

20201006

## **TERMS OF USE**

WELCOME TO MH PLATINUM !

This Terms of Use (“Terms”) is applicable and binding upon you when you access and/or use the Platform and/or Service. In addition to this Terms, additional terms and conditions may apply, depending how you access our platform and/or use our service. Our Platform and Service is provided to you on an “as is” basis without any warranty of any kind and our liability to you in connection with your use of our Platform and Service is very limited. It is, therefore, important that you read the Terms carefully before accessing and/or using the Platform and/or Service. By actually accessing and/or using the Platform and/or Service, you understand and agree that we will treat that you are agreeing to be bound by the Terms in its entirety from that point onwards.

IF AT ANY TIME YOU DO NOT ACCEPT ANY OR ALL OF THE TERMS IN ITS ENTIRETY, YOU MUST IMMEDIATELY DISCONTINUE THE ACCESS AND/OR USE OF THE PLATFORM AND/OR SERVICE.

### **1. DESCRIPTION OF SERVICE**

- 1.1 We involved mainly in property development together with all the changes and growths in between.
- 1.2 The provision of the Service and availability of the Platform is subject to the Appropriate Authority and Law, and nothing contained in the Terms are in derogation of our rights and obligations to comply with such Appropriate Authority and Law.

### **2. OUR RIGHTS TO MAKE CHANGES**

- 2.1 We can change any terms and conditions of the Terms, and other terms and conditions found within the Website at any time, without notice. As such, you should look at the terms and conditions relevant to you regularly. When changes are made, it will be effective immediately upon posting on the Website. You understand and agree that if you continue to access and/or use the Platform, and/or access the Service after the date on which such terms have changed, we shall treat you have accepted those changes in its entirety.
- 2.2 We are also constantly evolving in order to provide the best possible experience and information to our customer. As such, you acknowledge and agree that the form and nature of our Services may change from time to time without any prior notice to you. As part of this continuing process, we may stop (permanently or temporarily) providing any of the Services (or any features within the Service) to you without any prior notice. We shall not be liable for such change or discontinuance.

### **3. DEFINITIONS AND INTERPRETATIONS**

- 3.1 Definitions.  
You can rely on the definitions provided in the Terms unless we provide you with different definitions elsewhere in the specific terms and conditions. The following words are given the following definitions: -

“Account”	means the account created to access and/or use the Service.
“Affiliate”	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).
“Appropriate Authority”	means (i) the federal government of Malaysia, (iii) any state, province, regency, municipality or other political subdivision of Malaysia, (iv) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (v) the relevant authority in a foreign country, if applicable.
“Claim”	means any suit, claim, action, proceeding or investigation.
“Content”	means the content either provided by us which includes without limitation all forms of text, graphics, files, data, images, photographs, pictures, logos, video clips, news, and any information.
“Contest”	means giveaways or contest organised by us, our Affiliate, and/or our partner.
“Consequential Loss”	means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of use of our Platform and/or Service, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).
“Force Majeure”	means any of the following events or circumstances that are beyond our reasonable control to the extent that such events or circumstances delay or make impossible or materially affect the use of the Platform and/or Service: -  (a) any acts, orders, decisions or decrees of any Appropriate Authority, (b) enactments of, changes in or the enforcement of any Law, (c) acts of God, without limitation, volcanic activity, tornadoes, hurricanes, floods, fire, tempest, sinkholes, landslides, earthquakes, heavy and inclement weather, epidemic and tsunamis,

<p>“Indemnified Party”</p>	<p>(d) state of war or hostilities, whether declared or not, or any state of riots, military operations, act of foreign enemies, civil commotion, rebellion, revolution, terrorism, sabotage, acts or deeds of any person or group not commissioned by us or other causes of its kind or otherwise beyond our control or power, strike, labour dispute, lock-out, explosion, power failure, electromagnetic interference, emergency, ionizing radiation and contamination by radio-activity from any nuclear fuel,</p> <p>(e) act or omission of a supplier, a third-party or any failure by service provider to supply us with certain service, and/or</p> <p>(f) any other cause beyond our reasonable control arises or exists which has materially affected the availability of the Platform and/or provision of Service.</p> <p>means us, our directors, officers, shareholders, employees and/or Affiliate.</p>
<p>“Law”</p>	<p>means any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.</p>
<p>“Losses”</p>	<p>means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.</p>
<p>Mobile App</p>	<p>means the mobile application made available by us in a digital distribution service that allow allows you to access and/or use our Services made available by us from time to time.</p>
<p>“Other Person”</p>	<p>means any person who uses the Service through your Account, whether or not you allow or authorise them to.</p>
<p>“Personnel”</p>	<p>means our employees, partners, agents, contractors, subcontractors, and/or other representatives.</p>
<p>“Personal Data”</p>	<p>shall have the same meaning as ascribed to in the Personal Data Protection Act 2010.</p>

“Platform”	collectively means Mobile App, Website, Social Media, and/or any other platform (whether known now or in the future) owned and/or managed by us or our Affiliate.
“Post/Posted”	means to publish, display, submit and/or upload.
“Promotion”	means a special promotion made by us in connection with the Service during the promotional period.
“Sales Gallery”	means a building, structure or facility on the lot used for the purpose of marketing, sales, rental or leasing and other functions in relation to the Service; the contact details of the respective Sales Gallery can be found within the Website.
“Service”	collectively means the services and/or products provided through Platform and/or any other services made available by us from time to time.
“Social Media”	means social media account such as Facebook, LinkedIn, Google, Twitter, Instagram, or any other social media accounts.
“user” or “you” or “your”	means you, an individual, persons who is accessing and/or using our Platform.
“User Generated Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video, audio, other data or information posted by you on Social Media.
“we” or “us” or “ours”	means MH Platinum Sdn Bhd [Registration No. 201101029073(957208-A)] and/or our Affiliate.
“Website”	means the website owned and/or managed by us and/or our Affiliate (as amended from time to time) currently accessible at <a href="http://www.mhplatinum.com.my">www.mhplatinum.com.my</a> , excluding any external website to which the website points by way of hyperlink or otherwise.

### 3.2 Interpretations.

Unless there is something in the subject or context, the following words are given the following interpretations: -

- a. the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
- b. a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;
- c. this Terms shall be construed as a reference to it or them as varied, supplemented or novated from time to time;

- d. titles and headings of the Terms is merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the Terms; and
- e. just because we are responsible for the preparation of the Terms, or any part of it, the rule of construction shall not apply to our disadvantage.

#### **4. PARENTAL ADVISORY**

- 4.1 **We decided to make this entire paragraph BOLD to draw your attention. We are not able to contract with you unless you are 18 years old and above. If you are a child, please annoy pester your parent or guardian to obtain permission from them before using our service. If you have any reason to believe that a child has provided Personal Data to us, please contact us and we will endeavor to delete that information from our database. Otherwise, we will deem that you are 18 years and above or has obtained consent from your parent or guardian when you provide your Personal Data to us.**

#### **5. PERSONAL DATA**

- 5.1 When you provide us with your Personal Data, you agree that we may use it to supply you with the Service and for other purposes described in our Privacy Policy. Without your Personal Data, we may not be able to allow you access and/or use the Platform and/or Service, or provide the level of service you expect. To learn about how we collect and protect your Personal Data, please refer to our Privacy Policy found within the Website. Any non-personal information or material sent to us by you will generally NOT be treated as confidential.
- 5.2 If you provide us with Personal Data of any Other Person in connection with the Service, you warrant that you have obtained the consent of such person to disclose the Personal Data to us and to process such Personal Data in accordance with the terms of our Privacy Policy. You further agree that you will inform such person of the terms and conditions of this Terms.

#### **6. YOUR ACCOUNT**

- 6.1 **Creation of Account.**  
In order to use the Service, you are required you to register an account with us, if applicable.
- 6.2 **Accuracy of Information.**  
You must provide us with accurate and complete information and keep that information accurate, complete and up-to-date. We have no obligation, whether express or implied, to verify the accuracy and authenticity any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate your use of the Service if the information provided by you is untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.
- 6.3 **Security.**  
You are responsible for maintaining the confidentiality of the Account and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorised use of your password or Account or any other breach of security. We will not be liable for any loss or damage arising from your failure.

#### 6.4 Social Media.

If we allow you to log-in using your Social Media account, you permit us to access certain information from your Social Media account. You may control the amount of information that is accessible to us by adjusting your privacy settings of your Social Media account.

### 7. **PROMOTION**

7.1 We may offer you a Promotion from time to time. We may notify you of any Promotion offered to you either through any of our Platform or other method. The terms of each Promotion will either be set out in a specific term for the relevant Service, in advertising material, or you will be advised separately in writing or in any other method. If you participate the Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of these Terms, otherwise, the terms and conditions of the Terms shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the Terms will apply again.

### 8. **THIRD PARTY PROVIDER**

8.1 The Platform and Service may contain certain content, promotion, goods and/or services supplied by a third party. It may also contain certain hyperlinks to other websites which are neither maintained nor controlled by us ("Third Party Service"). Such Third Party Service is provided to you as a matter of convenience only and do not indicate, expressly or impliedly, any endorsement, authorisation or sponsorship by us of those site(s) or the products and services provided there. We are not responsible and we shall not be liable for the contents of those sites. You shall view any of the linked third party site(s) at your own risk.

### 9. **INTELLECTUAL PROPERTY**

9.1 All marks and logos related to the Service are either our trademarks, or belong to our licensor. You may not copy, imitate, modify or use them without our prior written consent. All rights, title and interest in and to our Platform, any Content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing belong to us exclusively and/or our licensor. Additionally, other marks which appear in the Service may contain marks of a third party that are not affiliated with us. We do not own such third-party's marks and the use of such marks may be subject to the terms and conditions of such third-party.

9.2 We grant you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited licence to access the Platform and/or use the Service. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Service provided by us only. There are no implied licenses under the Terms and any rights not expressly granted to you hereunder are reserved by us. This license grant applies to the software and all updates, upgrades, new versions and replacement software.

### 10. **CONTENT**

10.1 The Content is provided to you on an "AS IS" basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way.

- 10.2 We reserve the right to limit and/or prohibit your access and/or use to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.
- 10.3 You further acknowledge and understand that the Content provided in any part of our Platform may contain technical inaccuracies or typographical errors. We also disclaim any liability for any Content or information that may become outdated since the last time that particular piece of information was updated. We can make changes and corrections to any parts to any part of the Content contained in the Platform at any time without prior notice to you.

## **11. USER GENERATED CONTENT**

- 11.1 Save and except as provided for in our Contest terms, we do not claim ownership of the User Generated Content. When you post any User Generated Content you grant us and our Affiliate a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use the User Generated Content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. We will not compensate you for any of the User Generated Content.
- 11.2 Further to the foregoing paragraph, by submitting your User Generated Content to us, you warrant that: -
- a. use of your User Generated Content will not infringe any intellectual property or publicity rights;
  - b. you own or otherwise control all of the rights of the User Generated Content;
  - c. you agree to waive your moral rights and promise not to assert such rights against us;
  - d. your User Generated Content is not defamatory, threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair your confidentiality obligations;
  - e. your User Generated Content does not infringe the Law; and
  - f. you shall be solely responsible for your own User Generated Content and the consequences of posting or publishing them
- 11.3 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Generated Content. We do not permit activities which will infringe any intellectual property including copyright and we will remove all infringing contents and User Generated Content upon notification that such Content or User Generated Content infringes on another's intellectual property. We further reserve the right to remove any User Generated Content without prior notice.
- 11.4 If you believe that your work has been copied and posted in our Platform, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content posted, please contact our Sales Gallery.
- 11.5 You are solely responsible for your interactions with another user. We reserve the right, although we have no obligation, to monitor disputes between you and other user, and to take any action that we feel may be appropriate in our sole discretion, consistent with the Terms.



**12. DISCLAIMER**

- 12.1 The Platform and Service are provided to you on an 'as is' basis, with all faults. We do not make any representation or warranty of any kind, whether oral or written, whether express or implied, or arising by law, custom, course of dealing, course of trade, with respect to the Platform and/or Service.
- 12.2 We make no representation that the defect in operation or functionality of the Platform and/or Service, if any, will be corrected. We disclaim any and all implied warranties on conditions of title, merchantability, fitness for a particular purpose, and non-infringement.
- 12.3 No advice or information, whether oral or written, obtained by you from us or from our Platform shall create any warranty stated in the terms.
- 12.4 Any Content downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer, mobile device, or loss of data that results from the download of any such Content.
- 12.5 We are committed to ensuring all transactions performed are secure, safe and confidential. However, owing to the global nature of the internet infrastructure, we do not guarantee continuous, uninterrupted or secure access to any part of the Service, and the operation of any of the Platform (including any networks and servers used) operated by us or on our behalf may be interfered by numerous factors outside our control. There are inherent risks that your Account may be hacked or fraudulent transaction may take place.
- 12.6 We are not liable to you at all for matters arising under this Clause 12.

**13. YOUR LIABILITY**

- 13.1 Your liability to the Indemnified Party is to indemnify the Indemnified Party from and against any and all Claims and Losses, including Consequential Loss, as a result of: -
- a. any transaction made with third party, if applicable;
  - b. any breach of, or non-performance of, your representations, warranties, undertakings, covenants, or obligations under the Terms;
  - c. infringement of our intellectual property rights, or third-party intellectual property rights;
  - d. the access, use, and/or transmission of any Content and/or User Generated Content;
  - e. any unauthorized access to any of the Platform, Personal Data, our network or our supplier's network, through hacking, password mining or any other means; and/or
  - f. breach of the Law.

**14. EXCLUSION OF LIABILITIES**

- 14.1 The Indemnified Party shall not be liable to you for any Claims and Losses, including Consequential Loss, for: -
- a. personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, and/or negligence or otherwise caused by you, Other Person, and/or any other persons; or



- b. any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, and/or negligence or otherwise cause by you, Other Person, and/or any other persons;
- c. any cessation (permanently or temporarily) in providing any of the Platform and/or Service (or any features within the Service);
- d. any inability to access the Platform, your Account, the Services, or any part thereof;
- e. the deletion of, corruption of, or failure to store, any data and other communication data maintained or transmitted by or through the Account;
- f. compliance with Law, Appropriate Authority, or non-compliance which may affect the supply of Service, or any part thereof;
- g. any unauthorised access to your Account and/or Personal Data, even if such unauthorised access is caused by any act, omission and/or negligence on our part and/or that of our Personnel;
- h. any claim for libel, slander, infringement of third-party intellectual property rights;
- i. any Content, User Generated Content, and/or conduct of any Other Person, user or other third party; and/or
- j. an event of Force Majeure.

## **15. SUSPENSION**

- 15.1 We are entitled to suspend, revoke, refuse and/or block the use of the Service (or any part thereof), and/or suspend, revoke, refuse and/or block any transaction, and/or your Account, at any time, without liability, without notice, including but not limited to: -
- a. if you breach any terms and conditions of the Terms;
  - b. if we form a reasonable belief that the Account possesses unacceptable high risk to us or to other users;
  - c. to protect our legitimate interests;
  - d. if we reasonably suspect fraud, illegal and/or any other activity we deem improper;
  - e. if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law;
  - f. if we receive an order, instruction, notice and/or directive from any Appropriate Authority to do so;
  - g. an event of Force Majeure; and/or
  - h. any other reasons as we deem fit.
- 15.2 The suspension exercised above shall not prevent us from exercising our rights to terminate the Terms with you and the provision of Service with respect of the same breach and/or reason.

## **16. TERMINATION**

- 16.1 We may forthwith terminate the Service (as whole or in part) at any time if: -
- a. breach any of these Terms;
  - b. there is an emergency;
  - c. we reasonably suspect fraud and/or illegal activity in connection with the Service;
  - d. you breach any terms or conditions of the Terms, any other additional terms and conditions applicable to you, and fail to rectify and remedy such breach within seven (7) days from the date of its receipt of a written notice requiring it so to do;

- e. breach of our policy;
- f. change of Law;
- g. an event of Force Majeure;
- h. the Service is suspended under Clause 15 for more than fourteen (14) days; or
- i. for any reason we deem fit.

You may also contact our Sales Gallery for further information.

- 16.2 Termination of the Service, for any reason, shall not act as a waiver of any liabilities or obligations you may have accrued at or prior to the date of such termination.
- 16.3 We reserve the right to bar any individual, company or group from the use or access to this website. Termination of access can be executed permanently or over a period of time, in part or in whole, depending on our discretion, at any time without any prior notice or reason. You agree to accept our decision as final and binding.
- 16.4 Survival. Those clauses which by their nature would survive the termination or expiration of the Terms shall so survive.

## **17. FORCE MAJEURE**

- 17.1 We will not be liable to you for any delay, failure, suspension or interference in supplying or make available the Service caused by a Force Majeure event. Upon the happening of any of the Force Majeure event, our obligations and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.
- 17.2 Without prejudice to the foregoing paragraph, if any of the Force Majeure event results in the Service being interrupted, we may at any time, notwithstanding anything in these terms contained, forthwith terminate the Service and/or the access and/or use of the Platform.

## **18. GENERAL PROVISIONS**

- 18.1 Notice.  
You can generally contact our Sales Gallery. However, if you wish to lodge a complaint, dispute about the Platform, or serve us a demand letter, legal process, or other communication relating to that (collectively known as “Formal Notice”), you should address a copy of the Formal Notice to our legal department. The Formal Notice can be delivered by hand, courier and/or prepaid registered post to the following address: -

Head of Legal  
MH Platinum Sdn Bhd  
Lot 25067, Taman Melati Utama,  
Setapak, 53100 Kuala Lumpur.

We can serve a Formal Notice or other communication to you by electronic email, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR Registered), facsimile to the address you provided to us. We can also serve you a Formal Notice, or other communication to your last known address in our record.

Formal Notice or other communication shall be deemed effective: -

- a. If by electronic email or hand deliver, on the day of delivery;
- b. If by prepaid registered post, five (5) days after it was duly posted;
- c. If by courier, one (1) day after dispatch; or
- d. If by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.

You agree that in the event that any action is begun in the courts in Malaysia in respect of your use of the Platform and/or Service, the legal process and other documents may be served by posting the documents to you by registered post (not being AR Registered Post) at the address you provided to us or to your last known address in our records and such service shall on the fifth (5<sup>th</sup>) day after posting, be deemed to be good and sufficient services of such legal process or documents.

**18.2 No Partnership.**

You and we are independent contractors and the use of the Platform and/or Service will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You do not have the power to bind us or incur obligations on our behalf without our prior written consent, except we expressly said so.

**18.3 When do we waive a right under the Terms?**

If you breach the terms and conditions of the Terms and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.

**18.4 When can you and we transfer, assign or novate the Terms?**

You are not allowed to transfer, assign or novate your agreement with us (or any part thereof) to any third -party unless we give you written consent to do so. We may, however, transfer, assign or novate the Service, Platform and/or the Terms (or any part thereof) to our Affiliate or any third-party without notice to you. The Terms shall inure to the benefit of your permitted assigns and successors and our permitted assigns and successors.

**18.5 Severability.**

In the event any provision of the Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

**18.6 Which laws and courts govern the Terms?**

The Terms is governed by the laws of Malaysia without regard to principles of conflicts of law. You and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

**18.7 Language.**

If the Terms is translated into any other languages and there is a conflict between this English version and any foreign language version of the Terms, the English version shall prevail.

**18.8 Entire Agreement.**

The Terms and the additional terms and conditions forming part of the Service set out the entire agreement between you and us and supersedes any prior arrangements or agreements that we may have with each other, whether it is oral or in writing.

- 18.9 What happens if you have a dispute with us?
- a. For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us in the manner set out in this Clause 18.1.
  - b. Upon receipt of the written notice, we will use our reasonable endeavour to resolve the dispute. We may, as and when we deem fit, conduct any investigation regarding the disputed amount. The result of the findings is deemed to be final and conclusive and binding on you and shall not be questioned by you on any account.
  - c. You agree that any cause of action arising out of or related to the access and/or use of the Platform must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred.

Should you have any questions concerning the Terms, the Platform, the Service, or any terms and conditions found within Website, please contact our Sales Gallery.

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