or SMS and any other content and instructions supplied by you to us that we reasonably require in order to send the EDM or SMS.

3.3 You shall be responsible for reviewing and endorsing all Marketing Content before it is sent. We are unable to retract any Marketing Content once it has been sent or delivered.

3.4 We are under no obligation to review the Marketing Content and the dissemination of the Marketing Content shall not constitute our acceptance that such Marketing Content complies with these Terms of Purchase. Notwithstanding the foregoing, you agree that we may edit, amend or otherwise correct the Marketing Content prior to dissemination.

4. **LEAD ENQUIRIES**

4.1 Where you purchase a Product/Service to generate consumer enquiries and leads from your Advertisement Materials, Listings and/or Creative hosted on our Platforms as set out in the relevant Sales Order ("**Lead Enquiries**") this Section B, Clause 4 shall apply.

4.2 You undertake that you will only collect, use, disclose and store Personal Information obtained through use of our Product/Service including through Lead Enquiries generated by users submitting enquiries on our Platform, for the sole purpose of contacting the person enquiring in relation to their specific enquiry or in accordance with the applicable Personal Information collection statement. You will not sell these Lead Enquiries to third parties and will destroy or de-identify them once they are no longer needed for the purpose they were provided to you for (unless you obtain consent from the users otherwise).

4.3 We reserve the right to change any Lead Enquiry availability period and to de-identify or remove the personal information contained in these Lead Enquiries at any time to meet our obligations under applicable laws.

**SECTION C: PROPERTYGURU PRODUCT/SERVICE**

In the event the Company is PropertyGuru International (Malaysia) Sdn Bhd and the Product/Service that you purchase relates to *www.propertyguru.com.my*, then this Section C shall apply.

1. **DEFINITIONS**

The following defined terms shall have the meanings set forth below when referring to an PropertyGuru Product/Service purchased by you:

| | | |
|---|---|---|
| a. | **Acceptable Use Policy** | pursuant to Section A, Clause 2.1 above, means the acceptable use policy set out in www.propertyguru.com.my/customer-service/acceptable-use; |
| b. | **Matterport** | means the Matterport, PropertyGuru Product/Service, which is a film, interactive or non-interactive, in a digital, photogrammetry or 3-dimensional format, that provides a user with a virtual tour, walk-through or plan of a location, real estate property, project launch or property development; |
| c. | **Platform** | pursuant to Section A, Clause 2.11 above, the website is www.propertyguru.com.my; |
| e. | **Privacy Policy** | pursuant to Section A, Clause 2.12 above, means the privacy policy found at www.propertyguru.com.my/privacy; |
| f. | **Terms of Service** | pursuant to Section A, Clause 2.17 above, means the terms of service found at www.propertyguru.com.my/terms-of-service; |
| g. | **PropertyGuru Product/Service** | pursuant to Section A, Clause 2.13(c) above, means the product/services relating to *www.propertyguru.com.my* which are identified in the Sales Order; |
| h. | **Validity Period** | pursuant to Section A, Clause 2.18 above, means the PropertyGuru Product/Service has a validity period of : (a) 24 months from the Matterport account activation, for Matterport related PropertyGuru Product/Service (b) 12 months from the order date set out in the Sales Order, for all other Product/Service purchased; unless otherwise specified by the Company in the relevant Sales Order or in writing. |

**2. MATTERPORT**

2.1 If you purchase Matterport via the Sales Order, you agree and acknowledge that:

2.1.1 you will be granted a non-exclusive, revocable, non-transferable licence to:

a. use and access Matterport from the Platform and we will take reasonable steps to facilitate such access for the duration of the Validity Period;

b. use and access Matterport from a URL link which will be provided to you ("**URL Link**") and we will take reasonable steps to facilitate such access for up to twenty four (24) months from the date we provide you with the URL Link and an option to renew such access for up to twenty four (24) months;

c. host Matterport via the URL Link on your own website, media and/or platform, subject to Section C, Clause 2.1.5; and

d. display Matterport via the URL Link at any property-related or real estate-related event you may participate or sponsor, subject to Section C, Clause 2.1.5.

2.1.2 we or our licensors own all rights, titles and interests (including without limitation copyright or other intellectual property rights such as any logo, trademark or watermark therein) in Matterport and any other material developed to create the Advertisement Material;

2.1.3 you do not own and shall not claim ownership to any right, title and interest in and to Matterport, and nothing in these Terms of Purchase assigns to you any right, title, and interest in and to Matterport and any other material developed to create the Advertisement Material (including without limitation any copyright or other intellectual property rights in Matterport e.g. any logo, trademark or watermark therein);

2.1.4 we are under no obligation to provide you with any copy of Matterport;

2.1.5 when hosting or displaying Matterport you are not allowed to modify or adapt Matterport (including without limitation any logo, trademark or watermark therein) and must host and/or display Matterport via the URL Link on an "as is" basis;

2.1.6 your hosting or displaying of Matterport is solely your responsibility and neither we nor our service provider accept any liability in relation thereto;

2.1.7 Matterport operates to capture visual images of the property plan, real estate property, project launch or property development on an "as is" basis for display on the Platform as Advertisement Material and/or access from the URL Link;

2.1.8 we and/or our service provider accept no liability in relation to any defects or damages to or in the property plan, real estate property, project launch or property development which might impact on the correctness, accuracy and/or quality of the performance of Matterport of the output from Matterport;

2.1.9 our provision of Matterport is conditional upon the validity or continuity of any licence(s) that we may require from our licensor(s) or service provider for the creation of Matterport, display on the Platform as Advertisement Material and/or provision of the URL Link; and

2.1.10 you have full authority and are authorised to provide us, our personnel, representative or third party service provider with access to enter real estate property, project launch or property development to perform any services related to Matterport.

2.20 You indemnify any and all Indemnified Parties against any direct or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any Indemnified Party as a result of your breach of Section C, Clause 2.1.1, Clause 2.1.5, and Clause 2.1.10 above. Such indemnity is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of these Terms of Purchase for whatever reason.

**3. NOTICES**

3.1 Pursuant to Section A, Clause 16.1, unless, otherwise specified herein, all notices from you to us (including termination notices) must be sent to via e-mail to enquiries@propertyguru.com.my (copying legal@propertyguru.com).

**SECTION D: iPROPERTY PRODUCT/SERVICE**

In the event the Company is iProperty.com Malaysia Sdn Bhd and the Product/Service that you purchase relates to www.iproperty.com.my, then this Section D shall apply.

**1. DEFINITIONS**

The following defined terms shall have the meanings set forth below when referring to an iProperty Product/Service purchased by you:

| | | |
|---|---|---|
| a. | **Acceptable Use Policy** | pursuant to Section A, Clause 2.1 above, means the acceptable use policy set out in www.iproperty.com.my/acceptable-use-policy-agent-agency/; |
| b. | **iProperty Product/Service** | pursuant to Section A, Clause 2.13(c) above, means the product/services relating to www.iproperty.com.my which are identified in the Sales Order; |
| c. | **Platform** | pursuant to Section A, Clause 2.11 above, the website is www.iproperty.com.my; |
| d. | **Privacy Policy** | pursuant to Section A, Clause 2.12 above, means the privacy policy found at www.iproperty.com.my/privacy-policy/; |
| e. | **Terms of Service** | pursuant to Section A, Clause 2.17 above, means the terms of service found at https://www.iproperty.com.my/terms-of-use/; |
| f. | **Validity Period** | pursuant to Section A, Clause 2.18 above, means the iProperty Product/Service has a validity period of 12 months from the order date set out in the relevant Sales Order unless otherwise specified by the Company in the relevant Sales Order or in writing. |

**2. iDEVELOPER ACCESS**

2.1 Subject to the iProperty Product/Service that you purchase under the Sales Order, we may grant you access to an *iDeveloper* account for your authorised representatives to access or manage the relevant Product/ Service.

2.2 At all times, you are responsible for ensuring that your iDeveloper account and access is only used by your authorised representatives. You are fully responsible for all transactions conducted using your iDeveloper account and you shall be liable for all transactions conducted by them. All activities carried out through your iDeveloper account must be in compliance with our Acceptable Use Policy, all applicable laws, rules and regulations and the following requirements:

a. you shall keep secure the iDeveloper account username and password for accessing any Product/Service;

b. you shall keep your Personal Information, account and contact details constantly updated with us and such information should be accurate at all times;

2.3 You will fully indemnify us from and against all damages, losses, costs, expenses arising from any third party claims brought against us as a result of your failure to comply with this Section C, Clause 1.2.

**3. NOTICES**

3.1 Pursuant to Section A, Clause 16.1, unless, otherwise specified herein, all notices from you to us (including termination notices) must be sent to via e-mail to sales@iproperty.com.my (copying legal@propertyguru.com).

## SECTION E: EXHIBITIONS AND EVENTS

In the event the Company is **iProperty.com Malaysia Sdn Bhd** and the Product/Service that you purchase relates to an Exhibition and Event package under the relevant Sales Order, then this Section E shall apply.

### 1. DEFINITIONS

The following defined terms used in this Section E, shall have the meanings set forth below:

a. **Exhibition or Event** means an exhibition, event or roadshow organised by the Company (or its related parties within PropertyGuru Group) at a shopping mall, convention centre, exhibition hall or any other venue, as described in the relevant Sales Order, which aims to facilitate your promotion, marketing, offer to sell and/or sale of your products and/or services to visitors and participants;

b. **Exhibitor's Manual** means a handbook or user manual issued by the Company, setting out information, guidance, rules and regulations for all exhibitors, including you, to abide by when participating at the Exhibition or Event;

c. **Official Contractor** means the contractor appointed by the Company for you to engage and contract with to carry out any electrical or building works required by you to construct, instal, alter, maintain, decorate and/or disassemble your booth and related materials at any Exhibition or Event.

### 2. ALLOCATION OF BOOTH SPACE

2.1 Pursuant to your purchase of an Exhibition and Event package under the relevant Sales Order, the Company will allocate a booth space for your participation at the Exhibition or Event upon the execution of the Sales Order by both parties, subject to the availability of booth spaces and Section A, Clause 1.2.

2.2 At its discretion and where deemed absolutely necessary, the Company may reallocate and relocate your booth space at the Exhibition or Event to optimise foot traffic management and exhibition exposure as a result of unforeseen changes to the floor plan, force majeure event described in Section A, Clause 20, or for any reason whatsoever.

### 3. ALLOCATION OF BOOTH TYPE

3.1 In accordance with your Exhibition or Event package entitlements under the relevant Sales Order, the Company shall assign to you the booth type and/or any other Products and entitlements set out in the relevant Sales Order.

### 4. EXHIBITORS

4.1 As you are the exhibitor participating at the Exhibition or Event, you shall ensure that your exhibits, materials, products or services promoted, marketed and displayed relate to real estate and lifestyle and comply with the Exhibitor's Manual and the terms and conditions under this Agreement. The Company reserves the right to determine the eligibility of any product and/or services to be displayed or displayed at the Exhibition or Event.

4.2 You may invite up to two (2) of your related entities within your group of companies to participate at the Exhibition or Event under your booth, provided that you notify the Company at least five (5) working days prior to the commencement of the Exhibition or Event, and furnish all information and details required by the Company.

### 5. EXHIBITS AND APPLIANCES

5.1 The Company shall allocate booth space(s) to you, according to dimensions, specifications and restrictions set out in the relevant Sales Order in accordance with the booth type and nature of your package entitlement. Any interference of your exhibits with neighbouring booths of other exhibitors and their exhibits, is strictly prohibited.

You shall not display in your booth any products or services which do not conform with the relevant Sales Order or otherwise contravene the terms and conditions of the Exhibitor's Manual or this Agreement.

**6. SOUND LEVEL**

6.1 You shall ensure that any mechanical or electrical devices are operated at a reasonable decibel level and neither emit loud or irritating sounds and noises nor disturb other exhibitors during the Exhibition or Event. The Company reserves the right to determine the acceptable sound level in all such circumstances.

**7. CONTRACTOR**

7.1 You may engage and contract for the services of the Official Contractor to construct, install, alter, maintain, decorate and/or disassemble your booth and related fittings and materials at any Exhibition or Event. If you choose to engage and contract the services of other contractor(s) for booth design and construction, you are required to seek the Company's approval for your contractor(s) in accordance with the process set out in the Exhibitors Manual. Save for the foregoing, engagement of any other contractor or workmen is prohibited.

**8. ELECTRICAL FITTINGS AND ELECTRICITY SUPPLY**

8.1 In accordance with the fees and charges set out in the Exhibitors Manual, any lighting, lighting mains, power plugs, power mains, electrical fittings and motors for your booth, are available to you for purchase. Any installation of the foregoing fittings and materials must be carried out by the Official Contractor. Upon your confirmation of any purchase order for such fittings and materials with the Official Contractor, you shall make full payment of the same to the Official Contractor.

**9. ADVERTISING OF EXHIBIT**

9.1 You shall only distribute brochures, flyers or other printed advertising materials from your booth vicinity and further you are solely responsible for all content and information contained in your advertisement materials.

**10. CANCELLATION POLICY**

10.1 In the event you wish to cancel the Sales Order or the Exhibition or Event package for any reason whatsoever, you shall inform the Company immediately by providing written notice. Non-payment of any fees or charges under the relevant Sales Order or your failure to participate at the Exhibition or Event shall not constitute cancellation under this Section E, Clause 10.1.

10.2 If the Company receives your written notice of cancellation less than eight (8) weeks prior to the commencement of the Exhibition or Event, you shall be liable for the full fees and charges of the booth space and related package entitlements, as set out in the relevant Sales Order, including any other costs incurred by the Company as a result of your cancellation. You agree to automatically forfeit any and all deposits, confirmation fees or payments made so far, in favour of the Company. Further, any and all sums payable by you, whether the Company has invoiced you or not, shall become a debt due to us and payable, immediately, notwithstanding Section A, Clause 11.3. All payments made by you are non-refundable, subject to Section E, Clause 11.2.

10.3 If the Company receives your written notice of cancellation at least eight (8) weeks prior to the commencement of the Exhibition or Event, you agree to automatically credit any and all deposits, confirmation fees or payments made so far, towards any future Exhibitions and/or Events. All payments made by you are non-refundable, subject to Section E, Clause 11.2.

10.4 You shall be liable for any costs and expenses related to your cancellation of the Sales Order or the Exhibition or Event package.

## 11. FAILURE TO EXHIBIT

11.1 In the event that you fail to participate and attend the Exhibition or Event, you shall be liable for the full fees and charges of the booth space and related package entitlements, as set out in the relevant Sales Order, including any other costs incurred by the Company as a result of your failure to participate and attend.

11.2 In the event you fail to participate and attend the first day of the Exhibition or Event, the Company has the right to immediately forfeit your booth space and package entitlements and re-purpose or re-allocate your booth space to another exhibitor without notice to you.

## 12. ELECTRICAL SAFETY

12.1 You shall ensure that any and all of your:

a. display wiring or display fixtures conforms to the minimum standards required under the Exhibitor's Manual and applicable laws and regulations, as may be established by governmental agencies and standard fire inspections ordinances; and

b. displayed wiring must exhibit the seal and/or such other seals of official approving agencies, as may be required at your booth space.

## 13. SAFETY AND FIRE LAWS

13.1 You shall comply with any and all applicable fire and safety laws at the venue of the Exhibition or Event, and further, you shall ensure that:

a. any of your decorations are fire-proof and not inflammable. You shall not decorate your booth with any Acetate and rayon drapes that are not flame-proof, nor use decorations of paper, pipe boughs, leafy decorations or tree branches;

b. all electrical wiring complies with applicable local fire department and underwriters' rules;

c. none of your personnel shall vape or smoke cigarettes, e-cigarettes or any drugs in or around the Exhibition or Event venue;

d. crowding at or around your booth does not happen;

e. your exhibits shall not block any aisles and fire exits; and

f. your exhibits, property, goods and/or stock or materials are not stacked nor stored in and around your booth space at the Exhibition or Event area.

## 14. INSURANCE

14.1 You shall procure and maintain all necessary insurances in connection with your attendance and participation at the Exhibition or Event from a reputable insurance company (including adequate coverage for theft, public liability and property loss and damage) and where required, to name the Company as an additional insured under the insurance policies.

## 15. NO SUB-LETTING

15.1 You shall not sublet or subcontract the whole or part of your booth space without prior written consent from the Company.

## 16. CODE OF BUSINESS ETHICS

16.1 You shall conduct your promotional and marketing activities at the Exhibition or Event in an orderly manner so as not create unhealthy practices detrimental to the Exhibition or Event as a whole.

## 17. REJECTED DISPLAY

17.1 At all times, you shall comply with the Exhibitor's Manual, the terms and conditions of this Agreement and any other rules and regulations that may be imposed by the venue operator, when participating, promoting, offering for sale and displaying any exhibits and materials at the Exhibition or Event.

17.2 The Company reserves the right to reject and/or remove any exhibits, advertising materials (in whole or in part) or any exhibitor or its representatives, which do not comply with the Exhibitor's Manual, the terms and conditions of this Agreement and any other rules and regulations that may be imposed by the venue operator, with or without giving cause. If any exhibit or exhibitor is rejected or removed for any other stated reason, no refund of fees and charges relating to the booth space, shall be made.

17.3 All items exhibited by you must remain at the booth space for the whole duration of the Exhibition or Event and shall not be removed with the intention of abandoning the allocated space, without prior written consent from the Company.

## 18. THE COMPANY'S OBLIGATIONS

18.1 The Company agrees to provide you with reasonable assistance, information on any changes to the Exhibition or Event and/or Company-issued promotional materials. The Company shall also perform general marketing campaigns to promote the public's attendance of the Exhibition or Event through accepted means of advertising, public relations, publicity, etc.

## 19. RIGHT OF POSSESSION

19.1 In the event your (or your creditor's) exhibits or other property remain at the Exhibition or Event venue, of its vicinity, the Company shall have the right of possession to all such exhibits or other property. Such right to possession shall be superior to that of any person other than you.

19.2 In the event you have outstanding payments due and owing to the Company by the payment due date under the Sales Order, the Company reserves the right to prohibit and/or prevent you from removing your exhibits or other property from the Exhibition or Event venue.

## 20. CHANGES

20.1 The Company reserves the right to change or cancel the venue and dates or duration of the Exhibition or Event due to any force majeure under Section A, Clause 20 (Force Majeure). In the event of such change in venue and dates or duration or cancellation of the Exhibition or Event, you shall not be entitled to claim any compensation for loss or damage suffered in connection with your Exhibition or Event package entitlements.

## 21. TERMINATION

21.1 In addition to Section A, Clause 9 (Termination or Suspension by Us), without limiting our other rights, we may immediately terminate this Agreement and/or the Sales Order or suspend your use and access to the Exhibition or Event if:

a. at the Company's opinion, the Exhibition or Event venue is or potentially will be unfit for occupancy; and

b. the Company is unable to proceed with the Exhibition or Event due to a force majeure event described in Section A, Clause 20 (Force Majeure).

21.2 In addition to Section A, Clause 11 (Effect of Termination or Suspension), and as a result of the Company's termination of suspension of the Exhibition or Event, the Company's shall, at its sole option and expense pay you a prorated refund of your payment made for the fees and charges towards your booth space and package entitlements at the Exhibition or Event based on the number of exhibit days remaining unfilled.

**22. LIABILITY**

22.1 In addition to Section A, Clause 12 (Exclusions and Limitation of Liability), the Company shall not be liable to you for any damages, losses or liabilities arising under this Agreement to the extent that liability is caused by:-

a. the Official Contractor, your contractor(s), any exhibitor, member of the public or any other person;

b. any cancellation or postponement of the Exhibition or Event due to a force majeure event described in Section A, Clause 20; and

c. errors or omissions in any promotional material published by the Company.

22.2 Specifically, the Company excludes liability for loss and damage to your exhibits, advertisement materials and other property, or lost shipment in transit to and from the Exhibition or Event venue for any reason whatsoever, including theft, fire or any other destructive causes. You shall be solely responsible for any loss or damage to your exhibits, property and related materials due to any reason whatsoever, including inadequately packed property of yours. If any of your exhibits and materials fail to arrive in time for the Exhibition or Event, such failure shall not excuse your from participating in the Exhibition or Event nor shall such failure be construed as a cancellation of the Exhibition or Event, pursuant to Section E, Clause 10.1 above. You are advised to procure and obtain valid insurance against such risks of loss or damage to your property.

22.3 In addition to Section A, Clause 13 (Indemnity) you agree to indemnify the Indemnified Party against any and all liabilities, actions, proceedings, claims, demands, direct, indirect or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and client basis) incurred or suffered by any Indemnified Party arising out of or in connection with fire, accident, property damage or personal injury or death to any person caused by your acts or omissions at or in the vicinity of the Exhibition or Event.

Updated as at 5 October 2026
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