

Terms & Conditions

Effective Date: October 16th, 2020

Site Covered: <https://propertyintouch.com/>

THE AGREEMENT: The use of this website and services on this website provided by ChatKey Technologies Sdn Bhd (hereinafter referred to as "Company") are subject to the following Terms & Conditions (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on PropertyInTouch.com (hereinafter collectively referred to as "Website") and any services or advertising packages provided by or on PropertyInTouch.com ("Services").

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it, available to users. ChatKey Technologies Sdn Bhd, Company, Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement.

3) LICENSE TO USE WEBSITE

The Company may provide You with certain information as a result of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in Your use of the Website or Services ("Company Materials"). Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable and revocable license to use the Company Materials solely in connection with Your use of the Website and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the Website or Services or at the termination of this Agreement.

4) INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by the Company are the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

5) USER OBLIGATIONS

As a user of the Website or Services, You may be asked to register with Us. When You do so, You will choose a user identifier, which may be Your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, Your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable You to use the Website and Services. You must not share such identifying information with any third party, and if You discover that Your identifying information has been compromised, You agree to notify Us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of Your identifying information as well as keeping Us apprised of any changes to Your identifying information. Providing false or inaccurate information, or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

6) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

a) You further agree not to use the Website or Services:

I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

II) To violate any intellectual property rights of the Company or any third party;

III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

IV) To perpetrate any fraud;

V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

VI) To publish or distribute any obscene or defamatory material;

VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;

VIII) To unlawfully gather information about others.

7) PRIVACY INFORMATION

Through Your Use of the Website and Services, You may provide Us with certain information. By using the Website or the Services, You authorize the Company to use Your information in Malaysia and any other country where We may operate.

a) Information We May Collect or Receive: When You register for an account, You provide Us with a valid email address and may provide Us with additional information, such as Your name or billing information. Depending on how You use Our Website or Services, We may also receive information from external applications that You use to access Our Website, or We may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

b) How We Use Information: We use the information gathered from You to ensure Your continued good experience on Our website, including through email communication. We may also track certain aspects of the passive information received to improve Our marketing and analytics, and for this, We may work with third-party providers.

c) How You Can Protect Your Information: If You would like to disable Our access to any passive information We receive from the use of various technologies, You may choose to disable cookies in Your web browser. Please be aware that the Company will still receive information about You that You have provided, such as Your email

address. If You choose to terminate Your account, the Company will store information about You for the following number of days: 365. After that time, it will be deleted.

8) ASSUMPTION OF RISK

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and the Company. You further agree that Your purchase of any of the products on the Website is at Your own risk. The Company does not assume responsibility or liability for any advice or other information given on the Website.

9) SALES

The Company may sell advertising packages or services or allow third parties to sell goods or services on the Website. The Company undertakes to be as accurate as possible with all information regarding the advertising packages and services, including descriptions and images. However, the Company does not guarantee the accuracy or reliability of any property or product information, and You acknowledge and agree that You purchase such advertising packages or services at Your own risk.

10) FEES & BILLING

No refunds can be made once your payment is made. Your purchase of advertising subscription package or rewarded credit(s) for use on the Website cannot be refunded, canceled or exchanged for cash and you are not entitled to any refund.

11) FREE SIGN UP

You agree that the company lists your properties on our website and app "PropertyInTouch.com". After completing the listing, you can edit, delete and add new property listings.

12) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;

b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

13) DATA LOSS

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Website or Services is at Your own risk.

14) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

15) SPAM POLICY

You are strictly prohibited from using the Website or any of the Company's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

16) THIRD-PARTY LINKS & CONTENT

The Company may occasionally post links to third party websites or other services. You agree that the Company is not responsible or liable for any loss or damage caused as a result of Your use of any third party services linked to from Our Website.

17) MODIFICATION & VARIATION

The Company may, from time to time and at any time without notice to You, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this

Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

- a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.
- c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

18) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

19) SERVICE INTERRUPTIONS

The Company may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

20) TERM, TERMINATION & SUSPENSION

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal

material. If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

21) NO WARRANTIES

You agree that Your use of the Website and Services is at Your sole and exclusive risk and that any Services provided by Us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Website or Services will meet Your needs or that the Website or Services will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Website or Services is Your sole responsibility and that the Company is not liable for any such damage or loss.

22) LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to You as a result of Your use of the Website or Services, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to the greater of one hundred (\$100) US Dollars or the amount You paid to the Company in the last six (6) months. This section applies to any and all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

23) GENERAL PROVISIONS:

a) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

b) JURISDICTION, VENUE & CHOICE OF LAW: Through Your use of the Website or Services, You agree that the laws of Malaysia shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this

Agreement, or the rights granted hereunder, by assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

d) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

e) NO WAIVER: In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

f) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement..

g) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address:
propertyintouch@gmail.com.