

## TERMS OF USE

The following terms and conditions constitute an agreement between you and Uptown Abode Sdn. Bhd. formerly known as Opulent Abode Sdn. Bhd. (Company No.: 201501043347 (1168668-T). Uptown Abode Sdn Bhd (“Uptown Abode”) the operator of this website (“**Website**”). By accessing, browsing and/or navigating through the Website, you agree to be bound by the following terms and conditions (“**Terms of Use**”) including any terms and/or policies developed by Uptown Abode and published by Uptown Abode on the Website in connection with these Terms of Use (“**Policies**”).

### 1. THE WEBSITE

- 1.1. The use of the Website shall be subject to the Policies as may be developed and imposed on you by us from time to time. Except as otherwise expressly prohibited or limited by applicable laws, we may amend, update, modify or supplement the Policies from time to time. You are responsible for reviewing such updated Policies published by us on the Website and/or notified to you from time to time.

### 2. PERSONAL DATA

- 2.1. We may collect, or you may (be required to) provide us with, your personal data from time to time during your use of the Website. By accessing, browsing and/or navigating through the Website or providing your personal data to us, you agree to be bound by the Policies and you consent to the processing of your personal data by us in accordance with our [Personal Data Protection Notice](#). You shall ensure that all the relevant information made available to us are and remain true and accurate.
- 2.2. In the event that any third party personal data is provided by you to us, you are responsible for ensuring that all necessary consent has been obtained from such third party and that such third party has agreed to the processing of his/her personal data by us in accordance with our [Personal Data Protection Notice](#).
- 2.3. You must be 18 years of age or over to submit your personal data to us. By submitting your personal data to us, you represent and warrant that you are competent and have the right, authority and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

### 3. CONTENT

- 3.1. You acknowledge that the design, text, data, graphics, images, user interface, visual interface, information, suggestions, guidance and other materials provided, that is published, found or made available through the Website (“**Content**”) is provided for general information and illustration purposes only. The Content is to the best of our knowledge or based on the information provided to us by third parties and does not constitute an opinion, recommendation or advice by us.
- 3.2. While we strive to provide accurate and up-to-date information, you shall:
  - (a) evaluate the relevance, completeness, and usefulness of the Content yourself; and
  - (b) verify the Content prior to making any decision based on any such Content.
- 3.3. Although we believe the Content is accurate at the time of publication, we do not guarantee the timeliness, accuracy, or completeness of any Content. We may update or change the Content at any time without notice. To the maximum extent permitted by applicable laws, we are not liable

for any inaccuracies, omissions, or any outcomes resulting from the use of the Content.

#### **4. USER OBLIGATIONS**

4.1. We may (but shall be under no obligation to) investigate if you have misused the Website, or behave in a way, which we regard as inappropriate, unlawful or illegal. Save as otherwise expressly permitted by Uptown Abode, you shall not and shall not attempt to, whether by yourself or by allowing any third party to:

- (a) copy, distribute and/or disseminate the Website and/or the Content for any purposes except for ordinary sharing that is not expressly restricted by the Website;
- (b) rent, lease, licence, sell, loan, translate, merge, adapt, vary or modify the Website and/or the Content;
- (c) disassemble, decompile, reverse-engineer, recreate or otherwise reduce to human-perceivable form all or any part of the Website;
- (d) reconstruct, identify or discover any underlying software, source code, underlying ideas, underlying user interface techniques or algorithms of the Website;
- (e) create derivative works based on the whole or any part of the Website and/or the Content;
- (f) commercially exploit the Website and/or the Content or use the Website and/or the Content for any purpose other than the purpose permitted by and reasonably contemplated under these Terms of Use;
- (g) make alterations or modifications to the whole or any part of the underlying software of the Website and/or any associated systems and/or networks (of Uptown Abode or other third party), or permit the underlying software of the Website to be combined with, or become incorporated in, any other programs;
- (h) use the Website and/or the Content and/or any associated systems and/or networks (of Uptown Abode or other third party) in any improper, unauthorised and/or unlawful manner, for any unlawful purpose, or in any manner inconsistent with or not authorised by these Terms of Use, including without limitation using the Website to facilitate illegal activity, deciphering any transmissions to or from the servers running or hosting the Website or using the Website for unlawful, commercial, and/or non-personal purposes and/or for any purpose that is illegal or prohibited by these Terms of Use and applicable laws;
- (i) use any device, software or routine to interfere or attempt to interfere with the proper working of the Website and/or the Content and/or any associated systems and/or networks (of Uptown Abode or other third party);
- (j) use the Website to cause damage or injury to any person or property and/or upload, post or transmit, or cause to be uploaded, posted or transmitted, to or through the Website and/or any associated systems and/or networks (of Uptown Abode or other third party) any material which contains viruses, malicious codes or other computer codes, files or programs which are harmful or designed to limit or destroy the functionality or compromise the integrity of any computer software or hardware;
- (k) misuse, abuse or hack into any aspect of the Website and/or the Content and/or any associated systems and/or networks (of Uptown Abode or other third party) in any manner whatsoever or otherwise compromise the integrity of the Website and/or the Content and/or any associated systems and/or networks (of Uptown Abode or other third party);
- (l) collect, share or harvest any materials from the Website and/or any associated systems and/or networks (of Uptown Abode or other third party) except where such act is necessary for the normal use of the Website for the purpose as permitted by Uptown Abode;

- (m) gain unauthorised access to any component or portion of the Website and/or the Content and/or any associated systems and/or networks (of Uptown Abode or other third party), or otherwise obtain or attempt to obtain any materials through any component or portion of the Website and/or any associated systems and/or networks (of Uptown Abode or other third party), not intentionally made available by Uptown Abode to you;
- (n) send, publish or advertise any unsolicited advertising or promotional content through or on the Website and/or any associated systems and/or networks (of Uptown Abode or other third party);
- (o) overload, "flood," "spam," "mail bomb," or "crash" the Website;
- (p) take any action that places excessive demand on the Website and/or any associated systems and/or networks (of Uptown Abode or other third party) or imposes, or may impose, an unreasonable or disproportionately large load on the servers and/or networks of Uptown Abode or its personnel/contractors;
- (q) use the Website in a way that could: (i) damage, disable, overburden, impair or compromise the systems or security of Uptown Abode or its personnel/contractors; or (ii) interfere with other users' use of the Website in any manner whatsoever;
- (r) scan, test or tamper with or compromise the safety, security or configuration of the Website and/or the Content and/or any associated systems and/or networks (of Uptown Abode or other third party) or otherwise breach any security or authentication measures;
- (s) bypass or circumvent measures employed to prevent or limit access to or use of the Website and/or the Content and/or any associated systems and/or networks (of Uptown Abode or other third party);
- (t) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with your use of the Website;
- (u) express or imply that any statements you make are endorsed by us without our specific prior written consent;
- (v) store in, post, upload, distribute or transmit, or cause to be stored in, posted, uploaded, distributed or transmitted, to or through the Website and/or any associated systems and/or networks (of Uptown Abode or other third party) any Content that: (i) will violate or infringe any applicable laws or the rights (including without limitation any intellectual property rights) of Uptown Abode or others; and/or (ii) is unlawful, inaccurate, technologically harmful, threatening, abusive, discriminatory, defamatory, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law; and/or
- (w) publicly disseminate information regarding the performance of the Website or access or use the Website for competitive analysis or benchmarking purposes.

4.2. Without prejudice to other rights we may have under these Terms of Use or in law:

- (a) we shall be entitled to immediately suspend or terminate your use of the Website in the event that you are found to be in breach, or Uptown Abode has reasonable ground to believe that you may be in breach, of any of the terms contained in the Terms of Use or where your use of the Website has posed or will pose a security or major risk to Uptown Abode, the Website and/or other customers of Uptown Abode; and
- (b) we shall have the right to remove any content posted by you, that violate any laws, infringe any rights of any person and/or otherwise in breach of any of the terms or conditions contained herein.

4.3. You shall:

- (a) co-operate with and assist Uptown Abode with all matters in connection with these Terms of Use and deal with Uptown Abode in utmost good faith;
- (b) comply with all applicable laws and procure, obtain and maintain all necessary licences, consents, approvals and/or permits (regulatory, contractual or otherwise) relating to your use of the Website and/or the Content and your activities and obligations in connection with Terms of Use;
- (c) declare, make or sign all documents and do all things necessary or desirable to give effect to these Terms of Use; and
- (d) carry out all obligations under these Terms of Use in a timely and efficient manner.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1. The Website (including without limitation its underlying software or technology) and the Content created and developed by us which is published by us on the Website shall belong absolutely to us (and/or our third party licensors, service providers, affiliates and/or contractors), including without limitation all intellectual property rights subsisting therein ("**Website Properties**"). You acknowledge that the Website and its underlying software or technology are proprietary to us and are protected by applicable intellectual property rights laws. Any use of Website Properties shall be subject to our approval and instructions and these Terms of Use. For the avoidance of doubt, any and each use of our logos, marks, trade names and/or business names ("**Uptown Abode Marks**") shall be subject to our prior written consent, instruction and any conditions as we may impose. Without in any way limiting the generality of the foregoing, where you have procured our written consent in relation to the use of Uptown Abode Marks, you shall comply with the following:

- (a) you must include a statement attributing the Uptown Abode Marks to us;
- (b) you shall not use any of the Uptown Abode Marks in or as the whole or part of your own trademarks;
- (c) you shall not use any of the Uptown Abode Marks in association with activities, products or services which are not ours;
- (d) you shall not use any of the Uptown Abode Marks in a manner which may be confusing, misleading or deceptive; and/or
- (e) you shall not use any of the Uptown Abode Marks in a manner which disparages us or our information, products or services.

5.2. You are permitted to use the Website Properties to the extent made available to you only for personal, non-commercial purposes as reasonably contemplated herein in accordance with and subject always to the Terms of Use contained herein.

## 6. ADVERTISEMENTS

We may place advertisements in different locations on the Website and at different points during your use of the Website. You acknowledge and accept that the advertisements may relate to third party's products and/or services and we shall not be made responsible for any such third party goods and/or services. You are advised to take the necessary measures to confirm and verify the accuracy of such advertisements with the relevant third party. To the maximum extent permitted by law, we shall not be liable or responsible in any manner whatsoever for any claims

in connection with such advertisements of third party products and/or services.

## **7. COOKIES**

- 7.1. Generally, cookies are text files containing small amounts of information which are downloaded to your computer or mobile device when you visit a platform and allow a platform to recognize your device. The Website uses cookies to distinguish you from other users of the Website. Cookies do a lot of different jobs, such as letting you navigate between pages efficiently, remembering your preferences and generally improving the user experience. This helps us to identify your preferences when you browse the Website to provide you with a better browsing experience and also allows us to improve the Website. We process your cookies for the purpose of these Terms of Use and, where applicable, in accordance with our [Personal Data Protection Notice](#).
- 7.2. Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies. We recommend that you check the relevant third party's privacy policies for information about any cookies which may be used.
- 7.3. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of the Website.

## **8. LINKS TO OTHER SITES**

- 8.1. The Website may contain links to other websites/platform that do not belong to or are not operated and maintained by us ("**Linked Websites**"). Such links are provided for convenience only. We do not endorse and are not responsible for the Content or privacy practices contained in or associated with the Linked Websites. Please visit and refer to the Linked Websites for more information about the content or privacy practices contained in or associated with the Linked Websites.
- 8.2. The Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Websites, or of any content, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

## **9. LIMITED WARRANTIES AND DISCLAIMER**

- 9.1. To the maximum extent permitted by applicable laws, the Website, and the Content are provided on an "as is" and "as available" basis, with all faults and without warranty of any kind, and Uptown Abode hereby disclaims all warranties and conditions, either express, implied or statutory, with respect to the Website, and the Content (including, but not limited to any implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, completeness and non-infringement of third party rights) save and except for the express warranties and conditions stated in these Terms of Use.
- 9.2. Without prejudice to the foregoing, we do not represent and warrant, to the maximum extent permitted by applicable laws:
  - (a) that you will be able to access or use the Website (either directly or through third-party networks) at times or locations of your choice;

- (b) the accessibility, accuracy, reliability, timeliness, completeness or legality of information provided by users of the Website, suggestions or recommendations or endorsements of services or products offered or purchased through the Website, or any other data or information provided or received through Website; and/or
- (c) that the Website will be secure, error-free, bug-free or free from defects, that loss of data will not occur, or that the Website and/or the associated network/servers are free of computer viruses, timers, contaminants, Trojan-horses, routings, time bombs or other harmful or malicious codes, programs or component. You shall ensure sufficient measures are in place in relation to the devices you use to access the Website, including the use of reasonable virus scanning software, to protect your own devices.

9.3. You acknowledge that the Website may be subject to limitations, delays and other problems inherent in the use of communications networks and facilities and we shall not be responsible to you for the transfer of data over communications networks and facilities, including the internet, which is beyond our reasonable control. In this regard and to the maximum extent permitted by applicable laws, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information to the extent within our reasonable control and within our processing environment having regard to our statutory obligations under applicable laws. Save as otherwise stated herein, you acknowledge sole responsibility for and assume all risk arising from your access and use of the Website to the maximum extent permitted by applicable laws.

## **10. LIMITATION OF LIABILITY**

- 10.1. To the maximum extent permitted by applicable laws, in no event shall we be liable to you for any indirect, special, incidental, consequential and/or exemplary damages and/or losses and/or loss of profits, income, data and/or goodwill howsoever arising, whether or not such losses and/or damages were reasonably foreseeable or even if we had been advised of the possibility of you incurring the same.
- 10.2. Notwithstanding anything contained in these Terms of Use and to the maximum extent permitted by applicable laws, Uptown Abode's maximum and cumulative total liability (including without limitation any liability for acts and/or omissions of its representatives) in respect of any and all claims, breach, compensation, indemnity, misrepresentation and any other damages and/or losses howsoever arising under these Terms of Use shall not exceed RM500.

## **11. INDEMNIFICATION**

You agree to indemnify and hold harmless Uptown Abode from and against any and all claims, actions, suits, proceedings, losses, costs (including legal fees on a solicitor-client basis), demands, damages, fines, penalties, liability and/or expenses made against, suffered, or incurred by Uptown Abode arising out of or in connection with any failure, violation, breach, misconduct, default, non-observance, non-compliance, misrepresentation, non-performance, neglect, negligence and/or omission (whether in tort, contract or otherwise) by you or on your part and/or by or on the part of any other person for whose acts or omissions you are responsible or liable (vicariously or otherwise) in connection with these Terms of Use regardless of whether or not legal proceedings have been instituted and irrespective of the means, manner or nature of any settlement.

## **12. TERMINATION**

- 12.1. Without limiting the generality of any other provisions contained herein, we may suspend and/or

terminate your use of the Website immediately if you are found to be in breach of any of these Terms of Use. We shall not be liable to you or any third party for such suspension and/or termination. You shall not use or attempt to use the Website after any such suspension and/or termination unless otherwise agreed by us.

- 12.2. We reserve the right to discontinue the Website for convenience. In such event, we will provide you with reasonable advance notice.
- 12.3. You acknowledge and agree that upon discontinuance of the Website by us, termination/suspension of your use of the Website or termination of these Terms of Use by us in accordance with the terms hereof, your access and use of the Website (or certain features and/or functionalities thereof) will cease or be disabled;
- 12.4. Notwithstanding the discontinuance of the Website or termination in accordance with the terms hereof, you acknowledge and agree that we (and/or our affiliates, service providers and/or vendors) may still be required to process your information for internal processing purposes. Any personal data will be processed subject to our [Personal Data Protection Notice](#).
- 12.5. The provisions contained herein which are: (i) expressed to survive the termination of your use of the Website; or (ii) capable of having effect and which by their nature, sense and context are intended to survive the termination of your use of the Website, shall remain in full force and effect following such termination.

### **13. FORCE MAJEURE**

- 13.1. Neither party shall be liable to the other party or be deemed to be in breach of these Terms of Use by reason of any delay in performing, or any failure to perform, any of its obligations under these Terms of Use, if the delay or failure was due to any cause beyond the party's reasonable control, including but not limited to:
  - (a) fire, act of God, storm, explosion, earthquake, flood, tempest, accident or other natural disaster;
  - (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - (c) acts, restrictions, regulations, by-laws, prohibitions, import or export regulations, embargoes or measures of any kind imposed by any governmental, parliamentary or local authority;
  - (d) strikes, lock outs or other industrial actions or trade disputes;
  - (e) epidemic, pandemic, virus outbreak or government restraints;
  - (f) difficulties in obtaining raw materials, labour, fuel, parts or machinery; or
  - (g) telecommunication, transportation, power supply, network or system disturbances or failures, or breakdown in machinery resulting in the impossibility of the use of any of the aforementioned.

### **14. WEBSITE MAINTENANCE**

It may be necessary for us to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Website, which may temporarily degrade the quality of the Website or result in a partial or complete outage of the Website. In this regard, we will not be liable to you or any third party for any such degradation in the quality or outage of the Website during maintenance.

## **15. GENERAL**

### **15.1. Amendments**

Uptown Abode shall have the right at any time to add, delete, amend, or modify these Terms of Use ("Amendments"), or any part thereof, or to impose new conditions. Such Amendments shall be effective immediately upon notice thereof, which may be given by means of, including, but not limited to, posting on or notifying you through the Website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use or continued use of the Website by you after the issuance of such notice shall be deemed to constitute acceptance of these Terms of Use with such Amendments. If you do not agree with any of these Terms of Use, you shall immediately notify us and cease using the Website. No addition, deletion, amendment, or modification of these Terms of Use by you shall be valid and binding unless approved in writing by us. You acknowledge that the features and functionalities of the Website may be changed from time to time by Uptown Abode. Uptown Abode shall be entitled to amend the features and functionalities of the Website.

### **15.2. Severability**

Any provision contained in these Terms of Use which is illegal, invalid or unenforceable shall, to the maximum extent possible, continue to apply with the necessary modification in order that the provision is legal, valid and enforceable provision which most closely reflects the original provision. If the foregoing is not possible, such provision shall be fully severable and ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions contained in these Terms of Use (such remaining provisions shall remain in full force and effect).

### **15.3. Governing Law**

These Terms of Use shall be governed and construed in accordance with the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction hereto.

### **15.4. Non-waiver**

No failure or delay on the part of a party in exercising any rights or remedies under these Terms of Use at any time or for any period of time shall operate as or be deemed to be a waiver thereof or otherwise diminish or affect the party's other rights and remedies under these Terms of Use. Any knowledge or acquiescence by a party of, or in, any breach of any provision of these Terms of Use shall not operate as or be deemed to be a waiver. No single or partial exercise of any rights or remedies by a party shall affect the other rights or remedies the party may have under these Terms of Use. A waiver by a party of any breach shall not constitute a continuing waiver in respect of any subsequent or continuing breach. A provision of right or remedy under these Terms of Use may not be waived except in writing signed by the party so waiving.

### **15.5. Entire Agreement**

These Terms of Use constitute the entire agreement between you and us relating to the subject matter hereof and supersede all previous written or oral agreements, arrangements or understanding between the parties in relation to the subject matter hereof.

### **15.6. Headings**

Headings of these Terms of Use are inserted for convenience only and shall not affect the construction or interpretation of these Terms of Use.

### **15.7. Non-assignment**

You shall not, without the prior written consent of Uptown Abode, assign, transfer, charge, sub-

contract or deal in any other manner with all or any of your rights and/or obligations under these Terms of Use. Uptown Abode shall be entitled to assign, novate and/or sub-contract any of its rights and/or obligations under these Terms of Use to its affiliates or any third party.