

## TERMS OF USE

**RENTGUARD SDN. BHD. (Company No.: 1198485-V)** (hereinafter referred to as “**RENTGUARD**”) is the owner and operator of [www.rentguard.com.my](http://www.rentguard.com.my) (“**the Website**”) and on which the Terms of Use are posted (“**the Terms of Use**”). All references to “**RENTGUARD**”, “**we**”, “**us**” and/or “**our**” in the Terms of Use herein contained shall refer to **RENTGUARD SDN. BHD. (Company No.: 1198485-V)**, a company incorporated under the laws of Malaysia.

PLEASE READ THESE TERMS OF USE THOROUGHLY AND CAREFULLY AS THEY CONTAIN ALL INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, OBLIGATIONS, LIABILITIES AND RESPONSIBILITIES WHATSOEVER GOVERNING THE USE OF THE WEBSITE.

ANY USE OF AND CONTINUOUS USE AND/OR ACCESS TO THE WEBSITE, IRRESPECTIVE OF WHETHER OR NOT YOU HAVE REGISTERED WITH THE WEBSITE, SHALL SIGNIFY YOUR UNEQUIVOCAL AND UNCONDITIONAL CONSENT AND ACCEPTANCE TO THESE TERMS OF USE, REGARDLESS OF WHETHER YOU ARE BROWSING OR MAKING A BOOKING OR ACCEPTING A BOOKING, SIGNING UP AN ACCOUNT, MAKING ANY PAYMENT OR USING ANY SERVICE OR ACCESSING ANY CONTENT AS THE CASE MAY BE ON THE WEBSITE.

IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU HAVE NO RIGHT TO DIRECTLY OR INDIRECTLY USE OR OBTAIN ANY INFORMATION OR CONTENT FROM OR OTHERWISE USE OR CONTINUE TO USE THE WEBSITE FOR ANY PURPOSE WHATSOEVER. IF YOU ACCEPT OR AGREE TO THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS OF USE AND, IN SUCH EVENT, THE TERM “**YOU**” AND “**YOUR**” WILL REFER TO AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

SUBJECT TO ANY WRITTEN AGREEMENTS MADE BETWEEN YOU AND RENDGUARD, THE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AND ANY AND ALL OTHER NOTICES OR ADDITIONAL CONDITIONS OR POLICIES PUBLISHED BY RENTGUARD ON THE WEBSITE SHALL CONSTITUTE AND BE THE SOLE AND ENTIRE AGREEMENT AND CONTRACT BETWEEN YOU AND RENTGUARD ON THE USE OF THE WEBSITE.

YOU FULLY UNDERSTAND AGREE AND ACKNOWLEDGE THAT RENTGUARD IS NOT A PARTY TO ANY AGREEMENTS OR CONTRACTS WHETHER ORAL OR WRITTEN ENTERED INTO BETWEEN OWNER, AGENT, AGENCY AND/OR USER. NEITHER IS RENTGUARD A REAL ESTATE AGENT, BROKER, INSURER OR ARBITRATOR. WE HAVE NO CONTROL WHATSOEVER OVER THE CONDUCT OF OWNER, AGENT, AGENCY, USER AND OTHER USERS OF THE WEBSITE OR ANY APPLICATION OR SERVICE OR ANY THIRD PARTY LINKS OR WEBSITE AND DISCLAIM ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### 1. DEFINITIONS AND INTERPRETATION

1.1 In the Website unless the context otherwise requires the following words and expressions shall have the following meaning:-

"Account"	means a registered account which you may open and create if you wish to access and utilise the full facilities and infrastructures of the Website.
"Agency"	means any real estate agency duly registered under Valuers, Appraisers & Estate Agent Act 1981 (“VAEA Act”).
"Agent"	means any registered estate agent defined in Section 2 of VAEA Act as a person whose name has been entered under Part III of the Register of Valuers, Appraiser and Estate Agents and to whom an authority to practice as an individual registered estate agent has been issued by the Board under section 16 of the VAEA Act subject to the conditions and restrictions as imposed by the Board.
“Booking Deposit”	means advance deposit paid by the User to RENTGUARD as stakeholder for the booking of the Relevant Property upon the issuance of the Booking Acceptance by the Owner.
“Booking Notification”	means an automatic notification generated by the Website to the Owner’s registered email with RENTGUARD notifying the Owner that a Booking Request has been received.

“Booking Request”	means a request to book a Property sent by an Agent on behalf of a User to the Owner through the Website which shall automatically lapse if not accepted by the Owner within a time period of twenty-four (24) hours from the Booking Request.
“Booking Acceptance”	means an acceptance by the Owner of the Booking Request through the Website within a time period of twenty-four (24) hours commencing from the time of the Booking Request.
“Booking Acceptance Notification”	means an automatic notification generated by the Website to the Agent’s and User’s registered email with RENTGUARD notifying the Agent and User that the Booking Request has been accepted by the Owner together with the Payment Reminder.
“Owner”	means any person who accepts Booking Request of his/her Property at the Website in accordance with the Terms of Use herein.
“Payment Acknowledgement”	means the acknowledgement issued by the Website to the User after payment of Booking Deposit by the User.
“Payment Acceptance Notification”	means an automatic notification issued by the Website to the Owner informing the Owner on the payment of the Booking Deposit by the User.
“Payment Period”	means a time period of twenty-four (24) hours commencing from the time of issuance of the Booking Acceptance Reminder to the relevant User.
“Payment Reminder”	to remind the Agent to collect Booking Deposit from the User and/or to remind the User to pay the Booking Deposit to RENTGUARD as stakeholder within a time period of twenty-four (24) hours commencing from the time of the issuance of the Booking Acceptance Notification to the User, failing which the Booking Acceptance shall automatically lapse and the Owner shall be at liberty to free up his Property for booking.
“Registered Email Address”	means the email address registered by any users of the Website, including but not limited to Owner, User, Agency and Agent.
“Relevant Property”	means the Property which an User agrees to book and the Owner agrees to accept the booking as stated in the Letter of Offer.
“User”	means any person who makes a Booking Request of any Property at the Website through any Agents in accordance with Terms of Use herein.
“Website”	means (i) the Website bearing the following domains:- <a href="http://www.rentguard.com.my">www.rentguard.com.my</a> and any other related websites or applications owned and operated by RENTGUARD; and (ii) any related or ancillary facilities or functions or services such as emails, short messaging services, newsletters, notifications or any other communications or contents.
“Working Day”	means a business day other than Saturday, Sunday and gazetted public holidays in the State of Wilayah Persekutuan of Kuala Lumpur, Malaysia.

## 2.

### **ELIGIBILITY**

The Website is intended solely for use by persons who are of the age of 18 years or above. You fully understand that any access to and/or use of the Website by anyone below the age of 18 years is expressly prohibited. You should read through all the Terms of Use carefully. The Terms of Use constitute a legally binding contract between you and RENTGUARD on the use of the Website and you agree, wherever required, to inter alia make payment for any services or use of the infrastructure on or through the Website.

### **3. ROLE AS OPERATOR OF THE WEBSITE**

3.1 You expressly agree, understand and acknowledge that:-

- (a) we are at all material times merely an online platform to facilitate properties transactions of Agency in which an Agent can assist User to book and make payment to secure an Property and Owner can accept booking of his Property through the Website;
- (b) we do not own, manage, operate or have any right, title or interest whatsoever or any possession or control whatsoever in or over any of the Property. At all material times, it is the relevant Owner who is solely and exclusively responsible to provide all information to the Agency and User to secure the booking of the Relevant Property and to fulfil the booking made through the Website by the User;
- (c) we are not responsible nor shall we be liable under any circumstances whatsoever in relation to and/or in connection with the Property booked by the User and/or for the acts, neglect, default, breach and/or omission of the Owner to the User or the User to the Owner or for any misrepresentations or misdescriptions or acts or omissions whatsoever of either the Owner, User, Agency, Agent or any other third party whatsoever.

### **4. GRANT OF LICENSE**

4.1 RENTGUARD grants you a non-exclusive, revocable license to use the Website upon these Terms of Use provided that:-

- (a) you will not copy, distribute or make any derivative works of the Website in any medium without prior written consent;
- (b) you will not alter or modify any part of the Website other than may be necessary with our prior written consent to use the Website for its intended purpose;
- (c) you will fully observe, comply and act in accordance with these Terms of Use and all applicable laws, rules and regulations.

4.2 If you are an Owner, you are advised to read these Terms of Use carefully and thoroughly before signing up an account with RENTGUARD to confirm a Booking Request sent by an Agent on behalf of User.

4.3 Owner, Agency or Agent hereby expressly and irrevocably represent, warrant and covenant with us that at all times, you:-

- (a) have all rights, title, interest, consents, licenses and all permits whatever that are necessary or required to provide us with the information, image, price and/or description of the Property;
- (b) have the full right, power and authority to agree to these Terms of Use and perform all the obligations and liabilities herein set out, and that doing so does not and will not violate any agreement or obligation to which you are bound under any agreements, contracts, applicable laws, rules and/or regulations; and
- (c) have all the approvals, permits, licences and consents whatsoever required by any laws or regulations to which you are subject to or that are necessary or required to operate, manage and enter into any transactions of the Property with any User who has made a booking through the Website.
- (d) have authorised RENTGUARD to collect Booking Deposit from the User on behalf of the Owner and/or Agency and shall not hold RENTGUARD liable for any loss or damages whatsoever caused.

4.4 You further fully declare and warrant that you are in compliance with the laws of the country, city and/or municipality where the Property is located and provide the Property for booking in accordance with the Terms of Use.

4.5 By making booking in the Website in accordance with the Terms of Use herein, you hereby expressly and irrevocably agree, covenant and undertake to indemnify us and keep us fully indemnified from and against all claims made against us and/or all losses and damages suffered by us including loss of profits and all primary losses and expenses arising from a breach of any of your representations and/or warranties and/or a breach of any of the Terms of Use herein.

### **5. COVENANTS ON USE OF WEBSITE**

5.1 In using and continuing to use the Website, you hereby expressly unconditionally, irrevocably and unequivocally covenant, warrant, confirm and undertake with us and with each other on the following:-

- (i) You shall not use the Website for any purpose which is illegal, unlawful, immoral, unethical and/or prohibited by these Terms of Use or by law which include but without limitation dissemination and/or publication of any information and/or statement which is defamatory and/or political in nature and/or seditious;
- (ii) Your description and personal data as described in the Website is true and accurate in all material aspects and you are not under any disabilities and/or disqualification under any law which prohibit you and/or restrict your rights to enter into a valid contract and to create legally binding obligations for any liabilities which you may incur as a result of the use of the Website;
- (iii) You shall not store, copy or otherwise use any information contained on the Website except for the purpose of browsing or making a search, booking, paying, creating a listing, accepting a booking or using any of the services of the Website;
- (iv) You shall not infringe the rights of any person or entity, including but without limitation to their intellectual property, privacy, publicity and/or contractual rights;
- (v) You shall not interfere with and/or damage the Website including but without limitation through the use of viruses, cancel bots, Trojan Horses, harmful code, flood pings, denial-of-service, packet and/or IP spoofing, forged routing and/or electronic mail address information and/or any similar methods or technology;
- (vi) You shall not use the Website to transmit, distribute, post and/or submit any information concerning any other person or entity, including but without limitation photographs and/or personal contact information of others without their permission;
- (vii) You shall not use the Website in relation to distribution, uploading, publishing and/or posting of any unsolicited advertisement;
- (viii) You shall not stalk and/or harass any Users of the Website;
- (ix) You shall not register more than one (1) account for yourself nor for and on behalf of any other except for your own account;
- (x) You shall not recruit and/or solicit any users of the Website to join and/or procure the service of any third party and/or other website which provides services similar to those provided by us;
- (xi) You shall not hold us liable for any damages, losses, costs and/or expenses of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of the inaccuracy, incorrectness, incompleteness and/or error of the information and/or personal data provided by anyone whether forwarded by or obtained from the Website or as a consequence of any Listing made on the Website or any booking made and/or generated from or through the Website;
- (xii) You expressly represent, warrant and undertake that all the personal data which you have provided to us for the purpose of facilitating the opening of the account to use of the Website are accurate, correct and free from any intentional and/or unintentional omission, error, typographical mistake, inaccuracy, incorrectness, falseness or otherwise.

## **6. CONSENT TO DISCLOSURE OF PERSONAL DATA**

- 6.1 You hereby expressly unconditionally, irrevocably and unequivocally acknowledge, covenant, consent and agree with us that we may access, preserve and disclose any of the personal data that you make available to us when accessing or using or registering to use the Website, if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (a) respond to claims asserted against us; (b) to comply with legal process; (c) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (d) to protect the rights, property or personal safety of us, our users, or members of the public. You hereby expressly undertake, confirm, agree, warrant and covenant with us that you will not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of any of access, preservation or disclosure of your personal data. If you do not agree to this provision, then we cannot provide the platform for your use and you shall stop accessing the Website and immediately deactivate your account forthwith. Otherwise, you will be deemed to have expressly consented to this provision if you use or continue to use the Website and for so long as you are still a registered user of the Website.

6.2 Some of the personal data will be gathered through the use of “cookies”. Cookies are small bits of information that are automatically stored on a person’s web browser in their computer, mobile phone or any other access device that can be retrieved by the Website. Should you wish to disable this cookies you may do so by changing the setting on your browser. Otherwise, you will be deemed to have expressly consented to the usage of “cookies” that we can collect, store or process any personal data through our use of “cookies”. You hereby expressly undertake, confirm, agree, warrant and covenant with us that you will not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of any of collection, storage or process of your personal data through our use of “cookies”.

## **7. NO WARRANTY OR REPRESENTATION**

7.1 You are fully aware and agree and acknowledge that we do not warrant or represent under any circumstances or in any way any description of any Property nor the identity or character or personal information of any Owner or User. It is your personal duty and responsibility to check and conduct all due diligence necessary through your investigation or interaction communication with each other through the Agency before making any decision to make and/or accept any booking or payment for a Property through the infrastructure of the Website in accordance with the Terms of Use.

7.2 If there should be any misrepresentation, error, incorrectness, mistake and/or inaccuracy of the description of the Property and/or any information on the Owner, the Owner has the absolute right and discretion to rectify such inaccuracy, error, incorrectness and/or typo graphical mistake at any time before the booking of the User is confirmed.

7.3 At all times, it is the sole duty and responsibility of the User to check the description of the Property and to get confirmation of the description of the Property from the Owner and/or Agency before making a booking or payment using the Website.

7.4 In using and continuing to use the Website, you hereby expressly undertake, confirm, agree, warrant and covenant with us that you are using the Website and the services voluntarily at your own risk and shall not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses or damages of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of using the Website and the services provided.

## **8. BOOKING OF PROPERTY**

8.1 You are required to first register to create an account and provide all the information requested in the account opening application to become a registered User of the Website in accordance with the Terms of Use. You may also register to create an account by logging into your account with certain third-party social networking sites (“SNS”) (including but not limited to Facebook and Google) (“Third Party Account”) via the Website. In order to do this, you may link your RENTGUARD’s account with any Third Party Account by providing your Third Party Account logging information to RENTGUARD through the Website and allowing RENTGUARD to receive certain information from your Third Party Account, as permitted under the applicable terms and conditions that govern your use of any Third Party Account.

8.2 Once the User has decided to book a Property, the User shall agree to all the terms and conditions of the Letter of Offer (“**Letter of Offer**”) contained in the Website and cause the Agent to send a Booking Request to the Owner through the Website.

8.3 The User is solely and absolutely responsible for all the booking which is made by the User through the Agent and/or any third party by using the User’s log-in username and password, regardless as to whether it is with or without the User’s authorization, consent or otherwise.

8.4 The Owner shall not vary, alter or modify the description of the Property once the Owner has received a Booking Request for the Relevant Property. If the variation, alteration or modification is unavoidable then the Owner shall reject the Booking Request before the Owner can request the Agent to make any variation, alteration or modification on the description of the Property.

8.5 A Booking Notification will be generated by the Website to the relevant Owner to notify the relevant Owner of a Booking Request and to request the relevant Owner to respond to the Booking Request by either accepting or rejecting the Booking Request within a time period of twenty-four (24) hours commencing from the time of the Booking Request. If no response is received upon expiry of twenty-four (24) hours as aforesaid, the Booking Request shall automatically lapse.

8.6 The Owner and/or the User agree(s) that both parties shall use their best endeavour to respond within all the time frames stated for all enquiries, replies and/or complaints or correspondences in accordance with the Terms of Use contained herein.

- 8.7 In the event that the Owner shall accept the Booking Request, the Owner shall signify his/her acceptance by agreeing to all the terms and conditions of the Letter of Offer. Upon such Booking Acceptance by the Owner, the Website will generate a Booking Acceptance Notification to the Agent and the User together with a Payment Reminder to remind the Agent to collect Booking Deposit from the User and to remind User to make payment of the Booking Deposit to RENTGUARD or Agency (via offline payment) as stakeholder to secure the booking with the Owner.
- 8.8 The User shall within twenty-four (24) hours from the issuance of the Booking Acceptance Notification and Payment Reminder, make payment of the Booking Deposit to RENTGUARD or Agency (via offline payment) as stakeholder, failing which the Booking Acceptance shall automatically lapse.
- 8.9 The Owner agrees that once the Owner has accepted the Booking Request of the Relevant Property, the Owner shall ensure that the Relevant Property will be available for the User throughout the duration of time stated in the Booking Request and that such obligation will only come to an end if the Owner does not receive any Payment Acceptance Notification within twenty-four (24) hours from the Booking Acceptance.

## **9. MODE OF PAYMENT**

- 9.1 Payment of the Booking Deposit may be made by the User to RENTGUARD as stakeholder via any of the following modes of payment:-
- (a) online transfer;
  - (b) credit card or debit card;
  - (c) PayPal; or
  - (d) offline payment

For the avoidance of doubt, "offline payment" means User pays the Booking Deposit by way of cash or cheque to the Agent and the Agent undertakes to deposit such Booking Deposit into an account of the respective Agency. User hereby acknowledges the risk of making offline payment and shall not hold RENTGUARD and/or the Agency liable for any losses or damages arising from making such offline payment to the Agent.

## **10. CONFIRMATION**

- 10.1 Upon RENTGUARD's receipt of the payment of the Booking Deposit in cleared funds via one of the modes of payment provided under Clause 9.1(a) to (c) above or upon RENTGUARD's receipt of a confirmation by the relevant Agency of receipt of an offline payment pursuant to Clause 9.1(d) hereof, a Payment Acknowledgement and Payment Acceptance Notification will be issued to the User and the Owner respectively.
- 10.2 Once the Payment Acknowledgement and the Payment Acceptance Notification have been issued to the User and the Owner respectively, the Booking shall be deemed confirmed and the terms and conditions stated in the Letter of Offer shall apply.
- 10.3 The User further acknowledges and agrees that the User may be required to enter into a definitive agreement with the Owner and the User agrees and acknowledges that the User is fully responsible for the negotiation and finalisation of all terms and conditions with the Owner.

## **11. NOT A PARTY OR AGENT OR PARTNER**

- 11.1 You expressly acknowledge and agree that RENTGUARD is NOT a party to any oral or written agreement or contract between the Owner and User for the booking or rental of the Relevant Property directly or indirectly through the Website.
- 11.2 No agency, partnership, joint venture or employment is created between you and RENTGUARD as a result of the Terms of Use or your use of any part of the Website.
- 11.3 Subject to any written agreements entered into between you and RENTGUARD, the Terms of Use together with the Privacy Policy and any and all other notices or additional conditions or policies published by RENTGUARD on the Website shall constitute and be the sole and entire agreement and contract between you and RENTGUARD on the use of the Website.

## **12. REFUND POLICY**

- 12.1 The Owner and the User hereby agree that any arrangement of the Booking Deposit (refund, forfeiture or otherwise) shall be governed under the Letter of Offer entered into between the Owner and the User.

12.2 As such, notwithstanding anything contained herein, any payment of Booking Deposit shall be released by RENTGUARD to the Agency without any obligation to hold the Booking Deposit as stakeholder.

12.3 RENTGUARD shall not be involved in any request for refund. The Owner and the User shall deal with the Agency directly for any request for refund. The Owner and the User shall not hold RENTGUARD liable for any losses or damages in any manner whatsoever.

### **13. LINKS AND ADVERTISEMENTS**

13.1 The Website may contain advertisements and/or links to any third party websites. You acknowledge and agree that we are not responsible and shall not be held liable for the contents, products and/or services available from such website and/or promoted by such website.

13.2 Such advertisements and/or links shall not be regarded by you at all times as an endorsement by us of the contents, products and/or services available from such website and/or promoted by such advertisements.

13.3 Accordingly, you further acknowledge and agree that you assume full responsibility for and all risk arising from the use of any of the contents, products and/or services available from such website and/or promoted by such advertisement.

### **14. DAMAGE TO PROPERTY AND EXCLUSION OF RENTGUARD'S LIABILITY**

14.1 The User acknowledges and agrees that the User is solely and exclusively responsible for the User's act and/or omission and also the act and/or omission of any individuals whom the User invites to, or otherwise provides access to the Relevant Property.

14.2 RENTGUARD recommends and advises all Owners to obtain the appropriate insurance for their Property and/or for any claims which may be made by a User against an Owner.

14.3 In using the Website, you agree and undertake not to attempt to impose any liability or seek any legal remedy from RENTGUARD with respect to any acts or omission by any Owner or User or other third parties using the services of the Website. You agree that any legal remedy or liability that you seek to obtain for actions or omissions of Owner or User or any third parties will be limited to a claim against the relevant party which caused you loss or harm by their direct or indirect act or omission.

### **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 All trademarks, service marks, logos, trade names and other proprietary designs used herein are our registered trademarks.

15.2 The Website contains copyright material, trade names and other proprietary information, including but not limited to text, software, graphics and any other material available on or through the Website. The entire contents of the Website are protected by copyright and intellectual property laws of Malaysia or any other countries in which such copyright and intellectual property is registered or recognised. You are strictly prohibited to modify, publish, transmit, participate in the transfer or sale of, create derivative works, or in any way exploit, any of the contents, in whole or in part.

15.3 For the avoidance of doubt, all intellectual property rights pertaining to the Website are hereby reserved and protected by laws.

### **16. PRIVACY POLICY**

16.1 You agree that our [Privacy Policy](#) (as may be updated from time to time) governs RENTGUARD's collection and use of your personal data.

### **17. SUSPENSION AND/OR TERMINATION OF USER'S ACCOUNT**

17.1 You fully agree that we may, in our absolute discretion and without any liability whatsoever to you, with or without cause, with or without prior notice and at any time, limit, suspend, deactivate and/or cancel your account with us if we are of the opinion that the use of the same by you will compromise the integrity of RENTGUARD or the Website.

### **18. LIMITATION OF LIABILITY & DISCLAIMER**

18.1 As expressly declared herein, you fully agree and acknowledge that we are strictly an online platform and at all material times, you fully understand and agree that we are not a party to any contract or agreement between the User and the relevant Owner whether oral or written nor for the booking, reservation and confirmation of the Relevant Property and the contract is strictly entered into directly between the User and the Owner who are the sole parties to the contract for the Relevant Property.

- 18.2 You further fully agree, understand and acknowledge that RENTGUARD is not a real estate broker, agent, insurer or arbitrator and RENTGUARD has no control whatsoever over the conduct of any Owner or User of the Website or any Description of the Property or the identity of any Owner or User or third party.
- 18.3 Accordingly, you fully agree and acknowledge that we shall have no responsibility and/or liability and/or obligation whatsoever to you with regards to all and any of the following:-
- (a) the accuracy, correctness, truthfulness and/or completeness of the description of any Property and/or any information or identity about the Owner or User; or
  - (b) the fulfilment of any booking made by the User through the Website; or
  - (c) the quality, standard and availability of the Relevant Property booked through the Website regardless what is stated by the Owner in the description; or
  - (d) the accuracy and correctness of the ratings and reviews published on the Website; or
  - (e) any error or failure or delay in issuing or, sending any reminders or confirmation, or sending or responding to any exchanges or emails to you; or
  - (f) any circumstances which are beyond our control including and not limited to a breakdown of the Website or a non-availability of any service at any time and from time to time; or
  - (g) any losses and/or damages suffered by you including and not limited to any personal injury or pecuniary or other losses whatsoever.

and we fully disclaim all liability in this regard to the maximum extent permitted by law.

- 18.4 You fully agree and acknowledge that we shall not be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind or for any loss of profits or loss of monies, whether based in contract, tort, equity, strict liability, statute or otherwise, which arises out of or is in any way connected with (i) any use of the Website for booking or content found herein; (ii) any failure or delay including but not limited to the use or inability to use any component of the Website; or (iii) the performance or non-performance by us even if we have been advised of the possibility of damages to such parties or any other party or that such loss or such damages are reasonably foreseeable.
- 18.5 Further and in addition to the above provisions, you further agree and confirm neither we nor any of our directors, employees, agents and/or affiliates shall be liable to you and/or any third party for any losses, damages, costs and/or expenses arising out or in connection with the use of any of the information, services and/or material provided through the Website even if we have been advised of the possibility of such loss or damage, or such loss or damage are reasonably foreseeable.

## **19. INDEMNITY**

- 19.1 In using and continuing to use the Website, you hereby exclude RENTGUARD from all liabilities and responsibilities and further agree warrant, covenant, agree and undertake to indemnify and keep us fully indemnified from and against any and all liabilities, claims, costs, damages or any other pecuniary loss of whatsoever nature howsoever arising out of or in connection with or caused or otherwise attributable to any breach by you and/or any third party who use or misuse the Website whether personally by using your log in username and password or allowing or consenting to the usage of the Website by any other using your log in username and password, regardless of whether with or without your consent or authorization. Notwithstanding anything contained herein, you may also be liable to RENTGUARD for all losses and damages suffered or claims made against RENTGUARD due to such unauthorised use.

## **20. TIME OF ESSENCE**

- 20.1 Time wherever mentioned shall be of the essence.

## **21. CHANGES TO THE WEBSITE OR TERMS AND CONDITIONS**

- 21.1 We reserve the right, at our absolute discretion to change, suspend or discontinue any aspect of the Website at any time including the availability of any features, data or contents and may also impose limits on certain features or services or content or restrict your access to parts of the Website without any notice or liability. We also reserve the right to modify, vary and/or alter any and/or all of these Terms of Use without your consent, at any time without prior notice to you and without any liability to you and/or and third party.
- 21.2 Subject to the above provision, by using or continue to use the Website after any modification on the Website including the Terms of Use, you are indicating that you agree to be bound by the modified Terms of Use. You shall cease to use the Website immediately if the modified Terms of Use are not acceptable by you.



## **22. GOVERNING LAW, JURISDICTION AND FORUM**

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

## **23. NOTICES**

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

## **24. SEVERABILITY**

- 24.1 In the event that any one or more of the provisions contained in these Terms of Use shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the laws governing these Terms of Use or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of these Terms of Use and it shall then be construed as if such unenforceable illegal or invalid provisions had never been contained herein.